



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
OCTOBER 8, 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. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

C. US FOREST SERVICE

Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

E. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

- G. **PRESENTATION:** Northern Sierra Air Quality Management District Rule 318 (American Valley Burning Restrictions) update concerning the Quincy and East Quincy residential area burn ban that has been amended to allow for burning with restrictions and new National Ambient Air Quality Standards (NAAQS) for PM2.5; presenter Julie Hunter, Air Pollution Control Officer/Executive Director, Northern Sierra Air Quality Management District.

- H. **PRESENTATION:** Meet your Epi presentation by Loriel Arcangel, Epidemiologist for Plumas County Public Health Agency.

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. CODE ENFORCEMENT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Brian T Phillips, sole Proprietor, dba Lake Almanor Towing; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health for psychiatric and addiction treatment; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) combination of State and Federal Funds; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Corning Ford, Inc., to provide general automotive repairs and services on an as-needed basis; effective September 22, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc. to provide general automotive repairs and maintenance on an as-needed basis; effective October 1, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

D. FACILITY SERVICES & AIRPORTS

- 1) Adopt **RESOLUTION** to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.

E. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant, 1 full-time, 1.0 FTE Community Outreach Coordinator position; (No General Fund Impact) (TURP).
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and American Valley Community Services District to collect wastewater specimens for communicable disease surveillance; effective July 1, 2024; not to exceed \$5,000.00; (No General Fund Impact) (ELC3); approved as to form by County Counsel.

F. SOLID WASTE

- 1) Approve and authorize Chair to sign Agreement between Plumas County Public Works and Vestra Resources, Inc. for storm water monitoring services; effective October 8, 2024; not to exceed \$31,076.00; No General Fund Impact; approved as to form by County Counsel.

G. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

3. DEPARTMENTAL MATTERS

A. CODE ENFORCEMENT - Jennifer Langston

- 1) Authorize Chair to sign a letter to the State Department of Housing and Community Development (HCD) regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; discussion and possible action.

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **PUBLIC HEARING:** Adopt a Resolution amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

- 2) **PUBLIC HEARING:** Adopt a Resolution amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

C. FACILITY SERVICES - Nick Collin

- 1) Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.
- 2) Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Susanville Auto Center for the fixed asset purchase of One (1) Mazda CX-5 and two (2) Ford Broncos; total not to exceed \$89,982.87; (No General Fund Impact) (ELC3); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

E. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

5. BOARD OF SUPERVISORS

A. FEATHER RIVER TOURISM MANAGEMENT DISTRICT

- 1) **Follow up from the discussion on October 1, 2024.** County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.
- B. **Follow up from the discussion on October 1, 2024.** Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.
- C. **Follow up discussion from October 1, 2024.** Plumas Unified School District Resolution No. 1654 Imposing Level 1 School Development Impact Fees on Residential, Commercial, and Industrial Building Permits within the District's Boundaries, Effective November 10, 2024; discussion and possible action.

D. CORRESPONDENCE

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Receive Quarterly Report from Travis Goings, Risk Manager
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, October 15, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: October 8, 2024
SUBJECT: **PRESENTATION:** Northern Sierra Air Quality Management District Rule 318 (American Valley Burning Restrictions) update concerning the Quincy and East Quincy residential area burn ban that has been amended to allow for burning with restrictions and new National Ambient Air Quality Standards (NAAQS) for PM2.5; presenter Julie Hunter, Air Pollution Control Officer/Executive Director, Northern Sierra Air Quality Management District.

Recommendation:

PRESENTATION: Northern Sierra Air Quality Management District Rule 318 (American Valley Burning Restrictions) update concerning the Quincy and East Quincy residential area burn ban that has been amended to allow for burning with restrictions and new National Ambient Air Quality Standards (NAAQS) for PM2.5; presenter Julie Hunter, Air Pollution Control Officer/Executive Director, Northern Sierra Air Quality Management District.

Background and Discussion:

.

Action:

PRESENTATION: Northern Sierra Air Quality Management District Rule 318 (American Valley Burning Restrictions) update concerning the Quincy and East Quincy residential area burn ban that has been amended to allow for burning with restrictions and new National Ambient Air Quality Standards (NAAQS) for PM2.5; presenter Julie Hunter, Air Pollution Control Officer/Executive Director, Northern Sierra Air Quality Management District.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. Northern Sierra Air Quality Management District 10.8.24 BOS BACK UP

Rule 318 **American Valley Burning Restrictions**

All open burning, residential and non-residential, regardless of burn type and size, of yard waste shall be banned, unless permitted by the District, in that portion of the American Valley known as Quincy and East Quincy, which is a portion of the Quincy Fire Protection District, depicted in the map attached to this resolution as Exhibit B.

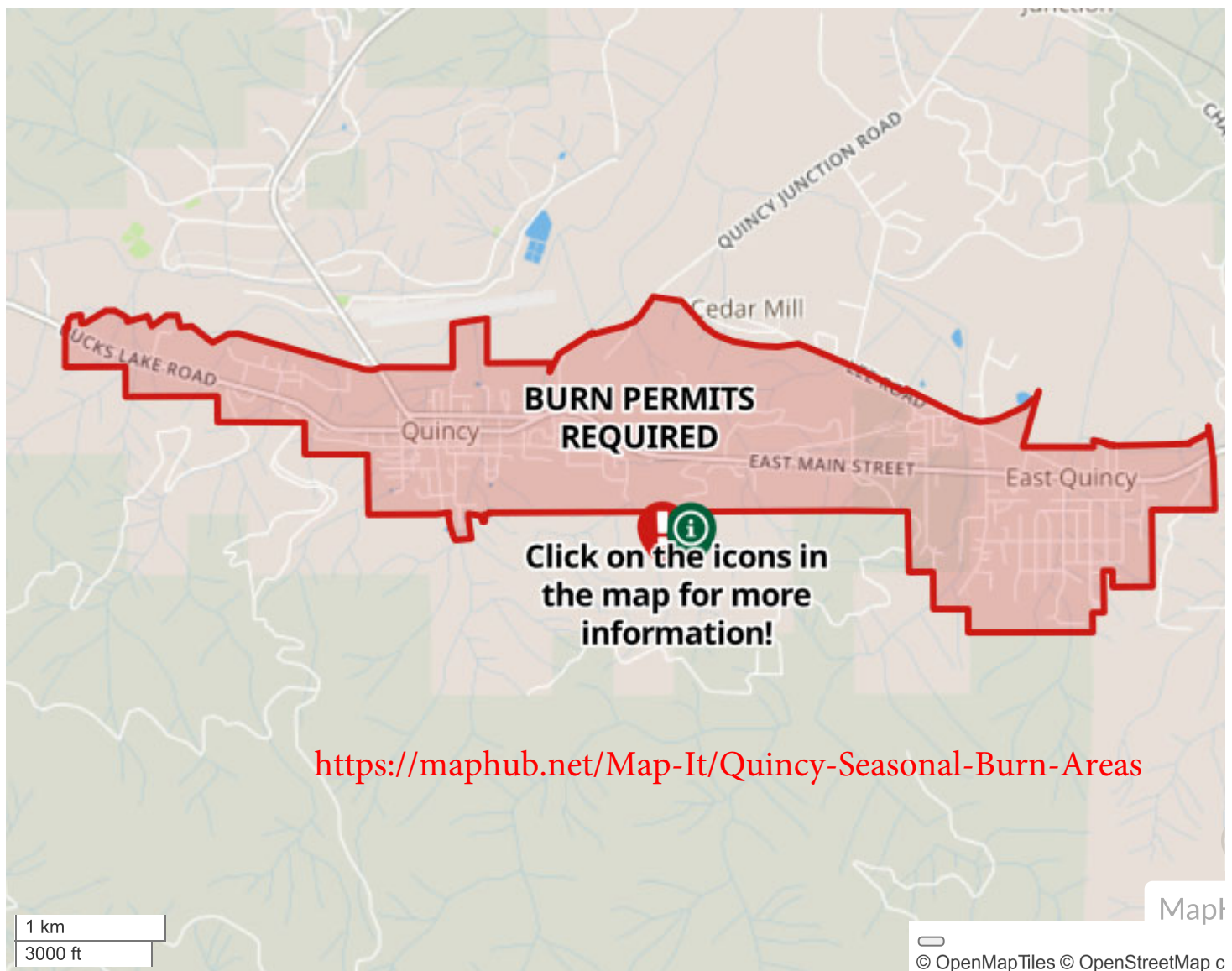
In the remainder of that portion of the Quincy Fire Protection District, all burning shall be permitted according to all existing regulations. Burning shall be allowed year-round, when conducted in accordance with all existing regulations.

318.1 American Valley Definition

American Valley means all land within the boundaries of the Quincy Fire Protection District, and as amended in the Plumas County Ordinance #90-742 (amendment to Section 8-13.01 – Definitions).

318.2 Requirements

- A. Burning shall be allowed only on the premises where the material originated.
- B. Rule 312 - Burn Permit Requirements
- C. Rule 313 - Burn Days
- D. Rule 314 - Minimum drying times
- E. Rule 315 - Burning Management



<https://maphub.net/Map-It/Quincy-Seasonal-Burn-Areas>

COPYRIGHT © 2024 NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

200 LITTON DRIVE, STE 320, GRASS VALLEY CA 95945

TELEPHONE (530) 274-9360

[PRIVACY POLICY \(/PRIVACY-POLICY\)](#)

[DISTRICT TRANSPARENCY \(TRANSPARENCY.HTML\)](#)

POWERED BY STREAMLINE ([HTTP://WWW.GETSTREAMLINE.COM/](http://www.getstreamline.com/)) | [SIGN IN](#)

([HTTPS://WWW.MYAIRSTREAMLINE.COM/USERS/SIGN_IN?DESTINATION=%2FBURNING-FAQ](https://www.myairstreamline.com/users/sign_in?destination=%2FBURNING-FAQ))

Join our mailing list

Go!

THIS ITEM APPEARS ON

FAQ (/FAQ)

Burning FAQ

Q: Which area and I in?

A: “**Western Nevada County**” is the portion of Nevada County west of Donner Summit. The “**Truckee Area**” is the portion of Nevada County east of Donner Summit. “**Sierra County**” is the entire County of Sierra. “**Quincy Area**” is the area defined by the Quincy Fire Protection District outer boundary (“islands” within the outer boundary that are not part of the Quincy Fire Protection District are considered parts of the Quincy Area for burn day status). Burning is prohibited in downtown Quincy and East Quincy. For more information on the Quincy Area, see the special section below. “**Plumas County (except Quincy Area)**” is all of Plumas County except the area within the boundary of the Quincy Fire Protection District.

Q: How are burn days determined?

A: The primary responsibility for a Burn Day decision resides with 2 agencies: the California Air Resources Board and CalFire. The local Air District has the final say on the burn day status, but considers input from all relevant sources and agencies and will defer to the agency that calls for a No Burn Day. The primary factors considered in a decision are fire danger, air quality and atmospheric dispersion characteristics.

Join our mailing list

Q: Where can I get a residential burn permit?

A: **Online Burn Permits are now available.** The California Department of Forestry and Fire Protection has transitioned to online residential burn permits for residents living within the state responsibility area of Nevada county. The online application will provide a convenient method for obtaining a burn permit for residents within these counties. Applicants can access the website at burnpermit.fire.ca.gov (<https://burnpermit.fire.ca.gov/>), watch the mandatory video which reviews burning requirements and safety tips, then fill in the required fields, submit the form and a door-yard burn permit will be created. The applicant must then print the permit and then sign it. Permits are valid for the calendar year in which they are issued and must be reissued annually on or after January 1st of each year.

If you live in eastern Nevada County call the Truckee Fire Department at (530) 582-7850 for info on obtaining a burn permit. If you live in Sierra or Plumas county either contact the **Northern Air District Office** or the local fire agency. Most US Forest Service offices in Plumas County issue burn permits.

Q: How many days are no burn days in a year?

⬇ A: Check our Annual Burn Day Statistics (.pdf) page. (/files/436c1e55a/Burn_Day_Statistics.pdf)

Q: Why do we have no burn days?

⬇ A: Learn about it in this article. (</files/5236a975e/No-Burn-day-explanation.pdf>)

Quincy Area Burn Restrictions

Q: What does Rule 318 say?

A: Rule 318 has been revised to allow for burning in the original No Burn Zone with a permit only. The revised Rule can be found on our [Rule page](https://www.myairdistrict.com/rules) (<https://www.myairdistrict.com/rules>).

See map below for areas affected by the new permit requirement.

Join our mailing list

Copyright © 2024 State of California

PM_{2.5}

IN THIS SECTION

CONTACT

SIP Planning Staff

Email SIPPlanning@arb.ca.gov

Phone (279) 208-7225

There are two federal primary standards for PM_{2.5} (fine particulate matter) - an annual average standard of 9.0 ug/m³ and a 24-hour average standard of 35 ug/m³. There are two federal secondary standards - an annual standard of 15 ug/m³ and a 24-hour standard of 35 ug/m³ (the same as the primary). Detailed information regarding the federal particulate matter (PM) standards can be found on the U.S. EPA website.

In February 2024, U.S. EPA lowered the federal primary PM_{2.5} annual standard to 9.0 ug/m³ from the 12.0 ug/m³ standard set in 2012. The secondary annual standard remains at 15.0 ug/m³. States and Tribal Authorities will submit initial recommendations of areas that do not attain this standard (i.e., nonattainment areas) to U.S. EPA by February 2025, and U.S. EPA will finalize area designations by February 2026. The steps in this process can be found in the **2024 9.0 ug/m³ Annual PM_{2.5} Standard** section below.

Annual Standard. In February 2024, U.S. EPA lowered the federal primary PM_{2.5} annual standard from 12.0 ug/m³ to 9.0 ug/m³; the secondary annual standard remained at 15 ug/m³. Current area designation information can be found on U.S. EPA's website.

24-Hour Standard. In December 2006, U.S. EPA lowered the federal 24-hour PM_{2.5} standard from 65 ug/m³ to 35 ug/m³; the secondary 24-hour standard is the same as the primary. Current area designation information can be found on U.S. EPA's website.

Maps of current area designations for the 2012 annual and 2006 24-hour standards can be found through the *Resources* tab on the left. These maps will be updated to include the 2024 9.0 ug/m³ annual PM_{2.5} standard when these designations have been finalized in early 2026. Information about specific PM_{2.5} nonattainment areas and the efforts to bring them into attainment of the federal PM_{2.5} standards can be found on the California State Implementation Plan (SIP) webpage.

2024 9.0 ug/m³ Annual PM_{2.5} Standard

- November 2027 - Moderate Area State Implementation Plans (SIPs) due for areas designated as nonattainment
 - CARB supporting website: SIPs for the 9 ug/m³ PM_{2.5} Standard
- February 2026 - U.S. EPA will issue final area designations
- February 2025 - CARB will submit initial recommendations for area designations
- December 2024/January 2025 - CARB will hold a public hearing to consider initial area designation recommendations
- Fall 2024 - CARB will hold public workshops on the area designation process and the initial area designation recommendations
- February 2024 - U.S. EPA issued final revised PM_{2.5} NAAQS (effective May 6, 2024)
 - Federal Register Notice (89 FR 16202)

2012 12.0 ug/m³ Annual PM_{2.5} Standard

- January 2015 - U.S. EPA issued final area designations (effective April 15, 2015)
 - Federal Register Notice
- August 2014 - U.S. EPA responded to CARB area designations recommendations
 - Letter and Response (issued August 19, 2014)
- November 2013 - CARB submitted initial recommendations for area designations
 - Letter to U.S. EPA (November 25, 2013)
 - Enclosure - Staff Report: PM_{2.5} Area Recommendations for the Revised Federal PM_{2.5} Annual Standard
- November 2013 - CARB held a public hearing (November 21, 2013) to consider the proposed recommendations
 - Notice of Public Hearing
 - Staff Report

2006 35 ug/m³ 24-Hour PM_{2.5} Standard

- July 2018 - U.S. EPA redesignated the Chico Planning Area to attainment (for further information, see the Butte County Air Quality Management Plans page on CARB's website)
 - Federal Register Notice

- December 2014 - U.S. EPA redesignated the Yuba City-Marysville Planning Area to attainment (for further information, see the Feather River Air Quality Management Plans page on CARB's website)
 - Federal Register Notice
- February 2011 - U.S. EPA issued revised area designations
 - Federal Register Notice
- November 2009 - U.S. EPA issued final area designations (effective December 14, 2009)
 - Federal Register Notice
 - Map showing 24-hour PM_{2.5} Nonattainment Areas (located on U.S. EPA website)
- October 2008 - CARB submitted additional analysis for area designation recommendations
 - Letter (signed October 15, 2008)
 - Enclosure 1 - Technical Support - PM_{2.5} Designations Recommendations
- August 2008 - U.S. EPA responded to CARB area designation recommendations
 - Letter and Response (issued August 18, 2008)
- December 2007 - CARB submitted initial recommendations for area designations
 - Letter (issued December 17, 2007)
 - Enclosure 1 - Initial Recommendations for Area Designations Under the Revised Federal PM_{2.5} Standard
 - Enclosure 2 - Staff Report: Nonattainment Area Designation for the Revised Federal PM_{2.5} Standard
 - Enclosure 3 - Information to Support Recommendations for Federal PM_{2.5} Nonattainment Area Boundaries
 - Enclosure 4 - Boundary Descriptions for Recommended Nonattainment Areas under the Federal PM_{2.5} Standard
 - Enclosure 5 - PM_{2.5} Monitoring Data Summary, 2004-2006

- December 2007 - CARB held a public hearing (December 6-7, 2007)
 - Hearing Notice
 - Staff Report
 - *Potential Exceptional Events*: U.S. EPA guidance allows for the exclusion from regulatory determinations of air quality data affected by exceptional events. Since U.S. EPA based their final nonattainment area designations on 2005-2007 PM_{2.5} air quality monitoring data, CARB submitted 2007 calendar year exceptional events documentation. This document addresses monitoring days which may have been impacted by wildfires late in 2007 for areas in which the data may affect their designation status.

1997 65 ug/m³ 24-Hour PM_{2.5} Standard and 15 ug/m³ Annual PM_{2.5} Standard

- April 2005 - U.S. EPA finalized PM_{2.5} area designations
 - Based on 2002-2004 PM_{2.5} air quality monitoring data, the South Coast Air Basin and the San Joaquin Valley Air Basin were designated nonattainment for both the 24-hour and annual PM_{2.5} standards.
- February 2004 - CARB submitted recommendations for PM_{2.5} area designations
 - Letter (issued February 11, 2004)
 - Enclosure 1 - Initial Recommendations for Area Designations under the Federal PM_{2.5} Standard
 - Enclosure 2 - Information to Support Recommendations for Federal PM_{2.5} Nonattainment Area Boundaries
 - Enclosure 3 - Boundary Descriptions for Recommended Nonattainment Areas under the Federal PM_{2.5} Standard
 - Enclosure 4 - PM_{2.5} Monitoring Data Summary (2000-2002)



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Nicole Reinert, Director of Public Health
MEETING DATE: October 8, 2024
SUBJECT: **PRESENTATION:** Meet your Epi presentation by Loriel Arcangel, Epidemiologist for Plumas County Public Health Agency.

Recommendation:

None

Background and Discussion:

Overview of Public Health
Overview of Epidemiology
Current Epidemiological Work

Action:

None

Fiscal Impact:

None

Attachments:

1. BOS Presentation - Meet your Epi



Meet your Epi

Loriel Arcangel, MPH

Outline

Overview of
Public Health

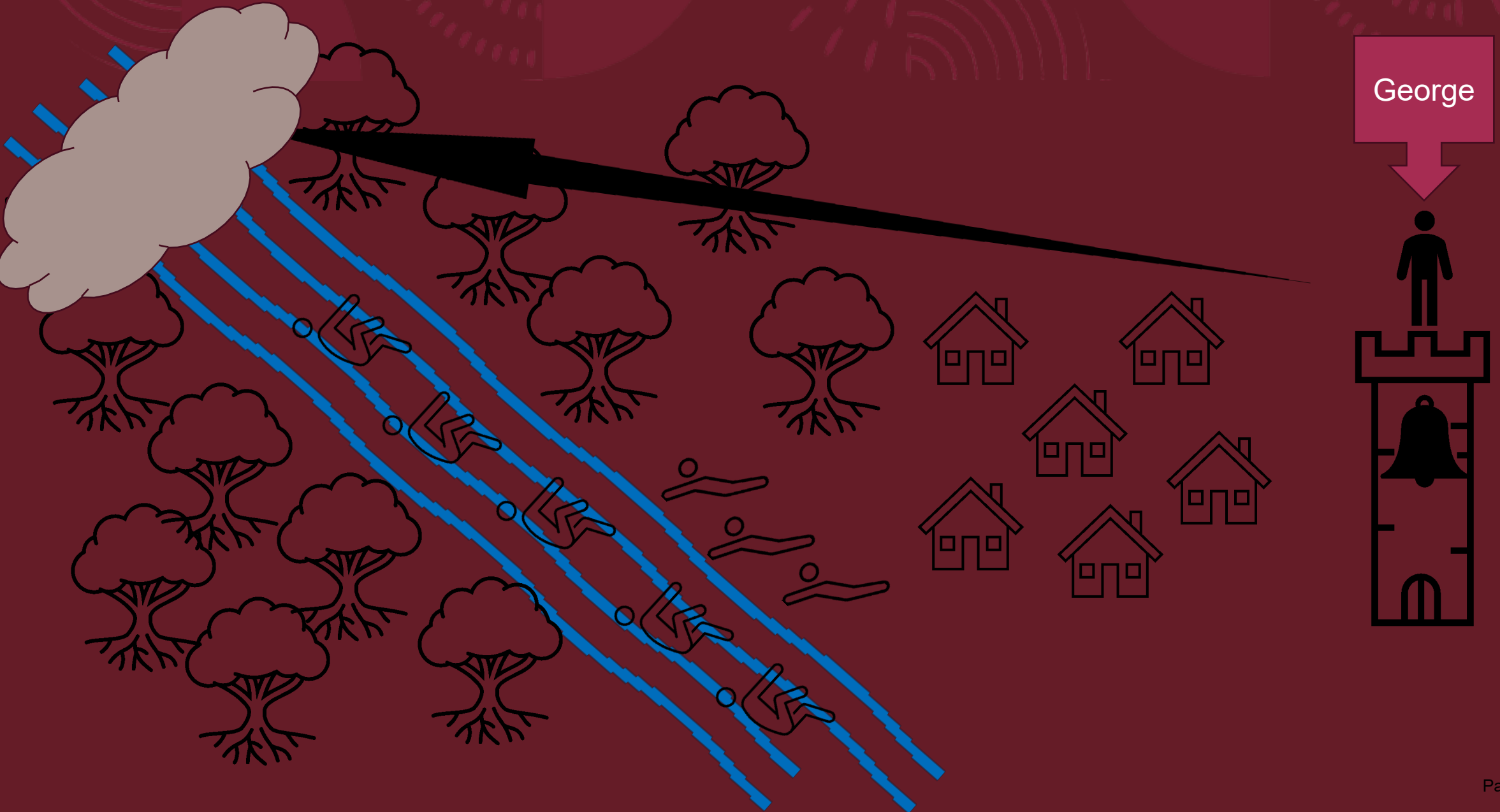
Overview of
Epidemiology

Current
Epidemiological
Work



Public Health

Village by the River



Public Health Definition

“Science of protecting and improving the health of people and their communities”¹

What that looks like



Promoting healthy lifestyles¹



Detecting, preventing, and responding to infectious diseases¹



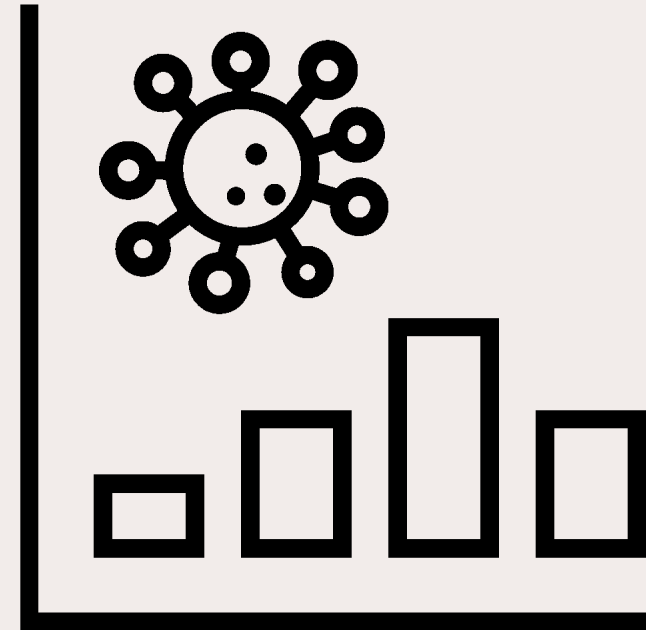
Advocating for laws and policies to ensure health and safety of the population¹

Epidemiology

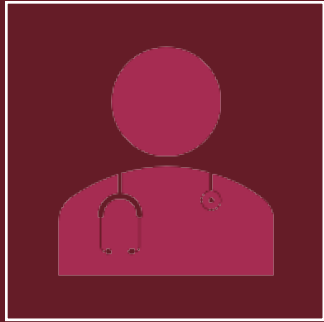


Epidemiology Definition

- Study of the distribution, patterns, and determinants of health and disease conditions in specified populations and the application of that study to the control of health problems²



Importance

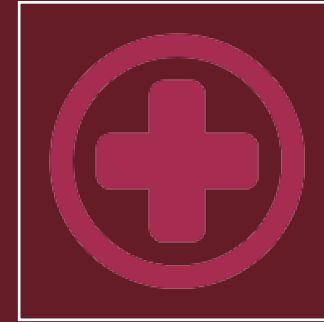


Helps us know

Community Health

Disease Impact³

Reason behind the disease⁴




Would allow us

Control/Prevent the spread of the disease⁴

Save lives and improve long-term health⁵

Prevent and reverse negative health
outcomes

The background of the slide is a grayscale ECG (heart rate) tracing on a grid. The grid consists of small squares and larger squares. The ECG line is black and shows several sharp, narrow peaks (QRS complexes) and a wavy baseline (P waves and T waves).

Current Epidemiological Work

An aerial view of a globe with a blue and white swirling pattern. Numerous grey security cameras are mounted on the globe's surface, pointing in various directions. A red rounded rectangle is overlaid on the left side of the globe.

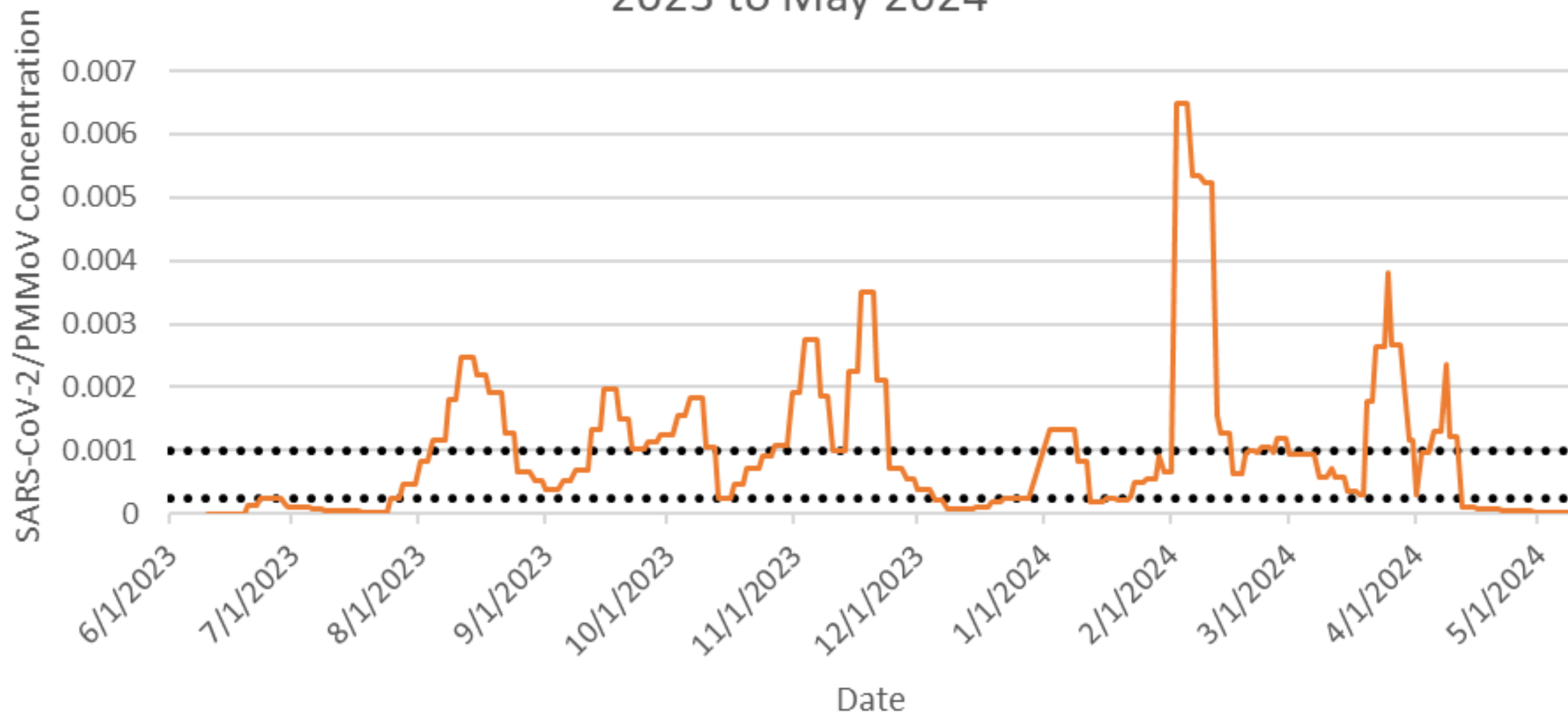
Wastewater Surveillance



Wastewater Surveillance

Testing for Viruses in the wastewater to help spot potential disease outbreaks

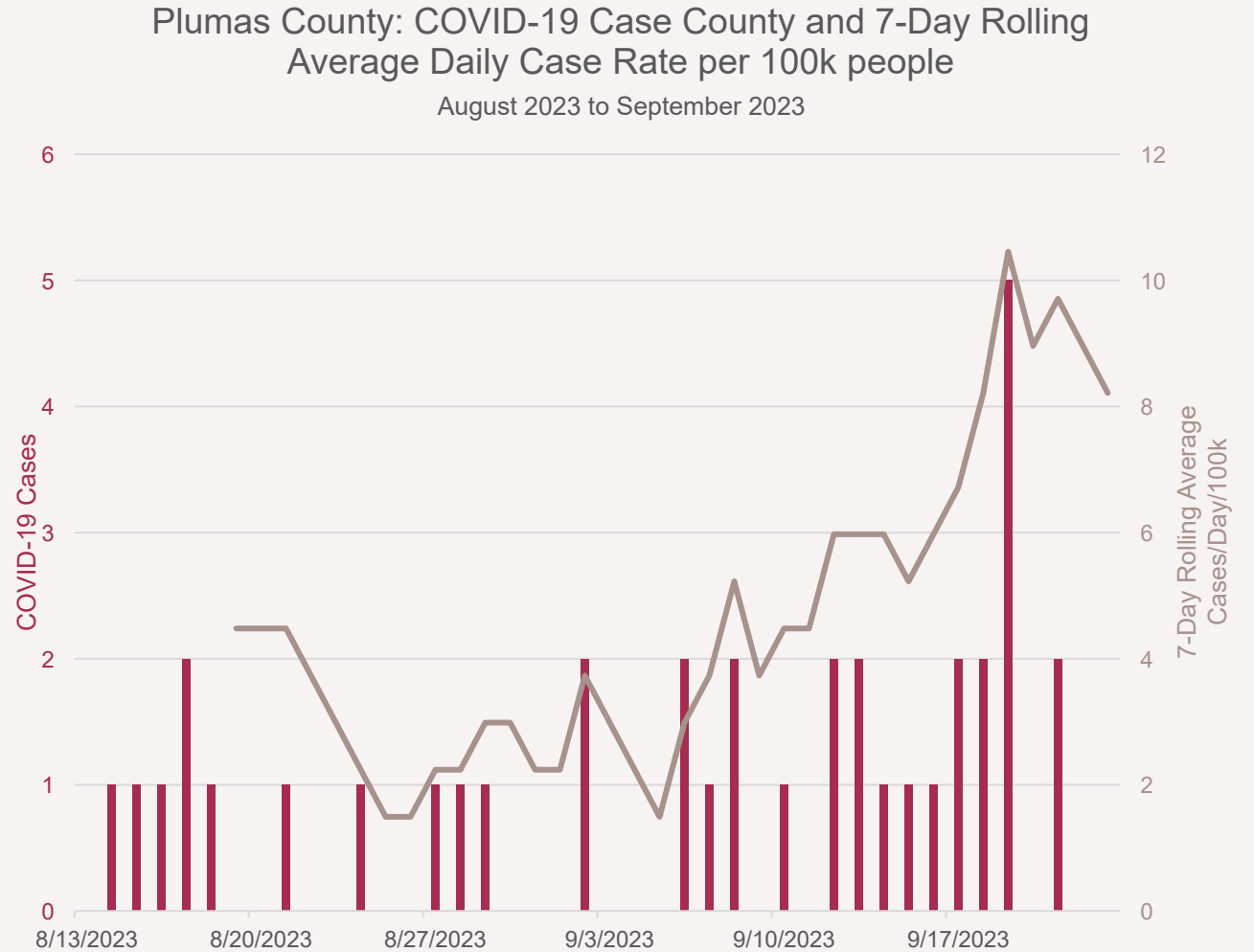
COVID-19 Wastewater Concentration in Plumas County: June 2023 to May 2024



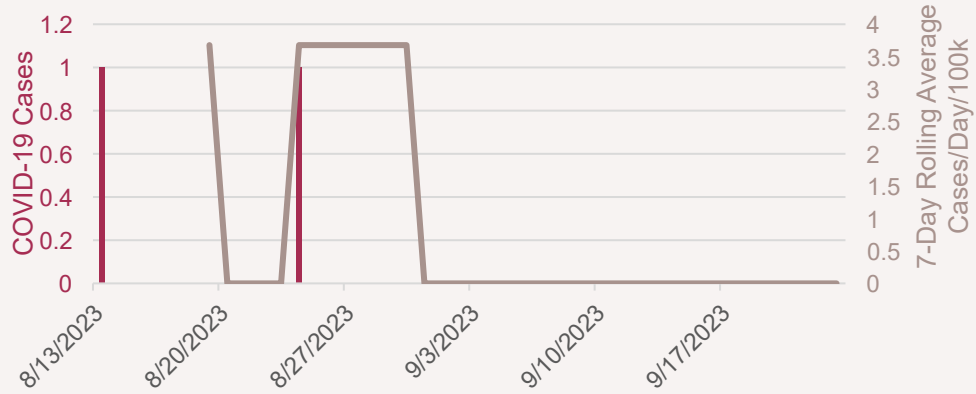


California Reportable Disease Information Exchange: CalREDIE

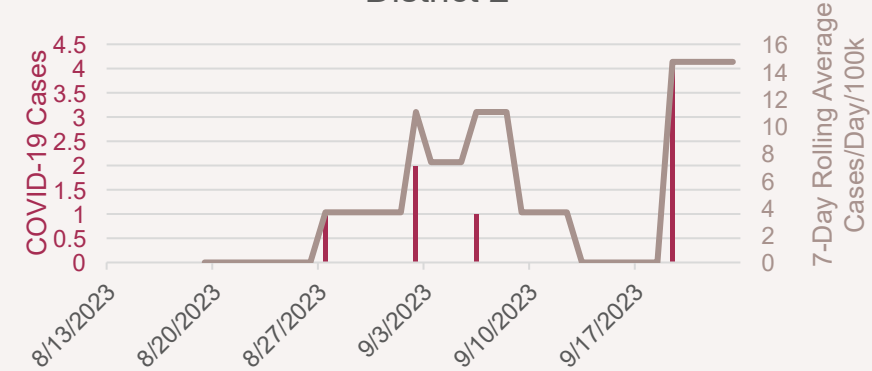
Plumas County COVID-19 Case Data



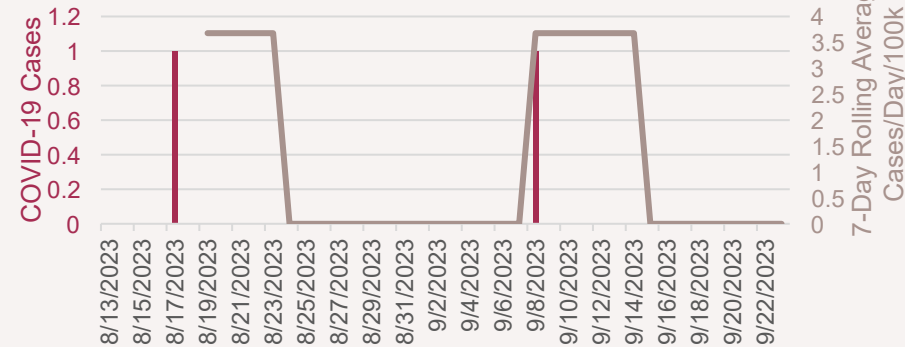
District 1



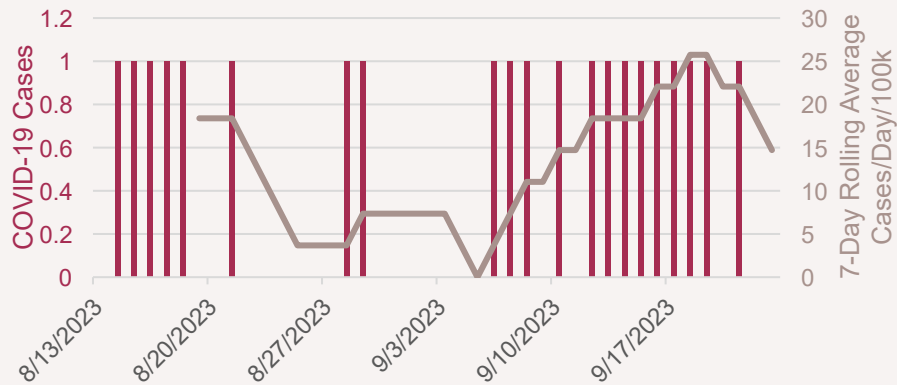
District 2



District 3



District 4



District 5




Plumas County COVID-19 Case Data



Program and Health Assessments

- Data Collection, Analysis, and Interpretation
 - Community Health: Community Health Assessments
 - Programs: Home Visiting Expansion Needs Assessment





*To rescue the fallen is good, but it's best
To prevent other people from falling...*

Joseph Malins (1895)

The Ambulance Down in the Valley

References

- 1. CDC Foundation. (2024). What is public health. [cdcfoundation.org](https://www.cdcfoundation.org/what-public-health).
<https://www.cdcfoundation.org/what-public-health>
- 2. Columbia University Irving Medical Center, Mailman School of Public Health. (2020 October, 21). What is epidemiology. [publichealth.columbia.edu](https://www.publichealth.columbia.edu/news/what-epidemiology#:~:text=Epidemiology%20is%20the%20foundation%20of%20public%20health%20and,knowledge%20on%20how%20to%20prevent%20and%20control%20them). <https://www.publichealth.columbia.edu/news/what-epidemiology#:~:text=Epidemiology%20is%20the%20foundation%20of%20public%20health%20and,knowledge%20on%20how%20to%20prevent%20and%20control%20them>
- 3. National Institutes of Health, National Institute on Deafness and Other Communication Disorders. (2011 September, 13). What is epidemiology. [Nidcd.nih.gov](https://www.nidcd.nih.gov/health/statistics/what-epidemiology).
<https://www.nidcd.nih.gov/health/statistics/what-epidemiology>
- 4. Versus Arthritis. (2020 May, 26). What is epidemiology and why is it important. [versusarthritis.org](https://www.versusarthritis.org/news/2020/may/what-is-epidemiology-and-why-is-it-important/).
<https://www.versusarthritis.org/news/2020/may/what-is-epidemiology-and-why-is-it-important/>
- 5. MPH Online. (n.d.). What is epidemiology. [mphonline.org](https://www.mphonline.org/importance-of-epidemiology/). <https://www.mphonline.org/importance-of-epidemiology/>



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jennifer Langston, Chief Code Enforcement Officer
MEETING DATE: October 8, 2024
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2024

Background and Discussion:

Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2024

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:

1. Axles Boneyard Towing LLC

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1 day of August, 2024, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard, LLC, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2024, through July 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2024, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS 

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.
 - e. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the

____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS ML

policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

f. 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.

g. 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 INITIALS

- 3 - CONTRACTOR INITIALS

ML

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS ML

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

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho (Building Services Director)

Contractor:

Axles Boneyard LLC
318 Ann Street
P.O. Box 123
Greenville, CA 95947
Attention: Michael Laszar

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

____ COUNTY INITIALS

- 5 - CONTRACTOR INITIALS

ML

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

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS 

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

CONTRACTOR:

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

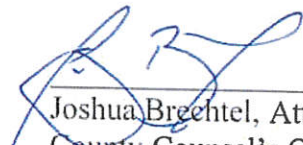
ATTEST

By: _____

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS



EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)284-7221, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

____ COUNTY INITIALS

- 8 - CONTRACTOR INITIALS ML

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

____ COUNTY INITIALS

- 9 - CONTRACTOR INITIALS ML

4. DISPOSITION OF VEHICLES

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at 318 Highway 89, Greenville, CA for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrapyard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

____ COUNTY INITIALS

- 10 - CONTRACTOR INITIALS ML

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

____ COUNTY INITIALS

- 11 - CONTRACTOR INITIALS ML

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due

to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at
the towing/dismantling company's posted rate

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.
- If vehicles are towed from the towing company's facility to any other dismantling facility, except for the Vehicle Dismantler Service Contract holder with Plumas County (Axles Boneyard), an additional towing fee will not be paid from the towing facility to the dismantling facility.



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jennifer Langston, Chief Code Enforcement Officer
MEETING DATE: October 8, 2024
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Brian T Phillips, sole Proprietor, dba Lake Almanor Towing; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Brian T Phillips, sole Proprietor, dba Lake Almanor Towing; effective August 1, 2024.

Background and Discussion:

Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Brian T Phillips, sole Proprietor, dba Lake Almanor Towing; effective August 1, 2024.

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:

1. Lake Almanor Towing

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1 day of August, 2024, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Brian T Phillips, an a sole proprietor, dba Lake Almanor Towing (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2024, through July 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2024, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS

BP

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.
 - e. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the

____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS BF

policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- f. 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.

- g. 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 INITIALS

- 3 - CONTRACTOR INITIALS BP

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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS BP

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

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho (Building Services Director)

Contractor:

Brian T. Phillips, a sole proprietor
dba Lake Almanor Towing
P.O. Box 1327
Susanville, CA 96130

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

____ COUNTY INITIALS

- 5 - CONTRACTOR INITIALS Bp

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

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS BP

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

CONTRACTOR:

Brian T. Phillips, a sole proprietor
dba Lake Almanor Towing

By: B. T. Phillips
Name: Brian Phillips
Title: Sole Owner
Date signed:

COUNTY:

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

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

ATTEST

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

Approved as to form:

Joshua Brechtel
Joshua Brechtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS BP

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)258-3062, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

____ COUNTY INITIALS

- 8 - CONTRACTOR INITIALS BP

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

____ COUNTY INITIALS

- 9 - CONTRACTOR INITIALS B.P

4. DISPOSITION OF VEHICLES

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at 318 Highway 89, Greenville, CA for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrapyard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

____ COUNTY INITIALS

- 10 - CONTRACTOR INITIALS BP

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

____ COUNTY INITIALS

- 11 - CONTRACTOR INITIALS BP

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due

____ COUNTY INITIALS

- 12 - CONTRACTOR INITIALS BP

to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

____ COUNTY INITIALS

- 13 - CONTRACTOR INITIALS BP

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at
the towing/dismantling company's posted rate

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.
- If vehicles are towed from the towing company's facility to any other dismantling facility, except for the Vehicle Dismantler Service Contract holder with Plumas County (Axles Boneyard), an additional towing fee will not be paid from the towing facility to the dismantling facility.

____ COUNTY INITIALS

- 14 - CONTRACTOR INITIALS BO



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jennifer Langston, Chief Code Enforcement Officer
MEETING DATE: October 8, 2024
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2024; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2024.

Background and Discussion:

Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2024.

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:

1. Axles Boneyard LLC Dismantling

PLUMAS COUNTY SERVICE
AUTHORITY FOR THE ABATEMENT
OF ABANDONED VEHICLES

DISMANTLING

SERVICE
AGREEMENT
AND
CONTRACT

This agreement and contract made and entered into this 1 day of August, 2024, by and between the County of Plumas, a political subdivision of the State of California ("County") and Axles Boneyard, LLC ("Contractor").

This agreement is made with reference to the following facts and purposes:

Whereas, the County wishes to secure the services of Operator for its abatement program; and

Whereas, the County desires to contract with CONTRACTOR to provide these services: Vehicle dismantling.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, AND THE FOLLOWING MUTUAL PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

PLUMAS COUNTY

VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT

1. This Vehicle Dismantler Service Agreement and Contract contains rules and regulations that a company agrees to comply with in order to participate in the County of Plumas. Participation in the Abandoned Vehicles Program is voluntary. Compliance with all of the terms and conditions of the Agreement and Contract is mandatory for participating dismantling companies. An operator, by contracting to participate in the program, establishes a contractual relationship with the County to provide services as an independent contractor and is not acting as an officer, agent or employee of the County, the County of Plumas or the City of Portola when performing services under the Contract.

2. TERM

This agreement is effective August 1, 2024, and shall continue in effect until July 31, 2025, unless terminated earlier as provided herein. The governing board of the County hereby approves and ratifies this agreement as of the effective date of August 1, 2024 and hereby approves for payment the services shown in the attached Exhibit "A"

3. SERVICE DISTRICTS

- A. The County shall establish service districts for dismantlers reasonably compatible with the geographical area tow districts established for tow service operators participating in the Abandoned Vehicle Abatement program. The County shall determine the dismantler to be utilized by each tow district based upon the alignment of dismantler service districts and tow service districts, as well as enrollment periods, reasonable rates, and any applicable addendum.
- B. Exceptions to compliance with the Contract shall not be authorized by verbal agreement. Any exception shall be documented as an addendum to the Contract and shall require County approval prior to implementation.
- C. A dismantler shall have a business office and maintain a storage facility within the service district.
- D. Within each dismantler service district, tow districts will be allocated to approximate a relatively even

distribution of vehicles for disposal to each dismantler.

1. The County shall only direct disposal of large commercial vehicles, oversize vehicles, recreational vehicles and similar large vehicles to operators having the means to dispose of such vehicles who have indicated an interest in disposing of them.
- E. Nothing in the Contract shall prohibit a County agent from directing a specific vehicle to a specific dismantler when, in their opinion, the necessary dismantling services are not available from the dismantler assigned to the respective tow district.

4. DISMANTLING OPERATORS

- A. Operators applying for a dismantler listing shall hold all licensing and authorizations to conduct business as a vehicle dismantler as required pursuant to Division 5, Occupational Licensing and Business Regulations, Sections 11500-11541, of the Vehicle Code and any other applicable Vehicle Code sections.
- B. Ownership status of the dismantling business will be confirmed by the County prior to final approval of the Contract.
- C. An operator's place of business shall have a sign that clearly identifies it to the public as a dismantling service. The sign shall have letters that are clearly visible to the public from the street.
- D. Business hours shall be posted in plain view to the public. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted with the reason for any closure during normal business hours and shall have a phone number where a request will result in a reasonable response to release property. The response time during normal business hours shall not exceed ninety (90) minutes.

For the purpose of the Contract, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Presidents' Day, Martin Luther King Day, Labor Day, Columbus Day, Memorial Day, Juneteenth, Independence Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

5. BUSINESS RECORDS

- A. The operator shall maintain records of all dismantler services furnished the County. The records will be maintained at the operator's primary place of business.
- B. At the operator primary office, they shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities local operating authorities, lien sale actions, and non-County dismantling.
- C. The County may inspect all operator records without notice during normal business hours. Plumas County or City of Portola audit authorities or private auditors or audit firms employed by the County,

County or City, may inspect operator records without notice during normal business hours in the furtherance of required annual audits of the County.

- D. Operators shall permit the County and its authorized agents to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. A receipt will be provided the operator for any (original) record removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of three (3) years plus the current term of any active service agreement and contract.
- F. Failure of the operator to comply with the inspection requirements shall be cause for suspension.

6. INVOICES AND BILLING

- A. Invoices shall be prepared for all services provided at the request of the County. Invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.
- B. Separate invoices shall be made for each vehicle dismantled under County direction, except where multiple vehicles are removed from a single address, a single parcel, or adjoining parcels under common ownership and the vehicles have common ownership.
- C. At least one (1) copy of each County service invoice shall be retained in the operator's business records. Two (2) copies of each such invoice shall be submitted to the County for billing for each service.

7. FINANCIAL INTEREST

- A. No dismantler operator or applicant shall be directly involved in the dismantling related business of any other operator providing services to the County within Plumas County or the City of Portola unless each operator has independently executed an application, service agreement and contract to provide services to the County.
- B. The sale or transfer of the controlling interest in a company shall immediately terminate the Service Agreement and Contract. A new owner may apply and enter into a Service Agreement and Contract to provide abandoned vehicle dismantling services to the County at any time.
- C. A terminated or suspended operator, and/or the dismantling business owner at the time of suspension or termination, shall not be eligible for any County business for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any dismantling business or operating any dismantling business, and to the dismantling business, even if operated under new ownership.

8. RESPONSE TO SERVICE NEEDS

- A. The operator shall be available to accept vehicles between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and on weekends when provided twenty-four (24) prior notice by the County. The operator shall advise the County, in advance, of any time they will be unavailable, as specified, to accept a vehicle. The operator shall not refer any vehicles to other dismantlers.

A failure to accept a vehicle for dismantling at County direction shall constitute failure to comply with the terms and conditions of this Service Agreement and Contract.

9. STORAGE FACILITY

- A. Operators shall maintain a place of secure storage, as further specified herein, for the storage of removed vehicles awaiting dismantling which has been delayed pursuant to legal intervention. Where such storage is at County direction a reasonable rate for such storage may be billed to the County.
- B. The operator shall be responsible for the security of removed vehicles, and any property contained therein, until lawful disposal. At a minimum, a fenced or enclosed secured area shall be provided for storage. The operator is responsible for the reasonable care, custody, control and disposal, as provided by law, of any property contained in dismantled vehicles.
 - 1. The operator shall maintain records of all such personal property disposal as required by law.
 - 2. The operator shall release personal property from a vehicle removed at County direction at the request of the vehicle's registered owner or agent during normal business hours. Property releases at other times shall be at the discretion of the operator and may be subject to after-hours release fees charged to the vehicle owner or his agent obtaining the property after hours.
 - 3. Personal property is considered to be items which are not affixed to, or a part of, the vehicle.
- C. The primary storage facility shall normally be at the same location as the business address. Personal property shall be released at the primary storage facility or place of business upon request of the vehicle owner or a person having a legal entitlement to the property.
 - 1. Prior to the utilization of new storage facilities that were not listed on the application for a County listing, the operator shall furnish the address to the County and obtain County approval prior to use of the new facility for County storage.
 - 2. The release of vehicles removed under direction of the County, prior to dismantling, shall be pursuant only to County written authorization or the order, properly served, of a competent court.

10. RATES

- A. Fees charged for services provided the County shall be reasonable and not in excess of those rates charged for similar serviced provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.
 - b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.
2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.
3. Fees for Special Operations
 - a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods, the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.
 - b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison.
 - c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.
- B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- C. No operator or employee shall refer to any rate as required or set by the County.
- D. Payments For Vehicles
 1. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

2. Each payment received by the County shall be credited against the cost of abating the involved vehicle and deposited in the County revenue account.

a. Where appeal or other process relieves the vehicle or property owner of responsibility for the cost of said abatement, the County shall issue payment received to the vehicle's owner.

E. The schedule of all rates and fees deemed reasonable and approved by the County shall be included as an addendum to, and be a part of, this Agreement and Contract

11. COLLUSION

A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other dismantler, tow operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the County.

B. A finding by the County that any operator or applicant has been involved in collusion shall be cause for denial of an application or immediate termination of the operator's Agreement and Contract. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation in any County Agreement and Contract for the current term, plus four years.

12. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:

1. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

2. Garage Keeper's Liability - Coverage for vehicles and property in the care, custody, and control of the operator with a combined limit of not less than \$100,000.

3. Worker's Compensation - Shall meet all applicable requirements of the laws of the State of California.

4. Liability insurance policies shall contain provisions specifying that:

a. The County, the County of Plumas, and the City of Portola shall be designated as additional insured as regards operations of the named insured under this Agreement and Contract; and

b. Any insurance maintained by the County, the County of Plumas and the City of Portola shall apply in excess of, and not contribute with, insurance provided pursuant to this Agreement and Contract; and

c. The insurer agrees to waive all rights of subrogation against the County, the County of Plumas and the City of Portola, their officers and employees for losses arising from work performed

by the named insured for the County.

- B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract. If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. 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
- C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.
- E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

13. DEMEANOR AND CONDUCT

- A. While involved in County dismantler operations or related business, the dismantler operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following.
 - 1. Rude or discourteous behavior.
 - 2. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
 - 3. Exhibiting any objective symptoms of alcohol and/or drug use.
 - 4. All County dismantler complaints received by the County against a dismantler or dismantler's employees will be accepted and investigated in a fair and impartial manner. The operator will be notified of the results of any investigation.
 - a. Should a complaint involve any potential criminal charges, the County will refer the issue and investigation to the law enforcement agency having primary jurisdiction over the potential criminal matter and provide all reasonable support and cooperation to the investigating agency during the investigation and any prosecution which may subsequently occur.

14. COMPLIANCE WITH LAW

- A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.
 - 1. Any violation of law resulting in disciplinary action against an operator or employee by the Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the

County, of the operator's Agreement and Contract.

2. The provisions contained in Section 13, Demeanor and Conduct, do not preclude the County from initiating appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law will be referred to the law enforcement agency with primary jurisdiction.
3. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the dismantling business, stolen or embezzled property, a crime of violence, a drug-related offense, or moral turpitude while involved in County business shall be cause for immediate removal of the dismantler as an authorized County dismantler, denial of operator application, or immediate termination of the Agreement and Contract.
 - a. An operator or employee arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.
 - b. Where the crime involves only an employee, action against the dismantler will be effective for the duration of the convicted employee's employment.

15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

- A. The operator agrees, as a condition of inclusion on the list of County dismantling providers, to comply with all terms and conditions of the Agreement and Contract. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions may be cause for suspension, or termination from the County provider list.
- B. Alleged violations of the Agreement and Contract will be investigated by the Plumas County Code Enforcement Office. The operator will be notified of the findings within 30 calendar days of the conclusion of the investigation.

16. DISCIPLINARY ACTION

- A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.
 1. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.
 2. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).
 3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall

be cause for immediate suspension or termination.

4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

17. TERMS OF DISCIPLINARY ACTION

- A. Except as specifically stated in the Agreement and Contract, minor violations of the terms and conditions of the Agreement and Contract may be cause for disciplinary action in the following manner:
 1. First violation within a 12 month period - written notice of violation
 2. Second violation within a 12 month period - 1 to 30 day suspension
 3. Third violation within a 12 month period - 30 to 90 day suspension.
 4. Fourth violation within a 12 month period - termination of the Agreement and Contract.
- B. Violations of the terms and conditions of the Agreement and Contract that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.
 1. When considering punitive action for a major violation of the Agreement and Contract, the County may take into consideration all major and minor violations that occurred within 36 months prior to the date of the current violation.
- C. Termination shall be invoked at any time the County determines that continued participation in the Abatement Program by the affected dismantler may result in a hazard to public safety and/or welfare, or the operator has been convicted of an offense set forth in section 14-A-3.
- D. Nothing herein shall be deemed to prohibit the County from immediately suspending any operator or employee whose conduct, in the opinion of the County, is deemed to be a danger to the public or who has engaged in conduct constituting a flagrant violation of the Agreement and Contract.

18. APPEAL AND HEARING

- A. In the event the County notifies the operator of disciplinary action, the operator may appeal by

requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.

1. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

19. AGREEMENT AND CONTRACT REVIEW

- A. The purpose of this section is to provide a process for a review of the terms and conditions of the Agreement and Contract in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators having executed such Agreement and Contract with the County.
- B. Requests for review may be initiated by operators, shall be submitted in writing, and shall set forth the factual circumstances, law, or conditions upon which the request is based. Requests for Review shall be evaluated by the County staff and/or legal counsel. If cause is determined to exist, recommendations for modification of current and future Agreement and Contracts will be presented to the Board of Directors for review, approval and implementation.
 1. Subsequent to any modifications of the Agreement and Contract approved by the Board, addendums will be distributed to affected operators effectively altering the terms of such Agreement and Contracts.
 2. An operator may elect to decline the alteration of their Agreement and Contract by this process, in which case such Agreement and Contract shall immediately be terminated.
 3. Alterations resulting from a review shall be applicable only to operators affected by the factual circumstances, law, or conditions which necessitate the alteration.
 4. A review, when granted, will not automatically authorize a change in the terms and conditions of the Agreement and Contract.

20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial

connection with the County, the County of Plumas or the City of Portola.

21. TERMINATION

This Agreement and Contract may be terminated immediately and without cause by either party by giving written notice to the other party.

22. MISCELLANEOUS PROVISIONS

- A. Assignment. The rights and duties established by this Agreement and Contract are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- B. Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- C. Controlling Law. This Agreement and Contract shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- D. Notices. Any notice required or permitted by this Agreement and Contract shall be given by United States Mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

County:

Planning & Building Services
Attn: Code Enforcement Officer
555 Main Street
Quincy, CA 95971

Operator:

Axles Boneyard, LLC
Attention: Michael Laszar
318 Ann Street, P.O. Box 123
Greenville, CA 95947

- E. Entire Agreement. This Agreement and Contract constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement and Contract.
- F. Severability. If any provisions of this Agreement and Contract are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement and Contract or render it meaningless, the Agreement and Contract shall be deemed canceled.
- G. Independent Contractor. Operator is an independent contractor and no employment relationship between Operator and County is created by this Agreement and Contract. This Agreement and Contract is not an agency agreement, and Operator is not the agent of Services Authority for any purpose whatsoever. Operator is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. No employee or independent contractor of Operator shall become an employee or agent of County by virtue of this Agreement and Contract or the services performed hereunder.

- H. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), the County, County of Plumas, and City of Portola shall not be liable for, and Operator shall defend and indemnify County, County of Plumas, and City of Portola, and their respective officers, agents, employees, and volunteers (collectively “Authority Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Operator or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of Authority Parties. Operator shall have no obligation, however, to defend or indemnify Authority Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Authority Parties.
- I. **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.
- J. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency’s codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. OPERATOR APPROVAL

I certify that all employees operating under this County Agreement and Contract are qualified and competent. I further certify that I have read and understand this Agreement and Contract and agree to abide by all the provisions.

CONTRACTOR:

Axles Boneyard, LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST

By: _____

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office

Exhibit "A"

Dismantling and disposing of motorhomes, RV's, trailers,
and boats \$55 per foot

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material.....NO CHARGE



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health for psychiatric and addiction treatment; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) 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 Reno Behavioral Health for psychiatric and addiction treatment; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) combination of State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

Reno Behavioral Healthcare Hospital provides comprehensive inpatient and outpatient programs for psychiatric and addiction treatment, detox and chemical dependency, and adolescent services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health for psychiatric and addiction treatment; effective July 1, 2024; not to exceed \$100,000.00

Fiscal Impact:

No General Fund Impact. A combination of State and Federal Funds.

Attachments:

1. 3336 FINAL (1)

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$100,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

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

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

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

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

Contractor:
Allison Zednicek, Chief Executive Officer
Reno Behavioral Healthcare Hospital
6940 Sierra Center Pkwy
Reno, Nevada 89511

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

By: _____
Name: Don Butterfield
Title: Executive Officer
Date signed:

COUNTY:

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

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

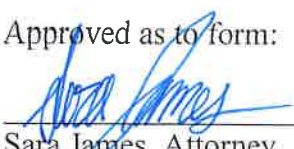
APPROVED AS TO CONTENT:

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

ATTEST:

Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:



Sara James, Attorney
County Counsel's Office

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and, Reno Behavioral Healthcare Hospital, LLC referred to herein as Business Associate (“BA”), dated July 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Allison Zednicek
Title: Executive Director
Address: 6940 Sierra Center Pkwy
Reno, NV 89511
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Reno Behavioral Healthcare Hospital is a 124-bed facility providing comprehensive inpatient and outpatient programs for psychiatric and addiction treatment in a peaceful, therapeutic environment.

Each patient receives an individualized treatment plan to help ensure success. Programs address any underlying trauma that may be the root of the problem. Trauma-Informed Care is embedded in all they do.

Programs include:

- Adult Inpatient Treatment
- Detox and Chemical Dependency
- Adolescent Services
- Partial Hospitalization Program
- Intensive Outpatient Program
- Eating Disorders

SUBSTANCE USE DISORDER & CHEMICAL DEPENDENCY TREATMENT PROGRAMS

Substance use disorder is a progressive illness, and a person's mental health is often an underlying issue. For that reason, Reno Behavioral Healthcare Hospitals' rehabilitation program addresses the multiple challenges that may come with addiction:

- Alcohol and Drug Abuse
- Depression/Mood Swings
- Anxiety
- Urges and Cravings
- Post-Acute Withdrawal Symptoms
- Relapse/Lack of Motivation

Programs are primarily staffed with licensed Alcohol and Drug Counselors with advanced, Master's-level education. Their training provides a strong background in both substance use and underlying mental health issues, which can result in a more rounded treatment experience.

COMPREHENSIVE ADDICTION TREATMENT INCLUDES:

- Individualized treatment and recovery plan for a healthy and sober lifestyle
- Addiction Cycle Education
- Stress Management
- Group Therapy

- Family Therapy
- Coping-Skill Building

ADOLESCENT SERVICES

Inpatient and outpatient treatment for adolescents ages 12-17 with mental health and/or drug/alcohol use issues.

Adolescents are always hospitalized separately from adults. Our Treatment team provides 24-hour monitoring, treatment and stabilization for individuals, who may be struggling with problems with problems such as:

- Anxiety/Panic
- Bipolar/Disorder
- Depression
- Drug/Alcohol use, misuse or unhealthy/harmful use
- Post-Traumatic Stress Disorder
- Psychosis/Schizophrenia
- Suicidal/homicidal thoughts

We create a structured environment that encourages rapid recovery and a return to the community for follow -up care as needed.

ADULT INPATIENT TREATMENT FOR MENTAL HEALTH

General Psychiatric Trauma-Informed Inpatient Program

Reno Behavioral Healthcare Hospital offers a safe, secure and therapeutic environment for adults age 18 and older. Their treatment team provides 24-hour monitoring, psychiatric care and stabilization for patients who suffer from common conditions such as:

- Depression
- Bipolar Disorder
- Psychosis/Schizophrenia
- Anxiety
- Substance-Related Disorders with Psychiatric Symptoms

Treatment services are focused on helping patients develop the necessary coping skills to deal with the issues that led them to hospitalization.

The highly structured program includes:

- Group therapy
- Medication management
- Recreation therapy
- Socialization therapy
- Expressive therapy

OUTPATIENT SERVICES

Outpatient Services provide needed treatment without the overnight stay.

Partial Hospitalization Program

Programming is based on highly structured, evidence-based treatment models offered within a safe and therapeutic environment. Monday-Friday, two to four weeks

Intensive Outpatient Program

Substance Use Disorder. Highly structured and includes group therapy as well as medication management if required.

Benefits of Outpatient Services

- Alternative to inpatient hospitalization
- A step-down program from inpatient care
- Tools for identifying and coping with triggers
- Comprehensive evaluation and individualized wellness and recovery treatment plan
- Medication consultation and management
- Evidence-based Treatment
- Intensive Group Therapy, Cognitive Behavioral Therapy, Illness Management Recovery
- Aftercare referrals

EXHIBIT B - FEE SCHEDULE

Adult Daily Rate \$ 1,512.00

Older Adult Rate \$ 1,538.00

Child/Adolescent \$ 1,630.00

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

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



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: October 8, 2024

SUBJECT: Adopt **RESOLUTION** for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel.

Recommendation:

Adopt **RESOLUTION** for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel.

Background and Discussion:

The Annual Update Plan for Plumas County Mental Health Services Act is necessary to assure continued funding. The annual update reflects monetary changes to Plumas County contracted partners in order to meet the needs of the programs they provide residents.

Action:

Adopt **RESOLUTION** for Behavioral Health Department's Mental Health Services Act program and expenditure plan, annual update FY 23/24; (No General Fund Impact) Mental Health Services Act state funding ; approved as to form by County Counsel.

Fiscal Impact:

Mental Health Services Act state funding

Attachments:

1. 3877 FINAL
2. MHSA AU FY 2324 Final

RESOLUTION NO. 2024-

ADOPTING BEHAVIORAL HEALTH DEPARTMENT'S MENTAL HEALTH SERVICES ACT (MHSA) PROGRAM AND EXPENDITURE PLAN ANNUAL UPDATE FY 23/24, GRANTING THE DEPARTMENT DIRECTOR SIGNING AUTHORITY

WHEREAS, approving an Annual Update Plan for Plumas County Mental Health Services Act (MHSA) is necessary to assure continued MHSA funding; and

WHEREAS, The county mental health program mandates the County Board of Supervisors approve the MHSA Annual Update to the MHSA 3 year plan that was adopted by the board on October 10, 2023; and

WHEREAS, the 23/24 annual update reflects monetary changes to specific contract partners in order to meet the needs of the programs they provide; and

WHEREAS, The Behavioral Health Commission has reviewed and approved the 23/24 Annual Update to go to a 30-Day public comment that occurred July 3, 2024, through August 3, 2024, and a public hearing and adoption by the Behavioral Health Commission that occurred on August 7, 2024.

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

1. Board of Supervisors hereby adopts the Plumas County Mental Health Services Act Program and Expenditure Plan Annual Update FY 23/24; and
2. Board of Supervisors hereby designates the Plumas County Behavioral Health Department as the county's administrator of the MHSA Plan; and
3. Board of Supervisors hereby authorizes the Director of Behavioral Health to submit the plan and sign related documents for implementation, reporting, and acquisition of funds for the Plumas County MHSA Program.

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: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood, Chair Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:


Joshua Brachtel, Attorney
County Counsel's Office



PLUMAS COUNTY MENTAL HEALTH SERVICES ACT ANNUAL UPDATE FY 23/24

PLUMAS COUNTY BEHAVIORAL HEALTH

Mental Health Services Act

Annual Update FY 23/24

POSTED FOR PUBLIC COMMENT

July 3, 2024 through August 2, 2024

The MHSA FY2023-2026 Three-Year Plan is available for public review and comment from August 2, 2023 through September 1, 2023. We welcome your written feedback. Comments may also be made during the Public Hearing, to be held on

Public Hearing Information:

Behavioral Health Commission Meeting
Wednesday, August 7, 2024 @ 1:00pm Court House Board Room

Comments or Questions? Please contact:

Kristy Pierson MHSA Coordinator
MHSA Three-Year Plan Feedback
Plumas County Behavioral Health
270 County Hospital Rd., Suite 109, Quincy, CA 95971
Phone: (530) 283-6307; 7011200 Fax: (530) 283-6045

e-mail: kpierson@pcbh.services *Thank you!*

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION

County/City: Plumas

- ☐ Three-Year Program and Expenditure Plan
☒ Annual Update 23/24
☐ Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller/City Financial Officer
Name: <u>Sharon Sousa</u>	Name: <u>Martee Graham</u>
Telephone Number: <u>530-283-6307</u>	Telephone Number: <u>530-283-6249</u>
E-mail: <u>ssousa@pcbh.services</u>	E-mail: <u>marteenicman@countyofplumas.com</u>
Local Mental Health Mailing Address: <u>270 County Hospital Rd #109 Quincy CA 95971</u>	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

<u>SHARON R. SOUSA</u> Local Mental Health Director (PRINT)	<u>Sharon R. Sousa</u> <u>LMH</u> <u>09/15/2024</u> Signature Date
--	---

I hereby certify that for the fiscal year ended June 30, _____, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, _____. I further certify that for the fiscal year ended June 30, _____, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is an Annual Revenue and Expenditure report attached, is true and correct to the best of my knowledge.

<u>Martee Graham Plumas County</u> County Auditor Controller / City Financial Officer (PRINT)	<u>Martee Graham</u> <u>8/15/24</u> Signature Date
--	---

COUNTY: Plumas

(Check one:)

☐ **THREE-YEAR PROGRAM & EXPENDITURE PLAN**
FISCAL YEARS 202__ - 202__ through FY 202__ - 202__

☒ **ANNUAL UPDATE FY 2023 - 2024**

☐ **UPDATE FY 202__ - 202__**

DESCRIPTION & CHARACTERISTICS OF COUNTY

Plumas County is a rural county that lies in the far northern end of the Sierra Nevada range. The region's rugged terrain marks the transition point between the northern Sierra Nevada Mountains and the southern end of the Cascade Range. More than 75% of the county's 2,553 square miles is National Forest. The Feather River, with its several forks, flows through the county. Quincy, the unincorporated county seat, is about 80 miles northeast from Oroville, California, and about 85 miles from Lake Tahoe and Reno, Nevada. State highways 70 and 89 traverse the county. The county's communities are nestled in different geographic areas, such as Chester in the Almanor basin, the communities of Greenville and Taylorsville in Indian Valley, the town of Quincy in American Valley, Blairsden, Graeagle, and Clio in Mohawk Valley, and the town of Portola, which lies west of Sierra Valley on Highway 70.



Population Estimates

The county's population is approximately 19,443 (*US Census 2022 Population Estimates Program*). Plumas County's largest town is the incorporated city of Portola, home to approximately 2,083 residents (*US Census 2021 Population Estimates Program*). The town of Quincy, the county seat, has an estimated population of 1706, and East Quincy a population of 2279, with the greater Quincy area's (American Valley and surroundings) population at approximately 7,000. The County's population is comprised of 90.3% Caucasian or White, approximately 10.5% identify as Hispanic or Latino, those who identify as two or more races is 4.1%, 3.2% are Native American or Alaska Native, and the balance consists of individuals from other race/ethnicity groups.

There are over 1,900 veterans who are residents, which represents up to 10.7% of the County population. Approximately 17% of the population is under 18 years of age with 4% of that being children under the age of 5 (US Census 2022); 51% are ages 18-65, with over 65 years at 32%. The US Census shows that 49.8% of the total population is female.

The US Census estimates that 7% of the population of Plumas County speaks a language other than English at home, with the predominate language being Spanish. However, Plumas County

has no threshold language, per the Department of Health Care Services (DHCS) formula, but Plumas County Behavioral Health strives to offer services and materials in Spanish and any primary language of the individual client.

Social Determinants of Health

Plumas County's unique topography and geography (multiple and diverse, isolated communities separated into high valleys by overlapping mountain ranges) directly affect each communities' social determinants of health. Generational poverty and the ongoing decrease of once prosperous natural resource industries have made long-term deleterious economic impacts on rural communities in Northern California, as well as cutting financial reimbursement levels to local infrastructure (reducing Secure Rural Schools Act funding and declining timber receipts), lack of affordable housing and healthcare options, chronic under- and unemployment, few adult vocational/tech educational opportunities due to many years of funding cuts and underfunding local vocational programs, and the lack of innovation and shoring up of economic development programs, have contributed to long-term health disparities in this rural county.

- Food insecurity rates among the population have increased, with child food insecurity rates higher than for adults (28.6% vs.18.6%).
- Median household income in Plumas County has increased but remains below state and national levels, \$67,885 compared to California's of \$84,097 (*US Census Bureau 2021*).
- 12.6% of county households live below the Federal Poverty level.
- Plumas County ranks 54th of 58 counties for overall health outcomes.
- Demand for and low inventory of affordable housing impacts families' overall income spent on renting, thus impacting financial health – greater competition for affordable rentals. Families who may otherwise stay in county must move away to find affordable housing.
- Plumas County lacks inventory to meet the permanent affordable housing needs of local individuals and families (affordability of homes to purchase).
- Increasingly higher estimates of overall depression-related feelings in 7th, 9th, and 11th graders in study years 2015-17, than the state average and compared to prior study years for Plumas County youth in 2011-13 and 2013-15 (*CA Health Kids Surveys*). For example, these estimates increased for the same cohort from 19.3% in 2011-13 (7th grade) to 29% in 2013-15 (9th grade) to 39.6% in 2015-17 (11th grade).

Homelessness and the Plumas County 2023 Point In Time (PIT) Count

Plumas County Behavioral Health MHSA program has been providing direct homeless services for a number of years to new and ongoing clients, as well as referrals for homeless services and other emergency supports to the lead agency, Plumas Crisis Intervention and Resource Center, for residents who don't meet eligibility for mental health services at PCBH. As part of the department's commitment to meet community needs for homeless services, PCBH partners with multiple agencies, such as Plumas Rural Services, Environmental Alternatives, and PCIRC.

The 2023 Point-in-Time Survey collected data on a total of 128 individuals experiencing homelessness in Plumas County. Of these individuals:

- 52 were sheltered, 76 unsheltered.
- 76 were male, 49 were female.

- Most individuals were ages 25-34 (18%), or ages 55-64 (28%)
- There were 18 children under the age of 17.
- 40% reported they have lived in the county all or the majority of their lives.
- 27% of individuals have only been in the county 1-5 years.
- 3 unsheltered individuals were veterans.
- Less than 7% of reported mental health being a reason for being homeless.
- 19% reported that they were impacted by the 2021 Dixie Fire

Plumas County agencies and the local Housing Continuum of Care (CoC) Advisory Board continue to work towards expanding the continuum of housing services for homeless individuals and families, including increasing the affordable housing inventory for both rentals and homebuying and housing for special populations, such as initiatives funded through the CA Department of Housing and Community Development (HCD)

Access to affordable permanent housing with supportive services is a significant barrier that prolongs suffering for individuals and their families. The table below gives an overview of the PIT count demographics.

Age Group	% of Total	Race	% of Total	Gender	% of Total	Language Spoken	% of Total	Threshold (Y/N)
0-5 yrs.	4.6%	White	84.3%	Female	38.2%	English	92.7%	Y
6-18 yrs.	9.3%	Black or African American	0%	Male	59.3%	Spanish	7.3%	N
18-65 yrs.	81.2%	Asian	0%			Vietnamese		
65 & older	4.6%	Native Hawaiian or other Pacific Islander	0%			Cantonese		
Military Status	% of Total	American Indian or Alaska Native	5.4%			Mandarin		
		Other				Tagalog		
Veteran	2.3%	More than one race	0%			Cambodian		
Active Duty		Ethnicity	% of Total			Hmong		
Civilian						Russian		
						Hispanic	4.6%	Farsi
		Non-Hispanic	91.4%			Arabic		
						Other (Specify)		

Unserved Populations	Underserved Populations
Veterans	Private insurance
Senior Citizens	Mild/Moderate
	Youth

Plumas County is a frontier county with limited resources in comparison to the rest of California. After Covid 19 and the Dixie fire, Plumas County experienced a large decrease in staffing, especially among the licensed clinicians. Plumas County has had multiple open positions for clinicians for the past 3 years with no applicants. PCBH is currently down 50% of its clinical staff.

Plumas County is still recovering from the Dixie Fire in 2021. The residents of the county continue to experience trauma from this event which creates a greater need to address the trauma among our entire community.

Mental Health has also become a greater focus after Covid-19 and we are finding that multiple agencies are looking to hire their own clinicians and they are able to offer higher wages and better benefits and hours than the county. Over the past 2 years we have lost multiple clinical staff members to other local agencies due to the perks that these agencies can offer.

The needs of the unserved and underserved populations are difficult to address due to a combination of meeting medical necessity for severely mentally ill, alternate insurance carriers and a lack of staffing to provide the services. Plumas County has limited resources and a lack of non-profit agencies to contract with for services. Plumas County also struggles with a lack of managed care options.

Veterans, Senior Citizens, and those with private insurance are referred to managed care providers which is very difficult to find in Plumas County. This leaves these individuals having to travel to Reno or Chico to get mental health services, both of which are anywhere from 1-2 hours away from any given Plumas County community.

Plumas County youth are another underserved population. PCBH has partnered with the local school district to help narrow this gap, but it continues to be a struggle for youth who do not have Medi-Cal insurance. PCBH obtained the MHSSA grant in partnership with Plumas Unified School District in 2021 to help provide free mental health services for all students. This service is called "E-Therapy" and is a telehealth service offered at each school site in the county. During the 23/24 school year E-Therapy provided 114 unduplicated students with services. In other words, an extra 114 students were able to receive mental health services this year that otherwise wouldn't have been able to receive services due to their insurance or difficulties with travel to see a provider.

The fully served clients would include our FSP clients who are eligible for ancillary services that could include, but are not limited to, assistance with utilities, clothing, food, rental assistance, housing, gas or bus passes to get to appointments or a job etc. FSP is a whatever it takes model to help a client stabilize. Non-FSP clients are eligible for up to \$300 a year in ancillary assistance.

Threshold Language	% of Service Providers
English	100%

A. Percentages of diverse cultural, racial/ethnic and linguistic groups represented among direct service providers, as compared to percentage of the total population needing services and the total population currently being served.

Ethnicity	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served	Race	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served
Hispanic		1.3%	10%	White		72%	82%
Non-Hispanic				African American or Black		1.3%	1.8%
More Than One Ethnicity				Asian		0.7%	1.3%
Unknown		0.97%	3%	Native Hawaiian or Other Pacific Islander			
				Alaska Native or Native American		2.3%	4.0%
				Other		.01%	1.5%
				More Than One Race			
				Unknown		9.7%	6.6%

Gender	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served
Female		53%	48%
Male		46%	51%

Language Spoken	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served	Veteran	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served
English	100%	95%	97.4%	Yes			
Spanish		3.8%	1.1%	No			
Vietnamese				Declined to Answer	100%		
Cantonese							
Mandarin							
Tagalog							
Cambodian							
Hmong							
Russian							
Farsi							
Arabic							
Other		0.4%	1.5%				

Disability							
Communication	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served	Disability Types	% of Direct Service Providers	% of Total Population Needing Services	% of Total Population Currently Being Served
Seeing				Mental (not SMI)			
				Physical/Mobility			
Hearing or Having Speech Understood				Chronic Health Condition			
Other (specify)				Other (specify)			

The main barrier that Plumas County faces for being able to implement programs is the lack of staffing and the lack of resources available in a frontier county. It is difficult to run a program when you don't have people to staff it or community agencies to contract with to provide the services. Plumas County is severely limited on agencies that have the staffing or capacity to run programs as well.

COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS (CPPP)

MHSA Community Program Planning and Local Review Process

County: PLUMAS **30-day Public Comment period:**

Date of Public Hearing:

The Plumas County Behavioral Health (PCBH) MHSA Community Program Planning Process for the 23/24 Annual Update and Expenditure Plan, builds upon the continuous planning process that started several years ago and operates under the MHSA 2023-2026 Three Year Plan. Over the past several years, this planning process has developed into obtaining input from diverse stakeholders through focus groups, stakeholder meetings, and survey results.

Components addressed by the planning process included Community Services and Supports (CSS); Prevention and Early Intervention (PEI); Innovation; Workforce Education and Training (WET); Capital Facilities/Technological Needs (CFTN); and Housing. In addition, PCBH provides basic education regarding mental health policy; program planning and implementation; monitoring and quality improvement; evaluation; and fiscal and budget components.

In addition to reviewing stakeholder input, we analyzed data on our client service utilization to determine if clients are successfully achieving positive outcomes. Outcome and service utilization data is regularly analyzed and reviewed by management to monitor clients' progress over time. This data has helped us to understand service utilization and evaluate client access and has been instrumental in our planning process to continually improve mental health services.

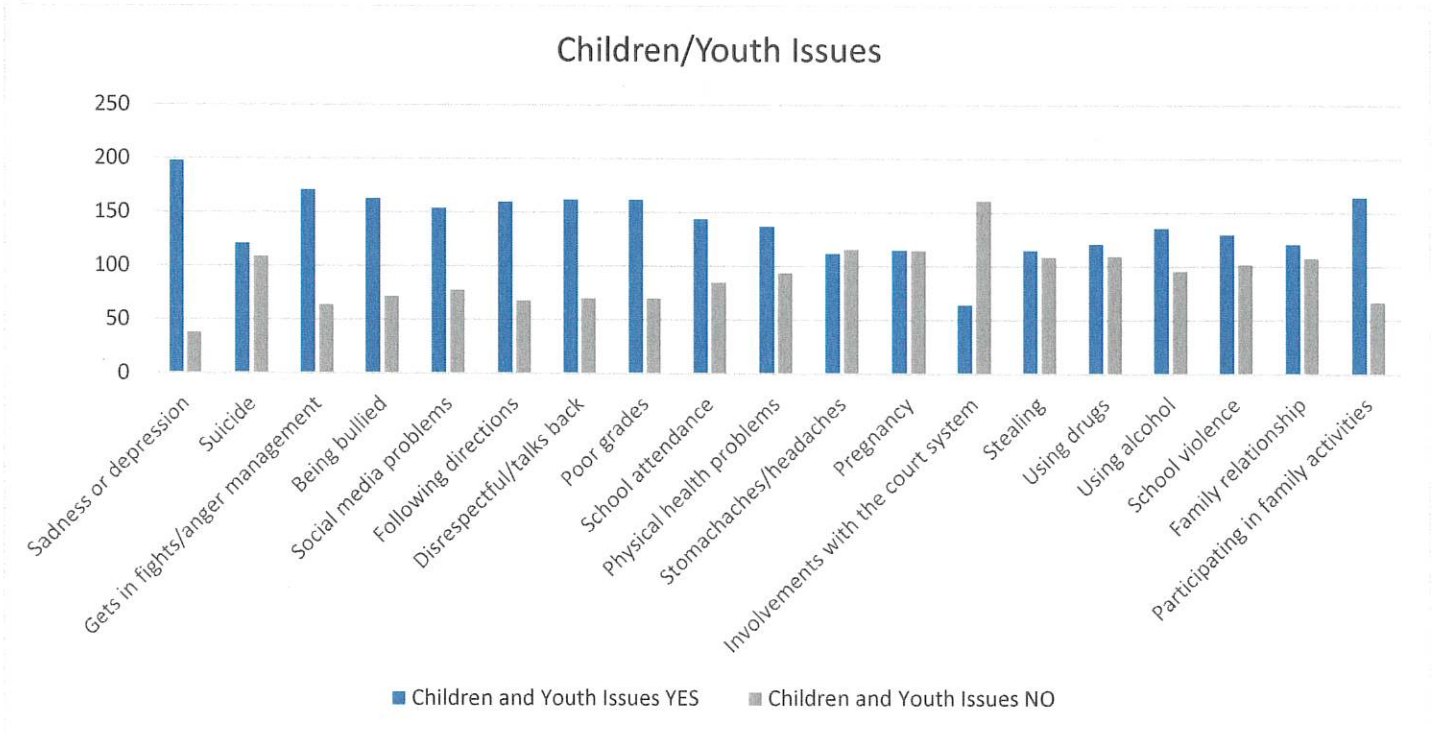
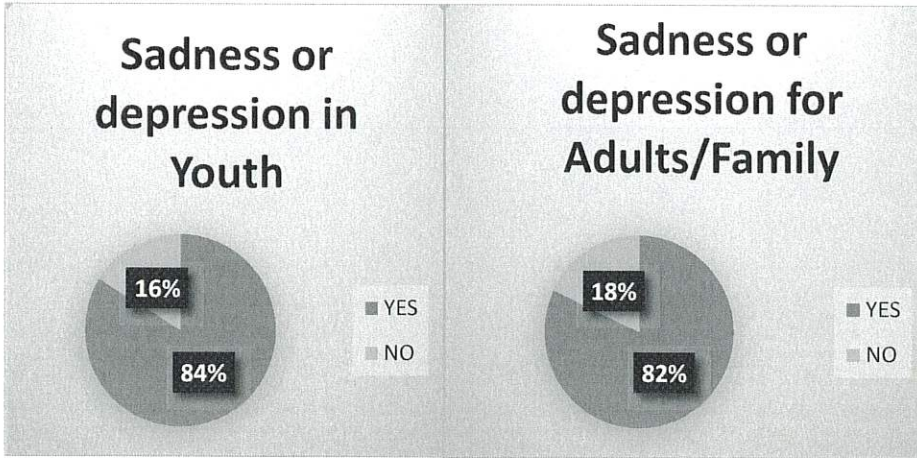
A primary goal of this Annual Update includes a focus on funding for continuing programming that offers expanded services to underserved and unserved populations, with program changes to address stakeholder feedback obtained in the 2023 and 2024 stakeholder meetings and the development of the 2023-2026 Three Year Plan.

MHSA Program staff disseminated over 300 surveys and collected 281 Community Mental Health Priority surveys in February 2023. MHSA program staff obtained input from 32 youth, 9 Law Enforcement, 14 senior citizens, 9 Veterans, 76 school staff, 82 clients and 59 community members.

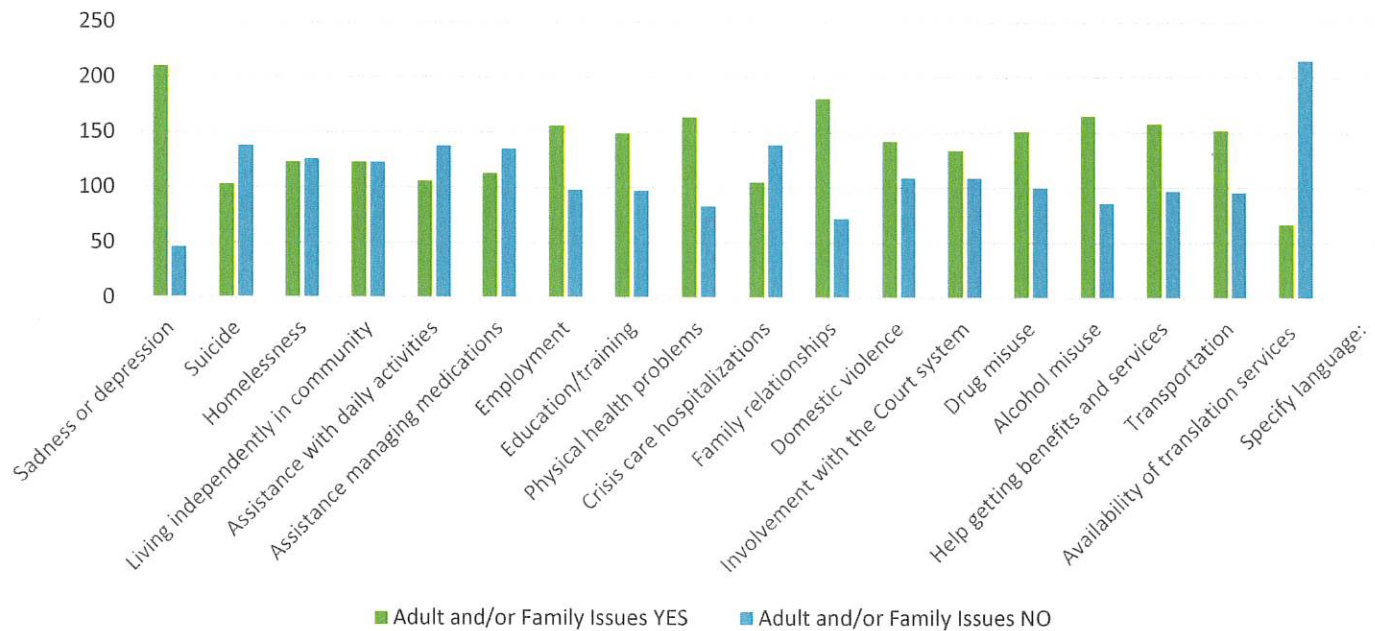
The top areas of concern to stakeholders are:

1. Sadness and Depression among youth and adults
2. Improving access to services for children and their families
3. Family Relationships
4. Anger Management
5. Alcohol Misuse
6. Physical health problems
7. Help getting benefits and services
8. Employment
9. Bullying, poor grades and disrespectful youth

10. Domestic Violence
11. Involvement with the court system
12. Homelessness



Adult/Family Issues



Plumas County MHSA Program staff scheduled 2 Community Program Planning meetings for all stakeholders and community members. Both meetings were online, one on April 22nd at 10:00am and the other on April 25th at 1:00pm. Due to the unknown status of Proposition 1, these meetings were held later than normal so MHSA staff could inform the community about the changes, challenges and limits that Proposition 1 will mean for Plumas County and its current MHSA programs. MHSA staff engaged the stakeholders in open conversations about the current needs and gaps of Plumas County and how the remainder of the 2023-2026 Three Year Plan will operate given the changes that Proposition 1 will bring in 2026 and the time it will take to adjust to these changes so Plumas County can be ready to implement the new guidelines on time.

The MHSA Coordinator conducted the stakeholder surveys in 2023 and the community meetings in April 2024. See Appendix A. for supporting documents.

In the Appendices, the following documents may be included:

- A. The outline of the training or the presentation offered or provided to stakeholders, clients, and family members of clients who are participating in the CPPP.
- B. Copies of email blasts, website screenshots, flyers, notices in social and print media, etc. that were used to offer the training to stakeholders, clients, and family members of clients who are participating in the CPPP.
- C. Copies of materials used to announce planning meetings and other CPPP activities as well as presentations/handouts for the meetings and other activities.

DEMOGRAPHIC	CPPP PARTICIPANTS	County Total Population
Age Group		
Youth (under 21)	32	
21-59	226	
60 and older	23	
Race/Ethnicity		
American Indian or Alaskan Native	20	
Asian	10	
Black or African American	3	
Hispanic or Latino	19	
Native Hawaiian or Pacific Islander		
White	210	
Multi-racial		
Other	21	
Gender		
Female	170	
Male	86	
Other	25	
Language Spoken at Home		
English	281	
Spanish	unknown	
Other	unknown	

AFFILIATION/AREA OF INTEREST	CPPP PARTICIPANTS
Adults and Older Adults with SMI	82
Families of children & Tay with SMI	32
Behavioral Health Service Providers	
Law Enforcement Agencies	9
Education	76
Social Services Agencies	
Veterans	7
Representatives of Veterans	2
SUD Providers	
Health Care providers	
Senior Citizens	14
Community Members	59
Other	

Plumas County Behavioral Health staff created an MHSA 101 slideshow that covers the basic components, funding categories and the purpose and requirement of each category. However, the slideshow was not shown during the 2024 stakeholder meetings because Proposition 1 will change these guidelines under the new 3 year plan. A hard copy of this slideshow can be found in appendix A. A new slideshow will be developed to cover the guidelines under BHSA that will begin in July 2026 but will need to be available for the community and stakeholders in 2025 for planning purposes.

Plumas County makes every attempt and effort to gain stakeholder involvement and feedback in the MHSA. The MHSA coordinator holds a quarterly MHSA meeting, a quarterly Cultural Competency meeting, attends and reports at the monthly Behavioral Health Commission Meetings. The MHSA Coordinator has also gone out into the community to meet with other agencies, schools, other therapy providers in the community and MHSA contract partners to invite them to any of the meetings and to answer any questions about the MHSA.

The Behavioral Health Commission is updated monthly on the MHSA and is made up of consumers or family members, community members, youth, and a Board of Supervisors attendee. In recent months we have been able to get other community agencies to regularly attend the Commission meetings such as a representative from Veterans Services and Plumas Charter School. The Commission reviews all the MHSA plans and updates before they are posted for the 30-day public comment or sent to the Board of Supervisors for final approval.

Stakeholder meetings were scheduled online and accessible for everyone in each of the 4 communities. Over 300 surveys were handed out throughout the community in 2023 and a total of 281 were returned with stakeholder feedback about problem areas and needed services in this county.

Stakeholder Comments and Feedback from the 2023 Stakeholder Survey:

- The Work Crew Reinstated
- Bring back Mountain Visions & Work Crew
- Services are very limited in our county
- More IEP
- A big area of concern in the lack of Mental Health therapist as well as a community care facility for those suffering from mental health issues
- I am answering the questions for people I have seen that need help. So many kids need help
- Suicide for kids as young as 6 yrs old (services needed)
- Help with major PTSD and major anxiety disorder
- We all need to be important mentally, physically, emotionally, spiritually. I am tired of being the mental patient
- Support our library, children and youth activities
- Services county wide for cultural indigenous people of this land
- A close relative uses your services. Dr. B is amazing while I find your therapy/counseling lacking. Doesn't spend more than 10 minutes w/ client and no goals provided. Its like they are filling a quota to get funded.
- I do suffer from mental health issues and heart artery issues. Over past few years I am extremely grateful finding resources to help me

- I believe that many of these services are required. The stories I hear about bullying issues within the school district, youth taking their lives or attempting too. My family member went to PCBH, doctor told him he didn't need meds. He's been manic for 2 months at least, was 5150 but released 2 weeks later and is full on manic again.
- (clients name) has trouble focusing on school work in class. He gets distracted easily. Hard time following directions. He has had been sent to the office many times. He can't ride the bus because of behavior problems. He was suspended from school for fighting.
- Trauma counseling
- Services for children are needed
- Services for children are needed
- Services for children are needed
- Anger management for teens is needed
- Help for teens, NOT severe mental illness, support
- Children: Afraid of shooting
- Fire survivor family therapy is needed
- Family Groups
- Family Groups
- Family group counseling for family unit together (not just individually) more in person in Quincy vs Telehealth
- I just need a different provider my current one isn't helping anymore or available enough. I need case management as well since my previous one quit.
- Children/youth sexual assault is a problem
- People who have Agoraphobia had more access to class/support over the phone.
- Closer facilities for 5150 hospitalizations
- What can I do to help
- Vocational plumbing and heating school
- Some counselors don't call patients back at all
- More help for the parents dealing with unruly kids
- Plumas County needs a Rec center in Portola
- The doctors in the area are not listening to patients. I've had friends sent home only to have to be sent to Reno for proper care. Friend who's 14 year old sent home with "stomach bug" that died in Reno from juvenile diabetes because they wouldn't do the tests the mother asked for. I know multiple cancer patients who were told they didn't have anything wrong. They all got diagnosed in Reno or Chico. We need better doctors.
- I am age 75 (since age 28, have had sensations) I live alone. I am enrolled in one class at FRC British Literature 1785 to present. I walk to -from school. I am in stress reduction group workshop. One day a month I work, recording secretary.
- Education in nutrition, life skills, managing finances, health exercise.
- Our SSC has made a huge difference and is really needed
- I think there is difficulty for people in our community who are just out of high school to access resources while still dependents of family when what they need is to gain independence but can't if parents won't waive them. Its difficult for some populations to find a safe place to be.
- Counseling services in Spanish
- I think many people are not aware of which services are available
- There is so much need for mental health services for youth, family and parents. Housing is also an increasing need for many families
- Parenting classes and support groups
- Need for housing and job employment opportunities. Provide trade education to enhance our community as well as give others more job opportunities.

- Feeling included with peers/relationships is a problem.
- More counselors available across all fields
- More counselors available
- Housing not available
- Sexual abuse
- Homelessness
- Healthy recreational programs and activities
- Open safe place for LGBTQ
- Trauma counseling
- What happened to the counseling for fire victims?
- Low self esteem
- I am NOT aware of M.H. services for non-medi-cal
- Services needed for all, no matter what Insurance!!!!
- Cutting
- Vaping
- Vaping
- Services specifically for younger children counseling
- Unhealthy relationship dynamics – youth
- We don't have enough therapists locally
- Bring back Wilderness therapy, TAY and work programs
- These services might be available but people without medi-cal have a hard time accessing them.
- Sexual harassment
- Parenting skills, motivation, emotional support
- Parenting skills
- Its difficult to quantify how many families have difficulty with parent/family issues. Its not all of these issues all of the time. These items apply to a family for a time/place maybe temporarily. These issues seem to come and go in waves.
- Need someone to help with truancy
- Our SSC and full time counselors are invaluable. I think that readily available and easily accessible MH services are critical too. Especially on weekends, holidays and after school hours.
- Hard to convey understanding of parental situations as I do not have access to them as easily as with students. I do suspect possible domestic unrest in families, but no real direct evidence. I talk with (school staff member) about starting up a parental support group through the school and mental health outlets in the future. Community providers can come in once a month to give parents educational tools. Reading support, parent to parent support, educational work, tracking system, mental health coping skills, financial planning. A link between behavioral health, PRS, PCS, Rethink Industries.
- Addiction to phones, devices, social media
- I had a very interesting conversation with a group of 5th graders that expressed their personal issues with being LGBTQ. Many feel as though they can't tell parents and some have not told teachers either. This was very informative conversation to me, learning how some students prefer to be addressed (pronouns) and each sharing issues they have had at home or at school regarding being LGBTQ. I believe they need a place to come together outside their regular friend groups and have these tough conversations.
- My experience is most of the veterans here at EPHC feel they have utilized the services they have needed and want. The younger generation to get what they have coming. Hats, t-shirts, pens, pizza is what these guys want.
- We need more mental health providers and services for the area
- Transportation to outside services in Reno or Chico
- IHSS access not good

- Pro-active Chaplin, availability offered possibly local ministers on a rotation (weekly)
- Divorce: this needs to be its own subject. Have seen this hit our kids/parents hard in the community

The draft 3 year plan will be posted to the county website and announced at the Behavioral Health Commission Meeting and the Board of Supervisors meeting. Hard copies will be printed out and posted at all of the Wellness Centers throughout the county. A hard copy will also be delivered to the following agencies: Plumas Rural Services, Environmental Alternatives, Sheriffs substations, CHP office, Chester Elementary School, Chester High School, Greenville Elementary School, Greenville High School, Quincy Elementary School Pioneer Campus, Quincy Elementary School Alder Campus, Quincy High School, Plumas Charter School, Portola High School, C. Roy Carmichael Elementary School, county libraries in the communities of Portola, Quincy, and Chester, Public Health, Social Services, Quincy Court House, Plumas Sun. Notice of the 30 day public comment will be posted on all public billboards in all 4 communities with a link to the posted draft document. The community of Greenville was lost in the Dixie Fire so the MHSA Coordinator will make contact with the Greenville Long Term Recovery Group and will provide them with a copy of the draft plan and inquire about other ways of advertising for the 30 day public comment within this community. Please see Appendix B for supporting documentation.

In the Appendices, the following documents may be included: newspaper articles, radio ads, flyers, billboards, website postings, email blasts, website screenshots, flyers, notices in social and print media, etc. are examples of methods that were used as described above.

10. LOCAL REVIEW PROCESS

A. 30-DAY PUBLIC COMMENT PERIOD

BEGIN DATE: July 3, 2024 END DATE: August 2, 2024

B. DATE OF PUBLIC HEARING August 7, 2024

Held by County Behavioral Health Advisory Board (BHAB) or Commission at the close of the 30-day comment period on draft Three-Year Plan/Annual Update.

MHSA 23/24 Annual Update Public Comments

- Under PEI programs, the following programs were not included in the report: Roundhouse Council, Plumas Charter School, Tai Chi

These programs have been added to the report and a new copy of the report was sent out to everyone. It was discovered that these program reports had been uploaded and saved into a working file instead of the actual draft plan. I contacted DHCS to get further direction on how to move forward since this mistake was discovered but the 30-day public comment had already started. I was advised by DHCS (Dept. Health Care Services) to add the missing sections to the report and resend it out to everyone with an explanation of the clerical mistake that had occurred. I was advised that we did not need to start a new 30-day public comment.

- Pg 8 – CPPP Abbreviation
Abbreviation was added to Pg 8
- Pg 8 – Would like Family/caregiver and age added to future surveys

It was recognized that having a spot on the survey to include the age, community they live in, and what demographic they represent (Eg. Family, school, law enforcement, consumers etc) would be beneficial information and the survey will be adjusted to include this information when it is administered again for the next 3-year plan.

- Pg 11 – Would like to see “Family of Adult Children” separated out instead of included with the line item “Families of children & TAY with SMI” because it makes it sound like it is only children being represented. When the survey is adjusted, we will be more diligent about representing family members and care givers that are involved with the adult population.
- Pg 12 - Add “family members” to the description of members on the BH Commission

This was added to pg 12 of the report.

- Pg 12 – Change the wording “The commission reviews all the MHSA plans...” to read “The commission MAY review all the MHSA plans...”

This line is being left as is because the reports are given to the commission to review.

- Pg 26 – Update the amount the contractor will bill PCBH

The amount has been added/updated in the report.

- Some of the percentages and numbers in the report are not equaling 100%

Certain sections of the report where the percentages do not add up to 100% is because the individuals reporting often meet multiple criteria which makes the percentage more than 100%. For example, in the population census, some people will mark that they are Caucasian but will also mark that they are more than one race. There are also individuals who meet more than one criterion in our programs such as someone who is a veteran but also a senior citizen. This shows that we are serving multiple unserved/underserved populations within some of the same programs.

- Pg 10 – Prop 1 is mentioned with no explanation

The details of Prop 1 are still developing and there are large portions of it that continue to change. At this point in time, it is only appropriate to mention Prop 1 and that changes are on the horizon, but given that we don't know all the details yet, we do not want to give any information out that may end up changing or become false as Prop 1 continues to develop.

- Program Planning Meetings – Offer more than 2 and offer evening hours

In the past we have offered 4 community meetings all in the evening but have received little to no participation. In 2023 I only received 2 participants out of all 4 meetings. During 2024 I tried something different to see if I could get better participation. I offered 2 online meetings during the day and received 11 participants. I am continuing to explore different ways of getting better stakeholder participation.

- Quarterly MHSA/Cultural Competency meetings dates and times

The dates, time and links for the meetings are all posted on the Behavioral Health website. The meeting is mentioned during the BH Commission meeting and fliers have been handed out and posted in each center.

The next quarterly meeting is scheduled for Sept. 12, 2024, at 10:00am. Please contact me at kpierson@pcbh.services for the meeting links or further information.

- FSP – Why are enrollment numbers so low?

FSP clients must meet very specific requirements and they must be referred by the assigned clinician. FSP clients are those with the highest set of needs and assistance. A majority of individuals with SMI will not meet the qualifications for FSP.

- Crisis Support for Local Hospitals – Is this happening?

No, when I previously reached out to the hospitals about this support, I did not receive a response from any of the 3 community hospitals. After speaking with the individual who submitted the comment, they were able to put me in contact with the appropriate hospital staff at PDH and I am working with that individual to get a contract in place. The staff member at PDH was able to give me contact information for EPHC and Seneca but I have not received a response from them at this point in time.

- PEI Funding Percentages – Pg 41 adds up to 121.6%

I have updated this line in the report to remove the percentages. While there is overlap in the categories that we serve, it was recognized that these percentages are confusing for the public. The largest portion of PEI funds are dedicated to those under 25 at 75% of the PEI allocation.

- Remaining Comments Received

I received numerous comments from an individual that were not related to MHSA or the Annual Update. I spoke with this individual and explained MHSA and the annual update to them (they were under the impression that the MHSA report included ALL Mental Health services and funding sources). After explaining the MHSA to them, I was able to answer some of the non-MHSA related questions and was able to refer them to the appropriate staff to answer any questions I was unable to address.

In the Appendices, the following documents are included: copies of the Meeting Notice(s), as well as the Meeting Agenda and Minutes from the County BHAB.

11. DATE OF ADOPTION BY COUNTY BOARD OF SUPERVISORS: _____

In the Appendices, the County Board of Supervisors' Board Resolution/Minute Order is included.

REPORT ON PRIOR FISCAL YEAR ACTIVITIES (FY 2023-24)

MHSA Community Services and Supports (CSS)

The PCBH MHSA Community Supports and Services (CSS) program will continue to provide ongoing services to all ages [children (ages 0-15); transition age youth (TAY, ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities.

The CSS Program includes *Full-Service Partnerships*, which embrace a “whatever it takes” service approach in helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote value-driven, evidence-based practices to address the individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of the individual.

Outreach and Engagement activities address hard-to-reach populations, such as seniors, individuals who abuse substances, and those released from incarceration. Outreach activities that focus on Native American and veteran populations improve access to needed mental health services and improve overall community wellness.

Additionally, clinical and case management services will continue to be available in each of the four communities, at the schools, and at Wellness Centers. There will be a new focus on integrating mental health service with health care services to promote health and wellness for all clients.

Service Utilization

The CSS Program includes comprehensive assessment services; wellness and recovery action planning; case management services; individual and group mental health services; same-day and afterhours crisis services; medication vouchers; education and employment support; training and anti-stigma events; linkages to needed services; and emergency lodging and transitional housing support for Full-Service Partnership and outreach & engagement clients.

To understand service utilization for our existing behavioral health services, data was analyzed to show the number of CSS clients served in Calendar Years 2022 and 2023 by age and race/ethnicity.

PCBH CSS Clients (FY22-23) By Age

0 - 20 years	176	36.5%
21 - 24 years	22	4.8%
25 - 65 years	237	51.8%
65+ years	35	7.6%
Total	457	100%

PCBH CSS Clients (FY22-23) By Ethnicity

White, Non-Hispanic	282	61.7%
Hispanic - Mexican	45	9.8%
Native American	8	1.7%
Other Ethnicities	7	1.5%
Unknown	115	25.1%
Total	457	100%

N<11 = not reportable – combined in “Other”

PCBH CSS Clients (FY22-23) By Gender

Male	218	49.6%
Female	221	50.3%
Other		NR
Total	439	100%

NR = not reportable due to N<11

The Plumas County MHSA Three-Year Plan, 2023-26, continues to serve Plumas County consumers and their families in each community through a comprehensive plan of improving Systems of Care behavioral health access in all communities. It continues to improve access to services and to provide high-quality and expanded services in the schools through school-based services and in the communities at PCBH Wellness Centers. The plan continues the Department's goals of client and family driven services with opportunities for Full-Service Partners to improve their outcomes through meaningful employment and education.

Improvements in expansion of service deliveries by PCBH include increased behavioral health services in the County jail, a completely revised system to meet DHCS's standards for network adequacy, ensuring new client contact and the intake/assessment appointment occur within the 10-day window, an improved access through the Department's open access model at all 3 clinic locations with plans to return to the Greenville after the wellness center there was lost in the Dixie Fire. PCBH has expanded telehealth days of operation with 3 new contracted telehealth providers. PCBH was able to rent office space in the community of Greenville 2 days a week to provide telehealth and telemed services in this community. PCBH has been unable to locate an appropriate option to re-open a Wellness Center in Greenville.

A. Full-Service Partnerships

Plumas County's current Full-Service Partnership program enrolls from fifteen (15) to thirty (30) clients at any given time (FSP census in 2022/2023 for the entire year was 25), who demonstrate the highest need for supports and services, based on criteria including a diagnosis of severe mental illness, or severe emotional disturbance in a minor, and other risk factors, including but not limited to being homeless or at risk for homelessness, hospitalization, or incarceration. PCBH continues to make progress in developments and supports for the FSP program. Since 2020 a formalized procedure has been used to review each client for enrollment as full-service partners through the Department's Utilization Management (UM) review process, with quarterly re-assessment and status updates.

In any given program year through June 30, 2026, MHSA Plan Year, PCBH is projecting it will provide Full-Service Partnership services and supports to the following number of clients by MHSA age category:

Projected FSP Enrollment by Age:

0 - 15 years	6	15%
16 - 25 years	10	25%
26 - 59 years	14	35%
60+ years	8	20%
Total	40	100%

In Fiscal year 23/24 the FSP Enrollment had a large decrease, only serving 18 individuals as FSP. 10 of these individuals were housed, 3 provided emergency lodging, and 11 were provided non-housing related ancillary services.

For the past 8 years, PCBH has been contracting with Environmental Alternative, Inc. (EA) to assist with the identified need for greater oversight, intensive case management and housing stability for the Department's Full-Service Partner clients. The program has shown success in helping FSP clients to stabilize, remain housed, engaged in therapy, and working with their case managers in decreasing functional impairments and homelessness, prolonged suffering, and unemployment. There has been a decrease in negative outcomes associated with a serious mental illness for full-service partners, specifically hospitalization, incarceration, and homelessness.

EA's program has become more comprehensive by adding therapeutic services to those already in place and an on-site 24/7 peer staff. Participants will be identified and referred by PCBH Utilization Management process, and a service plan will be created by PCBH clinical staff and EA to best meet the participant's needs and treatment goals, while the partner lives in a safe, stable environment and receives a scaffolded "whatever it takes" system of support and resources.

Last year EA and PCBH partnered for EA to add a work crew to their service delivery which will further help clients to gain daily living skills such as budgeting, banking, establishing a consistent schedule, learning skills appropriate for the work force, communication and a safe environment for clients to learn skills for managing their symptoms. Unfortunately, due to staffing shortages, EA was unable to get its work crew up and running during the 23/24 fiscal year.

a. Outreach and Engagement

Plumas County Behavioral Health provides outreach and engagement services to individuals who participate in the PCBH intake and assessment process, participate in Wellness Center activities, and to those who are discharged from hospital or jail. The purpose of outreach and engagement is to assist unserved and underserved individuals in accessing services and supports that will ensure completion of the initial intake, from assessment through criteria and diagnosis, to approval for services; the period of outreach and engagement is typically characterized as the first 30 days of assessment, diagnosis, utilization review, and assignment of a therapist, and in some cases a case manager. This period varies dependent on the client's ability to engage with PCBH staff, and in many cases, to obtain lodging, food assistance, and other supports which are needed to become stable and engage in services.

Outreach and engagement may be offered to previous clients who are re-engaging in services after an absence; these supportive services may help the individual to stabilize and may include emergency lodging, emergency food or utility assistance, and often transportation assistance in the form of a bus pass, or, depending on need, transportation support. MHSA CSS funds are the primary source used for outreach and engagement expenditures.

When an individual meets diagnosis criteria of a serious mental illness or co-occurring diagnosis of serious mental illness and substance use disorder, or functional impairments that may be associated with an undiagnosed mental illness, the process may culminate in the therapist and client working to develop a problem list for ongoing therapeutic services.

In Fiscal Year 2023-24, PCBH provided outreach and engagement and client support services to more than 25 new and re-engaging clients. PCBH provided direct support for clients, such as clothing vouchers, one-time supports, emergency food assistance, bus passes, etc. Emergency lodging through outreach and engagement services and emergency lodging through client support services were also achieved.

Some of these clients were later enrolled in Full-Service Partnership housing programs with local contracted service provider – Environmental Alternatives for intensive case management, therapeutic services, transitional housing, basic needs support, employment and education support, and transportation and peer services.

b. Full-Service Partnership (FSP) Programs

Full-Service Partners receive both mental health and non-mental health services as allowed expenditures, per the California Code of Regulations (CCR), Title 9 Chapter 3620. Mental health services include, but are not limited to, alternative and culturally specific treatments, peer support, wellness centers, supportive services to assist the client and, when

appropriate, the client's family in obtaining and maintaining employment, housing, and/or education. Non-mental health care includes but is not limited to food, clothing, rent subsidies, housing vouchers, house payments, residence in a drug/alcohol rehabilitation program, transitional and temporary housing, cost of health care treatment, cost of treatment of co-occurring conditions, and respite care.

1.	Program Name	Environmental Alternatives Full-Service Partnership (FSP) Program and Transitional Housing		
Program Partner		Environmental Alternatives, Inc.		
FY24/25 Budget		Up to \$765,113 MHSA funds/\$157,000 in federal funds Additional \$500,000 for necessary maintenance and repairs to sustain appropriate housing units and create ADA access units.		
Program Type		New	X	Continuing
MHSA Emphasis		General Systems Development (Non-FSP)	X	Full-Service Partnership (FSP)
		Outreach and Engagement (O/E)		
Age Groups Served		Children (0-15)		
		X	Transitional Age Youth (16-25)	
		X	Adult (26-59)	
		X	Older Adult (60+)	
Expected Enrollment FY24/25		14 adults and older adults enrolled at any one time (FY22/23 served over the course of one year)		
Anticipated Cost per Client:		\$25,000-\$47,900		

Program Deliverables

Environmental Alternatives is a non-profit organization with the knowledge and ability to fulfill the mission of providing comprehensive services to homeless PCBH FSP clients and offers a program tailored to meet their identified needs. EA will be taking on our 4 transitional housing units as of July 1, 2023. These 4 units are for a lower level of care and do not require 24/7/365 overview. These units are designed to house a client for up to 3 months in preparation for obtaining their own housing.

Goal

The goal of this program is to provide up to ten (10) qualified individuals (longer term housing) and four (4) individuals (transition housing) who meet eligibility for *MHSA Full-Service Partnership* through Plumas County Behavioral Health's Utilization Management (UM) review process with:

- a single-occupancy residence, up to 50% of the units will be designated as Transitional Sober Living Environment (TSLE) housing for co-occurring individuals, and a broad array of services and supports to promote:
- a stable and secure living arrangement
- progressively increased normalcy and integration in accord with participant capacities
- sustained periods of non-incarceration and non-hospitalization with decreases in overall incarcerations and hospitalizations
- optimal use of existing community resources
- accommodations for mental and physical disabilities
- improved health outcomes and quality of life
- harm reduction interventions to support sober living
- individualized goals and outcomes to improve independent living skills
- individualized permanent housing planning to optimize community integration upon program exit
- individualized vocational/educational planning and support

Program Philosophy

The qualifying population has been identified as needing targeted help and services because of higher than average risk factors for homelessness, incarceration, hospitalization and/or failure to respond favorably to normal intervention efforts. It is therefore important for this program to maintain a tolerance for and understanding of participant setbacks. For example, participants who have been previously discharged from the program should not be automatically rejected for future services. Rather, it challenges the program to develop alternative strategies and practices for handling especially difficult cases. Flexibility and consistency are hallmarks of the program's orientation.

Success for the targeted population is best measured by identifying small gains and evolving stability, as viewed against a background of less desirable outcomes for these individuals. Program tolerance for non-conformity and abnormality is the norm, while implementing program and community standards for greater participant acceptance.

It is the program's belief that participants will respond favorably to enduring relationships emphasizing understanding, non-judgmental acceptance, and security. Therefore, all participants are assigned a staff mentor whose major responsibility is to develop a trusting and comforting relationship. Employees assigned that task assume the complex role of an advocate, facilitator, coordinator and guide to participants. Thus, this program intends to blend the role of a standard case manager with characteristics of an emotionally invested mentor. The interpersonal bond becomes a foundational resource in assisting participants to sustain progress and stability.

I. TARGET POPULATION:

County-referred MHSA FSP clients who are Plumas County Medi-Cal beneficiaries:

These are Seriously Mentally Ill (SMI) adults, many of whom will have a co-occurring substance use disorder (SUD) diagnosis, as identified by Plumas County Behavioral Health's Utilization Management review process.

For these FSP participants, there are up to ten (10) units available across two program campuses during this contract period and four (4) transitional units. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

- A.** The County will provide initial signed approval for service authorization.
- B.** All MHSA FSPs will require a County-approved Utilization Review (UR) process every three months.

II. PROGRAM DELIVERABLES:

- A.** Wraparound services will include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment planning, targeted case management, and access and utilization of formal and informal supports and referrals).
- B.** 24/7/365 Coverage - Contractor will be available 24 hours per day, seven days per week, and 365 days per year (24/7/365), with a minimum of five client contacts each week, to facilitate the therapeutic, rehabilitative, case management, and transportation needs of each client; to ensure clients have access to the support they need, including meeting clients who are in crisis in the emergency room. The exception being the 4 transitional units which are designed for clients to have independence as they move towards obtaining their own housing over a 3 month period.

Response staff may include case managers, rehab counselors, therapists, and peer support staff. Staff changes will be communicated to PCBH immediately and no later than one business day, so that EHR access may be revoked.

- C.** Maintain consistent high-fidelity FSP Community-Integrated Service, with wraparound principles.

- D. Provide individual and group services specific to each client's unique needs, including but not limited to:
 - 1. Feedback Informed Treatment (FIT)
 - 2. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
 - 3. Dialectical Behavioral Therapy (DBT)
 - 4. Substance Use Disorder support and intervention
 - 5. Motivational Interviewing (MI)
 - 6. Seeking Safety

- E. Consistent outreach and engagement strategies to enable each client to live in his/her own residence, to find and maintain meaningful activities in their community – whether vocational, educational, or service-oriented, to better manage symptoms of his/her illness, and to receive support in maintaining optimism that their recovery is achievable:
 - 1. Feedback Informed Treatment (FIT) to increase client engagement and maximize clinician responsiveness to client perception of outcomes
 - 2. Motivational interviewing
 - 3. Education regarding available services
 - 4. Determining and re-evaluating at 3-month intervals, each client's strengths and challenges, interests, risk indicators and life goals
 - 5. Assuring services are provided in ways that meet the cultural and linguistic needs of each client
 - 6. Assuring client identification and development of meaningful life activities and roles within his/her community
 - 7. Locate and secure safe, affordable and appropriate housing options based on each client's needs and stated preferences
 - 8. Concurrent/Collaborative Documentation

- F. Provide clients with the following housing retention support strategies:
 - 1. Assistance with obtaining federal housing subsidies (Housing Choice Voucher Program) as available
 - 2. Training in skills necessary to maintain acquired housing
 - 3. Timely linkage with utility resources
 - 4. Payment of rental and utility obligations
 - 5. Housing repair and maintenance
 - 6. Budget skill development
 - 7. Client rental share of cost to build skills in self sufficiency
 - 8. Unit turnover at time of move out

- G. Provide vocational readiness support and training to all clients, including:
 - 1. Developing employment resources in the community through linkage and partnerships
 - 2. Partnering with community-based employment services to assess work skills and training needs

- H. Assist participants with linkage to and coordinate supports with primary care team and Conservator, as assigned.
- I. After-care services for clients transitioning to independent permanent housing:
 - 1. Case management, titrating to less frequency, as appropriate to need
 - 2. Therapy a minimum of two times per month
 - 3. Service delivery type, duration and frequency to be determined by periodic PCBH UM review.

III. MONITORING:

Contractor shall track and report quarterly to MHSA or as noted on the following:

- A. Partnership Assessment Form (PAF) for FSP Clients due: no later than twenty (20) days from the date of referral
- B. Quarterly (3M) Report for FSP Clients due: no later ten (10) days after the completion of each three-month service
- C. Key Event Tracking (KET) Forms for FSP Clients due: within 72 hours of the key event occurrence (i.e., Psychiatric Hospital Days, Incarceration Days, Homeless Days, Emergency Interventions, Employment Change, etc.)
- D. Utilize and provide County with Client Feedback Informed Treatment (FIT) trajectories.
- E. Bi-annual Adult Needs and Strengths (ANSA) and Milestones of Recovery Survey (MORS) completion for each client, as well as development of the participant's Individual Services and Supports Plan (ISSP).
- F. Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.
- G. Additional indicators of effectiveness and timeliness of engagement strategies, including:
 - 1. Stability and tenure of community-based housing
 - 2. Participation in non-mental health activities in the community
 - 3. Service utilization (e.g., groups)
 - 4. Each clients' self-report through individual wellness self-perception surveys at 3-month intervals beginning at the 6th month after enrollment.
- H. Meet quarterly with PCBH program staff to review compliance with program deliverables,

monitoring, and participant outcome measures

IV. MEASURABLE PROGRAM OUTCOMES:

Contractor will ensure that the following program participant outcomes are achieved:

- A.** 80% of program participants will demonstrate a 75% decrease in incarcerations and hospitalizations compared to their pre-program levels in the year prior to program enrollment.
- B.** 80% of program participants will have completed an employment and training needs assessment within the first six months of enrollment in the program.
- C.** 80% of program participants who remain in the program at least 9 months will obtain a community-based job or volunteer opportunity that is commensurate with their skill level and that aligns with their mental health treatment goals.
- D.** 60% of program participants will report an increased overall wellness in their self-perception score at the end of the program year, including improved measures of physical wellness, a sense of belonging, hope for their recovery, and greater life purpose.
- E.** 60% of program participants living with a co-occurring severe mental illness and a substance use disorder will engage in SUD treatment at least 80% of their sessions.
- F.** Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

Other Program Outcomes

- Maintain housing stability – with plan to move to permanent housing
- Improve functioning and self sufficiency
- Increase engagement in treatment and case management services
- Establish positive support system
- Community of practice standard

Federal Financial Participation (FFP) will be reimbursed to the department for Medi-Cal billable direct services based on the approved Plumas County Behavioral Health Medi-Cal Fee Schedule. This program incorporates funding braided from the following agencies:

MHSA, SAMHSA Mental Health and Substance Abuse Prevention and Treatment Funding:

23-24 Description of Funding Source	Not to exceed:
MHSA Community Services and Supports FSP Program	\$765,113.00
SAMHSA Substance Abuse Prevention and Treatment Block Grant (SABG) Housing Services (TSLE)	\$100,000.00
Repairs, Maintenance, upkeep of Housing units	\$500,000.00
Total	\$1,365,113.00

MHSA FSP and SAMHSA Housing Programs

For FSP therapeutic, housing, and supportive services, Contractor will bill a monthly bundled rate of \$7,105.00 per participant for the ten (10) long term units. This reflects an array of “whatever it takes” therapeutic and case management services, including but not limited to tracking medication supply and availability, psychiatric and therapy appointments, attorney, probation, and/or court obligations, and medical treatment coordination. Staff to participant ratio is 1:5 in accordance with need for heightened participant monitoring. Contractor will bill a monthly bundled rate of \$ for the four (4) transitional units.

In some cases, participants who may have difficulty transitioning to an EA therapist may continue to receive therapy from the existing PCBH provider until such time as a transition is suitable. In such cases, the fee for bundled care shall be reduced by \$600 per month, from \$7,105.00 to \$6,505.00.

Individuals who have successfully completed this program and have moved into an independent permanent living arrangement may be provided with a continuation of therapeutic and case management services by Contractor, and costs for these services will be based on the current, approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

Federal SAMHSA funds will be used to pay for transitional sober living environment housing for PCBH clients living with a co-occurring severe mental illness (SMI) and a substance use disorder. TSLE housing costs will be invoiced under a separate line item of up to \$1,222 per month for rent, utilities, and furnishing.

During the 24/25 and 25/26 fiscal years, EA will be working with PCBH to determine what maintenance and upkeep types of projects will need to be completed to sustain the housing units and ensure that they are up to code. Some of these projects may include, but are not limited to, new roofing, plumbing repairs, ADA updates, mold removal, safety repairs etc. Up to an additional \$500,000 may be spent to help secure/improve/maintain these housing units for PCBH clients.

2.	Program Name	Plumas County Wellness Centers: Chester, Quincy, Greenville & Portola		
	Program Agency	Plumas County Behavioral Health		
	FY24/25 Budget	Up to \$218,000 Operating Costs + \$514,000 Personnel Costs		
	Program Type			
		New	X	Continuing
	MHSA CSS Program	X	X	Full-Service Partnership (FSP)
		X		Outreach and Engagement
	Age Groups Served	X		Children (0-15)
		X		Transitional Age Youth (16-25)
		X		Adult (26-59)
		X		Older Adult (60+)
	Expected Number Reached and Served in FY24/25:	2,500 unduplicated across four centers		
	Estimated Average Cost Per Visit:	\$70.00 (before Medi-Cal services offset as FFP)		

Wellness Centers in Plumas County have played a crucial role in the expansion of mental health and substance disorders services across the county. These centers are an essential location for outreach to community members and engagement of clients in the breadth of services offered at PCBH.

In the Fall of 2021, the Greenville Wellness Center was lost in the Dixie Fire. PCBH has worked with the Greenville Long Term Recovery team to develop a plan for getting a wellness center back in Greenville. There are currently no options for a Wellness Center in Greenville due to the complete destruction of the town and there being no buildings to rent. Land and property owners are tied up in litigation with PG&E which prevents them from doing anything with their land until the lawsuits are completed. PCBH cannot own or build anything and are at the mercy of finding a building to rent once rebuilding starts. PCBH was able to locate office space with the Plumas District Hospital Clinic in Greenville to allow for 1-2 days a week of therapy and tele-med services only until we can get a full Wellness Center back in the community.

In early 2021, Plumas County Behavioral Health began renovation plans for the Quincy wellness Center. The Drop-in Center in Quincy was located outside of town and was difficult for some clients to access. The Drop in Center was County owned property and the County made the decision to sell the property which required plans for relocating the Drop In Center which is now called the Quincy Wellness Center. The process was completed, and we moved into the new center in June of 2022. The Quincy Wellness Center as well as the Portola and Chester Wellness Centers are staffed by one site supervisor (located at the QWC) and three site coordinators, 1 located at each of the 3 centers.

Wellness Centers play an integral part of the community-based service delivery model that Plumas County Behavioral Health has been developing since 2014. Direct individual and group services are provided within the Wellness Centers and incorporate appropriate and existing SMI/SED therapeutic services, including comprehensive assessment services, wellness and recovery action planning (WRAP), case management services and crisis services; education and employment support, mental health training and anti-stigma events, linkages to needed services, housing support, as well as transportation, and peer to peer advocacy and peer group facilitation. Over the past 9 years, the Wellness Centers have proven to be an integral part of each community and has greatly decreased the challenges for individuals to access services.

PCBH Wellness Centers reflect characteristics and needs of their respective communities. General features of all Wellness Centers, as well as some community-specific information are summarized below:

- Facility locations that are easy-to-access, *consumer-friendly*, and provide a *community-based alternative* to a traditional clinic atmosphere.
- Full-time supervising site coordinator supervises three site coordinators, one in each of the wellness centers in Portola, Quincy and Chester (all PCBH employees)
- Office space made available to other county agencies and non-profit direct service providers, including but not limited to, Public Health Agency, Veterans Services, Social Services, Probation, and community-based organizations who provide direct services
- Telepsychiatry and telemedicine services
- Training and professional development as well as clinical supervision to support peer advocacy staff who work with clinical and wellness center staff
- Space for PCBH licensed clinicians and client support specialist (case managers) staff to provide clinical services
- Localized outreach and engagement efforts to underserved populations
- Resource referrals to PCIRC and other service-based agencies; ongoing food/clothing distributions
- Space and funding for community-based wellness activities, such as yoga, tai chi, art, children's afterschool and holiday programs (outreach to families), smoking cessation, etc.

PCBH Wellness staff began collecting and reporting center utilization data in 2017-18 using an electronic collecting tool on a tablet at each center. Data was collected beginning in January 2018. Visitors voluntarily sign in and self-report their reason for the visit. They may indicate multiple reasons during the same date, so this data represents some duplicated clients and visitors. Data collected include individual and group activities, other agency services and classes, such as Probation check in, Plumas Rural Services parenting classes, and Social Services benefits eligibility, wellness activities. Each site has community access desktops and libraries of books and DVDs.

The centers are located in each community, and they provide peer to peer support for clients and family members in need; the peer advocates will also help the Wellness Center site coordinator to identify community needs for developing wellness programming, and when possible, they may facilitate peer-run groups/activities.

Each of the centers will offer a range of services that are consumer-focused and recovery-based, helping PCBH to enhance and to improve access to our mental health services system. These services will include wellness and recovery focused programs such as nutrition, smoking cessation; individual and group services; as well as consumer-run activities (art, yoga), walking, and other activities that focus on engagement and wellness.

Each center has both clinical and case management staff, a site coordinator, four-wheel drive vehicle(s), and other transportation options. Additionally, community and agency partners who might be centralized in another part of the county are able to meet additional local needs by using "flex" space to provide one on one counseling and supports. Examples of this partnership include Social Services eligibility and social workers, Veterans Services case management and outreach workers, as well as Plumas Rural Services children and families' programs.

Outcomes

- Improve access, timeliness and linkage to services, decreasing duration of untreated mental illnesses
- Improve outreach and engagement to community members and unserved and underserved populations
- Increase sense of community connections and well-being
- Increase access to services by targeted populations through funded-partner direct service delivery (TAY, Seniors, Children and Families, and Veterans)
- Decrease social isolation and increase access to peer advocacy, support, and wellness activities
- Increase engagement in treatment and case management services
- Expand workability by offering peer employment opportunities to those with lived experience

General Systems Development: Community-Based Wellness Centers

FY23/24 Wellness Center Utilization (July 2023 – May 2024)

Chester – 1538

Portola – 1361

Quincy – 1428

3.	Program Name	Adult and Transition Age Youth (TAY) Peer Employment Program		
Program Agency		Plumas County Behavioral Health		
FY24/25 Budget		\$50,000.00		
Program Type		<input type="checkbox"/> New	<input checked="" type="checkbox"/>	Continuing
MHSA CSS Program		<input checked="" type="checkbox"/> General Systems Development (Non-FSP)	<input checked="" type="checkbox"/>	Full-Service Partnership (FSP)
		<input type="checkbox"/> Outreach and Engagement		
Age Groups Served		<input checked="" type="checkbox"/>	Children (0-15)	
		<input checked="" type="checkbox"/>	Transitional Age Youth (16-25)	
		<input checked="" type="checkbox"/>	Adult (26-59)	
		<input checked="" type="checkbox"/>	Older Adult (60+)	
Expected Number Reached and Served in FY24/25:		10 Adult and 12 TAY clients		
Estimated Average Cost Per Client:		\$4,500 for adults and \$1,500 for TAY clients		

The Adult Peer Work Program at PCBH enrolls highly motivated clients who wish to return to work in some capacity, some of whom receive Supplement Security Income or SSDI. These consumers participate and contribute to their communities by working abbreviated work schedules and are often supervised by an outside work site supervisor.

PCBH case managers transport and work with the consumers on improving their functional impairments in the work setting: the Program is designed to assist clients to develop the skills that will help them manage their mental illness symptoms as they are placed in a work situation where they're completing routine tasks while engaging with other program participants and a work supervisor.

The case managers also work with the individual clients to practice stress management and to work on strengthening coping skills that help the client to better self-regulate and to start transitioning into a job setting within their community. The program enrollment is set at up to 9 months running from early spring to late fall depending on weather conditions. Clients are limited to 1 term in the adult work crew to allow for more clients to access this service and to prevent clients from becoming financially dependent on the program.

The Adult Peer Employment Program plans to enroll ten clients with an average attendance of eight participants per session. Outcomes will include participants who will transition to community-based employment and participants will report decreased feelings of isolation, an increase in self-confidence, and increased motivation to search for job opportunities outside of the program. Clients will also learn daily living skills such as budgeting, money management, banking, resume building, interviewing skills etc.

The program was moved to the Community Services and Supports (CSS) component in FY18/19 to better align with the goals of the CSS component, offering a supportive employment program to consumers living with a serious mental illness (SMI).

During Covid-19 and the Dixie Fire, PCBH lost staffing and had to put a halt to the adult work program. We were able to re-establish the program in Spring of 2023.

Plumas County Behavioral Health began its Transition Age Youth Peer Employment program in 2015. In summer 2017, the program transitioned from a year-round after school and summer program to a brief-intervention model of case management rehabilitation interventions in a typical youth summer work field setting. During 2020 and 2021 the program experienced a lot of changes from not being able to operate at all due to Covid restrictions to an increase in the workable season and hours due to lifted regulations when outdoors and the youth remaining out of school and having more flexible schedules and workable hours outside of summer. Unfortunately, during the summer of 2021, Plumas County was victim to the Dixie Fire and the program was not able to run due to unhealthy air quality from the smoke. In late summer of 2021, the community of Greenville was lost to the Dixie Fire which resulted in the loss of staffing and the overall loss of the program. PCBH would like to bring back the TAY program and has plans to do so but due to continues staffing shortages it has been difficult to find the appropriate staffing necessary to run this program. PCBH has identified a staff member who is completing their Masters Degree and will be available to run this program beginning Summer of 2024.

The TAY Peer Employment Program is a collaborative, community-based mental health program which supports the participant in building emotional self-regulation and other stress-reducing coping skills in a vocational and social setting; the program operates for seven weeks over the course of each summer. The Programs bridge two program fiscal years: from late June through early August. Workdays are typically Monday through Wednesday from 9AM to 1PM.

To address the unique needs of Transitional Age Youth in Plumas County, partnerships were established with area nonprofits, Rugged Roots Farm and Sierra Buttes Trail Stewardship, which operate within resource and conservation management, the most specialized industries in the county. Projects with Sierra Buttes Trail Stewardship take place on the South Park Trail system of the Cascades, Bucks Lake Wilderness, and Mt. Hough, and may include trail building and maintenance, trail engineering, and removal of forest overgrowth.

Projects with Rugged Roots Farm take place at the farm site in Quincy and includes agriculture and the farm to fork model of healthy foods and production and distribution. The Rugged Roots Farm also offers

different community opportunities to access healthy foods such as their "Farm Bucks" program, accepting EBT and distributing a box of fresh fruits and vegetables weekly to the Wellness Centers throughout the county.

One day a week, clients may spend engaging in the evidence-based program, *Working at Gaining Employment Skills (W.A.G.E.S.)*, which included professional skills development and practice, the creation of resumes and cover letters, and engagement in mock interviews.

During all activities, PCBH staff trained in a variety of evidence-based treatment modalities provide therapeutic interventions to individual participants and to the group. Treatment modalities utilized included Cognitive Behavioral Therapy, Solution-Focused Therapy and Mindfulness-Based Cognitive Therapy.

All participants will complete the program from start to finish. All participants are expected to complete 80% or more of the work activities (17/21 workdays). Progress will be monitored through documentation by program staff in individual Electronic Health Records and in communication with participants' individual treatment teams.

It is expected that 80% of participants may be able to terminate services shortly after program completion by meeting all their treatment goals.

Previous participants have gone on to obtain internships through the Forest Service, employment within PCBH, and other community agencies. Throughout the duration of the program, participants will receive support from their individual case management specialists and clinicians at PCBH and education about community resources through visits to the Alliance for Workforce Development and local wellness centers.

MHSA CSS funding is used for the TAY consumer salaries and benefits, transportation, as well as program supplies and equipment. Case management services are billed through Medi-Cal.

This program was moved to the Community Services and Supports (CSS) component to better align with the goals of that category offering a supportive employment program to consumers with a serious mental illness (SMI) or serious mental disturbance (SED). Program cost per participant is less than \$1,500 per year.

Due to the potential for environmental risks to clients, PCBH will provide snacks and water or Gatorade to help prevent any environmental illness such as heat stroke or low blood sugar that could result in an emergency while out in the field on the TAY or Adult work crew. The safety of our staff and clients is our number 1 priority.

4. Program Name	Environmental Alternatives FSP Work Program		
Program Agency	Environmental Alternatives		
FY23/24 Budget	\$50,000.00		
Program Type	x	New	Continuing
MHSA CSS Program		General Systems Development (Non-FSP)	X Full-Service Partnership (FSP)
		Outreach and Engagement	
Age Groups Served		Children (0-15)	
	X	Transitional Age Youth (16-25)	
	X	Adult (26-59)	
	X	Older Adult (60+)	
Expected Number Reached and Served in FY24/25:	14 Adults		
Estimated Average Cost Per Client:	\$3500		

The Work Program at Environmental Alternatives will operate similarly to the PCBH Adult work program but E.A. will focus working with the FSP population that is housed through E.A. and receives their case management services from E.A. staff.

E.A. case managers transport and work with the consumers on improving their functional impairments in the work setting: the Program is designed to assist clients to develop the skills that will help them manage their mental illness symptoms as they are placed in a work situation where they're completing routine tasks while engaging with other program participants and a work supervisor.

The case managers also work with the individual clients to practice stress management and to work on strengthening coping skills that help the client to better self-regulate and to start transitioning into a job setting within their community. Clients will also learn daily living skills such as budgeting, money management, banking, resume building, interviewing skills etc. The goal for clients in the E.A. work program will be to transition from E.A. housing to their own established housing while having gained the skills to be financially independent of E.A. and PCBH services.

EA was unable to get a work program up and running during the 23/24 Fiscal year due to a shortage in staffing. PCBH is hopeful that EA will be able to obtain a full staff and begin this program in 2025.

5.	Program Name	Housing Purchase TBD			
Program Partner		TBD			
FY24/25 Budget		Up to \$800,000			
Program Type		x	New		Continuing
MHSA Emphasis			General Systems Development (Non-FSP)	X	Full-Service Partnership (FSP)
			Outreach and Engagement (O/E)		
Age Groups Served			Children (0-15)		
		X	Transitional Age Youth (16-25)		
		X	Adult (26-59)		
		X	Older Adult (60+)		
Expected Enrollment FY24/25					
Anticipated Cost per Client:		One time cost to obtain additional housing units			

Program Deliverables

PCBH was in the process of having discussions with the Spanish Creek Motel and partnering agencies to acquire the property to expand the amount of transitional housing units we have for the SMI population. Unfortunately, the property was sold to another individual before these discussions could be finalized. PCBH has continued to look for potential housing options throughout the 23/24 fiscal year.

Goal

The goal of this program is to provide up to ten (10) qualified individuals who meet eligibility for *MHSA Full-Service Partnership* through Plumas County Behavioral Health's Utilization Management (UM) review process with:

- a single-occupancy residence.

- a stable and secure living arrangement.
- progressively increased normalcy and integration in accord with participant capacities
- sustained periods of non-incarceration and non-hospitalization with decreases in overall incarcerations and hospitalizations
- optimal use of existing community resources
- accommodations for mental and physical disabilities
- improved health outcomes and quality of life
- harm reduction interventions to support sober living
- individualized goals and outcomes to improve independent living skills
- individualized permanent housing planning to optimize community integration upon program exit
- individualized vocational/educational planning and support

During the 23/24 Fiscal year, PCBH has been working to identify potential options for additional housing throughout Plumas County. PCBH has identified 2 options for potential housing options and will continue to explore these options into the 24/25 fiscal year. The information on these 2 potential options is too early to report any details on in this annual update.

6.	Program Name	Dixie Fire Replacement Vehicles			
Program Partner		Plumas County Behavioral Health			
FY24/25 Budget		\$90,000 (insurance replacement), up to \$250,000 for program and Wellness Center vehicles			
Program Type		x	New		Continuing
MHSA Emphasis		x	General Systems Development (Non-FSP)	x	Full-Service Partnership (FSP)
		x	Outreach and Engagement (O/E)		
Age Groups Served		x	Children (0-15)		
		X	Transitional Age Youth (16-25)		
		X	Adult (26-59)		
		X	Older Adult (60+)		
Expected Enrollment FY 24/25		3 replacement vehicles covered by insurance from loss in the Dixie Fire. Additional 3 vehicles including but not limited to a multi-passenger vehicle, utility vehicle, utility trailer for groups and work programs.			
Anticipated Cost per Client:		Case Managers and clinicians will have access to use these vehicles to provide services up to 250 clients annually			

Program Deliverables

In August of 2021 the Dixie Fire went through the community of Greenville and destroyed the Greenville Wellness center along with 3 MHSA vehicles. The 3 vehicles that were destroyed in the fire will be replaced with insurance payouts. However, it was determined that additional vehicles would be needed to run programs more effectively and efficiently. One of these situations is the PCBH work crews. Typically, staff need to utilize multiple MHSA vehicles to get participants to and from the work sites. To make this process more efficient with staffing shortages, it would be more effective to have a larger multi-passenger vehicle that can accommodate both the participants and the equipment needed.

The program equipment is something that is required at each job site and in order to keep the equipment safe, secure and accessible the purchase of a utility trailer would greatly impact the work crews ability to operate effectively and consistently.

Goal

The goal of the vehicle purchases will be to provide staff members with safe and reliable vehicles for providing in-the-field services to clients. Plumas county is a frontier county spread out over 2,553 square miles. This requires PCBH staff to travel to multiple communities and locations to provide adequate services to their clients.

The goals of the multi-passenger vehicles and utility trailer will be to reduce the amount of time spent organizing, loading, and transporting both program participants and equipment for the work crews and group activities. This will allow for more direct intervention time spent with clients.

Vehicles were not purchased during the 23/24 fiscal year but the process for researching appropriate vehicle options was started. This process will continue into the 24/25 fiscal year with a goal to purchase the vehicles before June 30, 2025.

7.	Program Name	Crisis Support for Local Hospitals		
Program Partner		Eastern Plumas Health Care, Plumas District Hospital, & Seneca		
FY24/25 Budget		\$60,000		
Program Type		x	New	Continuing
MHSA Emphasis		x	General Systems Development (Non-FSP)	X Full-Service Partnership (FSP)
			Outreach and Engagement (O/E)	
Age Groups Served			Children (0-15)	
		X	Transitional Age Youth (16-25)	
		X	Adult (26-59)	
		X	Older Adult (60+)	
Expected Enrollment FY24/25		Up to 120 individual crisis situations		
Anticipated Cost per Client:		\$500		

Program Deliverables

The purpose of this program is to provide support to the local hospitals that are dealing with 5150 holds and assessments. Since Plumas County is rural, all 5150 hospitalizations are out of county placements. It can often be difficult to locate and secure a bed in contracted hospitals which requires patients to be in the local Emergency Room for multiple hours. This contract will help the hospitals to find supporting staff to sit with these patients while they are waiting for a bed. It is imperative that the emergency rooms have adequate staff to sit with these patients to keep them safe while not reducing the staff that is available to handle other emergencies. A patient on a 5150 hold must always be watched. This program will help provide the funding needed for the hospitals to hire sitters to ensure that not only the 5150 patient is being appropriately cared for but that there are still adequate staff to handle other life-threatening emergencies in the ER.

Goal

The goal of this program will be to improve access and care for those in crisis and in need of round-the-clock observation. This will not only improve care for SMI patients in the emergency room, but it will also improve the collaboration and working relationships between PCBH and the local hospitals.

When agencies can work together and have positive working relationships, we are able to improve the care we provide to our patients.

During the 23/24 fiscal year, PCBH and the local hospitals were not able to get finalized contracts in place but this is a benefit we hope will be available in the next fiscal year.

Prevention and Early Intervention (PEI)

The Plumas County MHSA Prevention and Early Intervention (PEI) Program consists of contracted community-based programs working with targeted populations to address mitigating negative outcomes - school failure, removal of children from their homes, suicide, and prolonged suffering – that may result from untreated mental illness through programs of Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment Program, Improve Timely Access to Services for Underserved Populations Program, Stigma and Discrimination Reduction Program, and Suicide Prevention Program.

Combined, these programs connected with over 4,000 (over 20% of) Plumas County residents either through indirect prevention, suicide prevention, and stigma and discrimination reduction and outreach and engagement programming or through direct referrals to services, supports, and case management. Plumas County commits a majority of its PEI funding (75.6%) to programs for those under 25 years of age, targeting elementary, high school, and college-based outreach and access and linkage to hard-to-engage and hard-to-serve child and adolescent populations through school-based and afterschool programs. Veterans and Seniors are other large populations in Plumas County which receive PEI funding for programs targeting these underserved populations.

For FY 24/25 most of the PEI program budgets were increased in order to help the partners expand their services and find ways of maintaining services after July 1, 2026 when the new BHSA takes affect and most of these programs will be at risk of losing support from MHSA funds.

Each of the following PEI programs provides unique experiences, services, resources, and supports to Plumas County populations which are typically unserved to hard-to-serve, due to difficulty in engaging, stigma blocking discussion of mental illness, bullying behaviors, or isolation.

Program Name	Veterans Services Office – Veterans Outreach
Program Partner	Plumas County Public Health Agency
FY2024/25 Expenditure	\$95,000
PEI Program Type	Improving Timely Access to Services for Underserved Populations
Age Groups Served	Transitional Age Youth (16-25)
	Adult (26-59)
	Older Adult (60+)
Reduction of Negative Outcomes:	Unemployment, homelessness, suicide, and prolonged suffering
Number of Participants	Targeted outreach: 1,807 veterans MHSA demographic data collected: 474
Program cost per participant:	\$105.49

Fiscal Year 22-23 resulted in highly successful veteran and dependent contacts, submitted claims for both VA disability payments and VHA healthcare admittance. The outreach program initiated in Fiscal Year 21-22 continued into Fiscal Year 22-23. The year resulted in \$526,937 dollars in retroactive VA payments to county veterans, new monthly disability payments averaging \$81,450, totaling \$1,504,334 in new VA money paid to county veterans or their dependents. This year was the highest on record for the county and calculated to a 76% increase in the previous 10-year average. Total submitted claims for the year totaled 149, which was the second highest (3 short of the highest) claim submissions on record and was a 35% increase on the running 10-year average. Plumas County is the 6th smallest veteran population in the state but out produced the next 5 larger veteran populations in claim payments. The Fiscal Year 22-23 continued with the plan to connect with veterans and their families at community and evening class events.

SERVICE ORGANIZATION MEETINGS:

- Quincy CA VFW Post # 3825. Attended meetings with attendees in parentheses on 07/19 (6), 08/16 (5), 12/20 (4), 01/17 (5), 02/21 (7), 03/20 (6), 04/17 (7), 05/15 (7). Eight (8) meetings attended and 47 attendees. Topic presentations at meetings on VA Community Care utilization, new VA Burial Urn for ashes, and Update on PACT Act claim dates.
- Portola CA VFW Post # 3758. Attended meetings with attendees in parentheses on 08/01 (6), 09/05 (7), 12/05 (5), 02/06 (7), 04/01 (5). Five (5) meetings attended with 30 attendees. Topic presentations on VA Community Care utilization, new VA Burial Urn for ashes, and PACT ACT claim dates.
- Portola CA American Legion Post # 3755. Attended meetings with attendees in parentheses on 08/02 (8), and 04/02 (9). Two (2) meetings attended with 17 attendees. Topic presentation on VA Community Care utilization and new VA Burial urn for ashes.

- Greenville CA American Legion Post # 568. Attended meeting dates with attendees in parentheses on 08/08 (5), 09/12 (6), 11/14 (5), 12/12 (5), 03/12 (6), 03/09 (7). Six (6) meeting attended with 34 attendees.
- American Legion District 3 meetings attended in Susanville CA – 09/16, 11/18, 03/23.
- VFW District 15 meetings attended in various locations in the northern CA area – 02/10, 05/11.
- TOTALS FOR SERVICE ORGANIZATION MEETINGS – 26 meetings with presentations to 69 attendees.

OFFICES OPEN IN PORTOLA CA

- July 18, August 1 and 15, September 5 and 19, October 17, November 7 and 21, December 5 and 19, January 2 and 16, February 6 and 20, March 5 and 19, April 2 and 16, May 7 and 21 and June 4 and 18. (3.5 contacts per session on average for total of 77 contacts).

OFFICE OPEN IN CHESTER CA

- July 11 and 25, August 8 and 22, September 12 and 26, October 10, November 14 and 28, December 12, January 9 and 23, February 27, March 12 and 26, April 9 and 23, May 14 and 28 (3.5 contact per session on average total contacts of 66 contacts).

EVENING PRESENTATIONS "VA 101 – DISABILITY COMPENSATION CLAIMS WITH EMPAHASIS ON INCREASES AND SECONDARY CONDITIONS"

- Portola CA - 04/25/2024 eleven (11) attendees.
- Quincy CA - 04/26/2024 eleven (11) attendees.
- Chester CA - 04/30/2024 five (5) attendees.

COMMUNITY EVENTS INFORMATIONAL BOOTH STAFFING

- Greenville CA Gold Digger Days on July 15, 2023 (20 contacts)
- Plumas/Sierra County Fair, Quincy CA on July 27, 28, 29, and 30, 2023
- Plumas/Sierra Veteran Lucheon on August 8, 2023
- Eastern Plumas District Hospital Wellness Fair on August 26, 2023
- Feather River College Career Day on September 11, 2023
- Quincy Ground Hog Days on February 2, 2024 (7contacts)
- Plumas County Children Fair, Quincy, CA on May 11, 2024 (9 contacts)
- Lassen County Veteran Stand Down on May 18, 2024 (5 contacts)
- Memorial Day Ceremony, Quincy CA on May 29, 2024 (7contacts)

PLUMAS/SIERRA COUNTY VETERAN STAND DOWN

- August 11 and 12, 2023
- 43 veteran contacts.

PLUMAS CRISIS RESOURCE INTERVENTION CENTER NEW EMPLOYEE TRAINING

- Training held on 11/27/2023
- 5 new employees trained on the VA and CalVet benefit stream available to veterans and dependents who connect with the Center.

THE VETERAN ADDICTION CRISIS, TREATMENT THAT WORKS -PROJECT OPIOID USA

- National Webinar, November 30, 2022.

Program Name	Senior Connections
Program Partner	Plumas County Public Health Agency
FY24/25 Expenditure	\$95,000
PEI Program Type	Access and Linkage to Treatment
Age Groups Served	Adult (26-59)
	Older Adult (60+)
Reduction of Negative Outcomes:	Prolonged suffering and suicide
Number of Participants	Targeted outreach: 344 seniors MHSA demographic data collected: 92 seniors Case-managed home visits: 65 seniors
Program cost per participant:	\$351.35

Overview:

Senior Connections has been designed to enhance basic-need programs for the older adult population already provided through Plumas county Senior Services. The enhancements offered are intended to reduce prolonged suffering in the older adult population, especially inhomebound seniors, who are indentified as underserved in Plumas County.

Enrollment/ targeted “underserved” group:

The MHSA-funded precention program employs strategies of improving timely access to services of underserved population and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors through linkage with the Senior Nutrition Program, and screens participants for early signs of depression or other mental illness.

This approach provided staff of Senior Connections the opportunity to quickly identiry individuals who may otherwise remain underseved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community to combat isolation and improve whole health outcomes through social connection and education.

The program enhances ongoin g collaboration and partnerships with Behavioral Health and other key community partners to provide this underserved population with access and linkage to menatl health services, thereby increasing timely access. These activities and strategies will decrease negative outcomes of prolonged suffering that may result from untreated mental illness in homebound seniors.

History/ program components:

Over the past 6 years Senior Connections has created a home visiting program to connect with out home-bound seniors, who are at higher risk for developing physical and menatl illnesses, as well as for premature death. It is designed to encourage social connections, assess risks, and refer to appropriate services and esources. Along with the home visiting program, Senior

Connections has provided connections, opportunities, and resources to seniors utilizing Plumas County Senior Services Congregate meal program. These additional services were open and available to all seniors and those interested in learning about common illnesses and disorders affecting our seniors. They included Age Well, Live Well (a quarterly health educational series focused on seniors), Plumas County Senior Summit, weekly activities at each congregate meal site, monthly emails, quarterly printed newsletters, the Senior Resource Group, and other small projects that enhance the mental wellness of Plumas County seniors and decrease the duration of untreated mental illness and prolonged suffering. These additional services have been reduced due to funding reductions, and the Senior Connection staff has the homebound visiting program.

Future projects include creating a resource link on the PCPHA website for resources and interesting articles for seniors, families and caregivers. Continue to hand out information flyers to congregate sites and lunches delivered. In collaboration with AFN, PRS and MDT in supporting, protecting, and providing services to this population.

Home Visiting Program

Visit 200-210 low-mobility individuals in their homes to relieve isolation and decrease prolonged suffering of depression, anxiety, or other potential health related issues, broadening access to health and social services, and connecting them to community.

A brief screening tool (PHQ-2) will be administered to assess for depression, and each homebound meal recipient will be asked if they are receiving mental health services. In addition, a brief health history questionnaire including recent ER visits, sleeping, and eating habits, living arrangement, and support systems will be provided. As needed, based on these surveys, seniors will be referred for mental health intake and assessment at Plumas County Behavioral Health, their primary care physician, or other access to supports available to meet their needs.

Visiting Client Number: 210

Fourth quarter reports the number of intakes for homebound seniors receiving meals was 210. This is an increase of 5 from the last report. The three congregate sites are now all in full operation. Senior Nutrition continued to deliver meals to senior households over the last 12 months. Some deliveries include caretakers. 210 documented "regular" homebound meal participants reporting is based on what information was available at the time. Some of the participants still require weekend meals or additional meals, for some these are the only meals they have available. Per area we had the following additions and deletions. Portola gained 14, Quincy gained 5, Greenville lost 12 and Chester gained 1.

The Senior Connections Program Manager continued with pilot program of delivering meals with and without the normal drivers to the Portola and Chester homebound participants on a frequent basis. During this time, brief, but informative conversations took place to assess isolation issues, mental and chronic health issues and create a caring resource that could be trusted. This type of "eyeballs on" more of the participants allowed more to be seen and better follow-up visits with more focused information provided. Home visits would also be coordinated with IHSS and APS

when needed. Information was provided as requested on County services and referrals outside the area. Many of the participants looked forward to the regular weekly or at times, several times a week delivery of their meals and visiting.

The senior summit was not sponsored this year due to site considerations, (County Fair grounds, Quincy Veterans Hall) and the request to try more than 1 location due to driving distances from Chester and Portola. We will look to the 2024-2025 fiscal year to plan the next event. Fear of COVID and flu was also a deterrent for the event.

Activity name: Home Visits and Referrals	Q1#	Q2#	Q3#	Q4#	22-23 Total
Number of Home-Bound Seniors receiving contact from home visitor	35	40	42	36	153
Number of case management and information sharing contacts (clients, referrals, callbacks)	41	36	55+	39	171+
Total number of referrals	18	13	22	25	78+
• Mental Health Services	7	4	5	6	22
• Veterans Services	2	2	3	4	11
• Senior Life Solutions		1	1		2
• Adult Protective Services	1	1	2	3	7
• Housing	1	3	2	3	9
• Legal Services of Northern California		1	3	1	5
• HICAPP Medicare Advising	1	3	2	4	10
• Home Health		1	2	1	4
• Utilities Assistance / CA Lifeline phone		1		1	2
• Transportation			1	1	2
• IHSS	4	3	2	2	11
• Caregiver Support	4	3	3	5	15
• Vision and Hearing	2	4	6	5	17
• Meal participation		1	1	1	3
• Alzheimer's		2	1		3
• Parkinson				1	1
Number of referral follow-up surveys*:	15	11	18	22	66

*All referrals were followed up by phone contact with client or referral agency.

	Program Name	Native Youth, Family, and Elders Prevention Program		
	Program Partner	Roundhouse Council		
	FY24/25 Budget Cost	\$95,000.00		
	Program Status	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Continuing	
	Emphasis	<input checked="" type="checkbox"/> Prevention	<input type="checkbox"/> Early Intervention	
	Age Groups Served	<input checked="" type="checkbox"/> Children (0-15)		
		<input checked="" type="checkbox"/> Transitional Age Youth (16-25)		
		<input checked="" type="checkbox"/> Adult (26-59)		
		<input checked="" type="checkbox"/> Older Adult (60+)		
	Program and/or Strategy	<input type="checkbox"/> Access & Linkage	<input type="checkbox"/> Early Intervention	
		<input type="checkbox"/> Outreach for Increasing Recognition	<input checked="" type="checkbox"/> Suicide Prevention or Other Prevention Program	
		<input checked="" type="checkbox"/> Stigma & Discrimination	<input type="checkbox"/> Improving Timely Access to Services	
	Estimated number to be served	40		
	Estimated cost per person	\$1,250.00		

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Unfortunately, during the Dixie Fire in 2021, Roundhouse lost their Greenville facility and many of the items used in the following programming. The Roundhouse Council is working to re-establish the programming they lost during the fire and has plans to get back to providing all of the following services once their center is rebuilt in the Greenville area. Roundhouse continues to offer the services and programming that they are able to including language services, children and youth services and community education through tribal activities and presentations.

Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Hand game practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships*, and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional*, are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANIF program to create future events and programs designed specifically for Native youth.

Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children.

Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the

work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Reigns*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance Reigns is what one puts into the feathers, requiring the participant to want to feel happy for the Reigns to offer up good prayers. Creating one's own dance Reigns also demonstrates the owner's sense of pride in self and teaches patience.

Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC can share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Hand game Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Hand game tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Hand game tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Hand game Circuit.

GONAs, Big Times, and Hand game Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

Program Name	Youth Prevention Services – Visions
Program Partner	Plumas Rural Services
FY24/25 Expenditure	\$30,000
PEI Program Type	Prevention: Access and Linkage to Treatment and Suicide Prevention
Age Groups Served	Children and their families (0-15)
	Transitional Age Youth (TAY) (16-25)
Reduction of Negative Outcomes:	Suicide risk, school failure/dropout, removal of children from their homes, and prolonged suffering
Number of Participants	15
Program cost per participant:	\$1200

The Visions Youth Prevention Program provides prevention services for up to 15 girls and nonbinary youth, ages 11-18. Originally grounded in research on girls' development, the program was updated in 2022-23 to reflect the changing needs of adolescents and the youth-led desire to increase inclusion in the program. Youth participants in the formerly named Girl's Rite program saw a need to offer this space for their nonbinary classmates in 2022, and the Visions program developed through their leadership and drive.

Visions provides space for girls and nonbinary youth that supports participants' capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity. This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths-based youth development program to mitigate risk of and/or reduce negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home. We know these risks increase significantly for LGBTQ+ youth; including gender non-conforming youth.

According to a 2011 study in the Journal of Adventure Education and Outdoor Learning, "all-girls programs create a space for adolescent girls to feel safe, increase their connection with others, and provide freedom from stereotypes." Furthermore, outdoor experiences for teens result in enhanced self-esteem, self-confidence, independence, autonomy, and initiative, with positive results persisting for years.

Visions will be delivered in Quincy with after-school meetings every week during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the coordinator

fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

Professional women, nonbinary adults and other ally adults in the community are invited to speak and participate in the program regularly, fostering positive relationships with adults in the participants' own community. In addition to promoting protective factors described above, this work fosters an early introduction to possible future professions for participants, giving them relatable role models within their community and aspirational goals that insulate against future risks of unemployment and homelessness.

Program facilitator deliverables include:

- Holding two (2) afterschool meetings per month during the school year
- Leading seven (7) full-day excursions over the summer
- Leading one (1) multi-day campout over the summer
- Attending one (1) youth leadership development conference (the Reach Conference)
- Referrals to an early intervention or other mental health services will be tracked, reported, and a follow-up call or meeting with the participant and family will be conducted.

Measurable outcomes:

This prevention and improving timely access program will focus on reducing negative outcomes that may result from an untreated mental illness through building protective factors. By the end of the program year and through participant self-assessment or self-perception questionnaires, the program expects:

- increase of at least 60% of enrolled youth who report a perception of increased self-confidence.
- increase of at least 40% of enrolled youth who report a perception of an improved or a healthier relationship with family members or other primary social connections.
- increase of at least 40% of enrolled youth who report perception of improved emotional self-regulation or emotional resiliency.
- Decrease of at least 40% of enrolled youth reporting feelings of depression, sadness, or suicidal ideation.

Data collection methods:

PRS collects MHSA-specific demographic data for participants from initial enrollment forms. The Visions Coordinator tracks participation at meetings and other events. PRS also collects data on protective and promotive factors intended to mitigate risk and enhance healthy development and wellbeing. This data on factors of youth resilience, access to system of supports, social/emotional/physical well-being is surveyed via a pre- and post-questionnaire; answers to this questionnaire also help the coordinator to hone meeting topics for participants' needs.

c.

Program Name	School-Based Prevention Services
Program Partner	Plumas Unified School District
FYI 24/25 Expenditure	\$251,932.00
PEI Program Type	Prevention and Early Intervention
Age Groups Served	Children and their families (0-15)
	Transition Age Youth (16-25)
Reduction of Negative Outcomes:	School failure/dropout, suicide, removal of child from their family's home, prolonged suffering
Number of Participants	1275
Program cost per participant:	\$198 per student

This program began as an Innovation program with the goal to improve response to and decrease occurrence of potential threats in Plumas County schools, including presentation of suicidal ideation, reported self-harm behaviors, and reported bullying behaviors by establishing improved communication and sharing of resources across agencies and improving school climate. The primary tools created to address this goal were specific protocol development to address threats and bullying complaints, implementation of Positive Behavior Interventions and Supports grades K-12, and the addition of Student Services Coordinators in each community, serving grades K-12. At the end of the year, the program transitioned to a Prevention and Early Intervention Project-Plumas Unified School District School Based Prevention Services with the goal to increase access and provide outreach for increasing recognition of early signs of mental illness.

Background:

The PUSD School-Based Prevention Program utilizes Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for a data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools, through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reinforce, reteach, reinforce again. Research shows that 75% of the student body should respond favorably to this approach. For the students who do not respond as determined by data, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Services Coordinator support. Each school site has an intervention team that meets at least 2x monthly to review data and students in need of intervention.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health (PCBH) for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process. Individuals who are assessed and require mild to moderate level of mental health services will be referred to Plumas Unified School District for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community and school-based specialty mental health services by PCBH staff. Other Tier III supports provided by PUSD include IEP evaluations and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

****Due to change over in PUSD administrative staff, nothing was reported during this reporting period. The previous reporting information is outlined below for reference. The services were being provided during this period but the reporting information was lost with the staff that were in the positions at the time.**

The MHSA Coordinator and QA Manager have met with PUSD during 2023 to re-establish the expectations and reporting requirements.

Explanation:

It is in Tier II identification where students who are beginning to manifest signs of mental illness typically rise to this level of need for support. In the past, school sites were missing them through lack of consistent intervention team meetings and lack of Tier II interventions. Through the intervention team process, students are identified that need increased access and linkage to treatment and the referral process is engaged at this point, months earlier than the previous system allowed for, which typically responded when a student's level of need rose to Tier III, or severe/crisis status. Research supports that 60% of students who receive Tier II interventions will assimilate back into the general population. This results in more cost-effective interventions being utilized sooner and fewer students advancing to Tier III, subsequently helping to keep from overloading the system with referrals.

Challenges:

School-based activities:

- Student Service Coordinators in each community - fully staffed in Quincy, Portola and Chester all school year- partially staffed in Greenville.
- Lead Student Service Coordinator for supervision of paraprofessional social work services- staffed all year.
- PBIS Implementation -
 - C Roy Carmichael Elementary - Continued strengthening of Tier I and Tier II implementation with fidelity measures met throughout the year
 - Portola Jr Sr High School - Continued strengthening of Tier I and Tier II implementation with fidelity measures met throughout the year.
 - Quincy Elementary - Continued strengthening of Tier I and Tier II implementation with fidelity measures met throughout the year.

- Quincy Jr Sr High School - Tier II Booster training- successful implementation of Tier I and Tier II with fidelity measures met end of year.
 - Indian Valley Elementary and Greenville Jr Sr High School - Tier II Booster training; successful implementation of Tier I and Tier II with fidelity measure met end of year.
 - Chester Elementary - Tier II Booster with new leadership this year; successful implementation of Tier and Tier II with fidelity measures met at the end of the year.
 - Chester Jr Sr High School - Tier II Booster training- successful implementation of Tier I with fidelity measures met throughout the year and Tier II met by the end of the year.
 - PUSD has found that it takes a long time with consistent leadership at a site to implement PBIS with fidelity. As leadership becomes more stable at our sites in transition; we aim to see stable rates of fidelity met in practice of PBIS principles.
- September - Suicide Prevention Month- Grades 7-12 awareness campaigns on campuses throughout PUSD with social media push out of information and resources - local, national, and internet-based resources shared.
 - October - Bullying Prevention Month- Grades K-12 awareness campaigns on several campuses throughout PUSD with social media and newsletter push out of information and district protocol shared. Challenge Day to be held at each 7-12 campus throughout the district and anti-bullying assemblies with curriculum support at CRC.
 - May - Mental Health Awareness Month- Grades K-12 awareness campaigns on several campuses throughout PUSD with social media and newsletter push out of information and resources- local, national, and internet-based resources shared.

Paraprofessional social work practiced at each site throughout the year provided coordination of services, referrals to services, mentorship, and reteaching of school wide expectations.

Description of Program Activities	Outcomes
At-risk Prevention program individuals served:	426 districtwide
At-risk of early onset of a mental illness referrals to other service providers	96 referrals were made across PUSD schools. 46 referrals were made to PCBH, 16 referrals were made to PUSD Behavioral Health Specialist, 23 referrals were made to Plumas Rural Services, 11 referrals were made to local medical clinic or other private providers and 1 referral was made to online providers
Potential Responders for Outreach of Increasing Recognition of Early Signs of Mental Illness	300 principals, vice-principals, nurses, counselors, student services coordinators, teachers, and support staff

Access and Linkage to Treatment Strategies for Early Intervention Program:

Since the PCBH Department determines who qualifies for SMI, it is difficult to determine what referrals are SMI versus Mild to Moderate. Additionally, due to staffing changes and changes in service delivery with PCBH and PRS, it is difficult to determine the appropriate starting place for a referral. PUSD and the different agencies will continue to work with one another to streamline this process in a more efficient manner to increase accessibility and improve wait times for assessments and services. Here are the total referrals that we made across agencies for Behavioral Health Services in the last two quarters. 96 referrals were made across PUSD schools. 46 referrals were made to PCBH, 16 referrals were made to PUSD Behavioral Health Specialist, 23 referrals were made to Plumas Rural Services and 12 referrals were made to medical clinics, outside providers or online providers. It is important to note that this data is not complete district wide- PUSD had a staffing shortage in the Greenville community with the loss of a Student Services Coordinator and thus the data collected is less than what occurred.

Types of treatments individuals may be referred to:

- Plumas County Behavioral Health
- Plumas Rural Services- Child Abuse Prevention Treatment (CHAT) Program, 0-5 Counseling Services Program, Private Insurance Provider Program, Mild to Moderate Provider Program
- Eastern Plumas Health Care- Mild to Moderate Provider Program Behavioral Health
- On-line Private Providers of Telehealth services under Private Insurance – Live Health Online, MDLive
- 7 Cups of Tea- online support provider (free and paid for services)
- North Fork Family Medicine- Mild to Moderate Provider and Private Insurance
- Local area private providers- Kathleen Toland, MFT; David Schaffer, LCSW; Aly Makena, MFT etc.
- Private Providers out of the area determined by insurance - Reno, Chico, Truckee, Susanville

Individuals Who Followed through on Referrals and Engaged in Treatment:

Tracking who followed through and who was engaged in treatment continues to be difficult for us to track due to release of information and difficulty getting ahold of families after the referrals are completed. We need to solidify a communication/reporting method with PRS and PCBH to determine how to verify follow through and treatment engagement. The Lead Student Services Coordinator will work with MHSA Coordinator to determine the best route to collect accurate data for reporting purposes. Due to the multiple online and private treatment options and patient privacy laws, it is very difficult to verify the follow through and engagement.

Challenges include late receipt of new MHSA reporting forms, which cause data retrieval and reporting issues and follow-up after a referral to determine if services were really engaged, if a student qualified for severe or if they needed a lower level of service- mild to moderate.

The most notable challenge has been the lack of Behavioral Health providers in our area despite significant recruitment efforts. It is easier now to track how many referrals the schools have sent to the different provider options for our students, however as seen above tracking when the follow through and engagement occurs still has some barriers that we will continue to work out.

Additionally, PUSD has suffered a staffing shortage and funding decrease resulting in one community in the county not having consistent SSC coverage. This has impaired our ability to collect data accurately. The numbers reported are less than what occurred due to this barrier. Keeping the PUSD Behavioral Health Specialist positions staffed has also proved to be a challenge. PUSD will continue to coordinate with PCBH on the efficacy of this model and make changes as indicated.

A big success to date has been with the implementation of Tier II interventions at school sites. As Tier II interventions get more widely utilized and applied, the students who respond well should reintegrate back into Tier I level of functioning leaving a much smaller number requiring Tier III level of intervention. This should decrease the overall number of referrals over time to specialized services.

Additionally, PUSD has begun to create an overarching Multi-Tiered System of Support (MTSS) which will incorporate multiple levels of interventions for social, emotional, behavioral, and academic needs. The addition of this umbrella should help us identify those students who may need further intervention that are not receiving it.

Another major success is that all our school sites are practicing PBIS with fidelity across Tiers I and II as of the end of this fiscal year.

The implementation of this project has reinforced past knowledge that successful implementation takes a long time and persistent investment in the process. Staffing changes, staffing shortages, trial and error all take time to smooth out and fill gaps that arise over time. This tells the team to anticipate a longer amount of time for successful implementation. Additionally, the team's understanding of the cultural differences across communities in our county also contributes to each community developing at a slightly different rate with some being stronger than others in some areas. Lastly, it also reinforces that mistakes occur, and periodic evaluation is a good tool to help target gap areas and address problems.

It was also learned and reinforced that even though small interventions can have powerful impacts, shortage of resource can still stifle application of interventions and supports for students. It has challenged the teams to work smarter with the resources available.

PUSD has a very large transient population. This poses a challenge to school culture and access and linkage to services. Resources are often applied to students who are here temporarily and that likely holds up the referral process for students in need who have more permanent residence here in Plumas County.

At some school sites, it has been experienced by staff that when small interventions are applied it does result in prevention of increase in symptoms. Students who would have historically been automatically referred to Tier III level services in the past have shown strong responses and movement to wellness with Tier II interventions. As staff sees this reinforced over time, the stronger the Tier II implementation should become.

A. Suicide Prevention Program and Mental Health Awareness Campaign

Program Name	Suicide Prevention Program and Mental Health Awareness Campaign
Program Partner	PCBH, FRC, PUSD
FY 24/25 Expenditure	\$40,000.00
PEI Program Type	Suicide Prevention / Community awareness
Age Groups Served	Children and their families (0-15)
	Transition Age Youth (16-25)
	Adult (26-59)
	Older Adult (60+)
Reduction of Negative Outcomes:	Community awareness allows the different community members to also be a support to each other.

MHSA funding supports Plumas County's

During the 22/23 FY the materials received from CalMHSA were all in Spanish and therefore only a small percentage of consumers were able to utilize and benefit from these materials.

Due to PCBH's small staff size, the department's capacity to create a wide-reaching suicide prevention and mental health awareness campaign has been limited to staff capacity for mental health awareness outreach and stigma reduction through staff practices at the PCBH Wellness Centers, activities at county stakeholder events, and in our online presence through social media, such as the Facebook page.

During the 23/24 FY PCBH staff took on the challenge to create a county wide Awareness program for suicide prevention and mental health awareness. During the month of September, Suicide Prevention signs were put up in each community and at each Wellness Center. Both banners and yard signs were used to help build awareness throughout the county. Each clinical office was also equipped with suicide prevention gear and swag for clients and community members. Staff also attended local events like the college job fair and Dixie Fire recovery events to help expand the outreach to the community. During the month of May, PCBH staff prepared "Wellness Kits" for all the 7th, 9th, and 11th grade students throughout the county. The Wellness Kits included a copy of "The 5-Minute Mindfulness Journal for Teens" along with Mental Health Awareness items including stress balls, stickers, pens, ChapStick, pencil, and mini frisbees. Mental Health Awareness signage was also put up throughout the county using banners and yard signs. Each Wellness Center also provided copies of the journals and swag for clients and community members.

MHSA PEI regulations state that counties with a population under 100,000 may report the demographic information required for the County's entire Prevention and Early Intervention Component instead of by each Program or Strategy (Section 3560.010(e) **CA Code of Regulations Title 9, Division 1, Chapter 14, Article 5, 9 § 3560.010 Annual Prevention and Early Intervention Program and Evaluation Report**)

Prevention and Early Intervention Program Demographics – Combined

Small counties with a population under 100,000 are required to disaggregate their demographic data, due to their small reporting size numbers. Plumas County MHSA Program combines all data into one set of numbers broken down by demographic categories, such as age, race, ethnicity, gender, etc.

NR = Not reportable, census is too small to maintain participant privacy

- Age

Children (0-15)	1376
Transitional Age Youth (TAY) (16-25)	369
Adult (26-59)	36
Older Adult (60+)	94
Declined to state	0
Total	1875

- Race

American Indian or Alaska Native	140
Asian	4
Black or African American	46
Native Hawaiian or other Pacific Islander	NR
White	1456
Other	NR
More than one race	NR
Declined to state	
Total	1646

- Ethnicity

Hispanic or Latino as follows		
	Caribbean	NR
	Central American	NR
	Mexican/Mexican-American/Chicano	336
	Puerto Rican	NR
	South American	NR
	Other	NR
	Declined to state	134
Non-Hispanic or non-Latino as follows		67
	African	NR
	Asian Indian/South Asian	NR
	Cambodian	NR

	Chinese	NR
	Eastern European	NR
	European	NR
	Filipino	NR
	Japanese	NR
	Korean	NR
	Middle Eastern	NR
	Vietnamese	NR
	Other	NR
	Declined to state	
More than one ethnicity		358
Decline to state		
Total		895

- Primary Language – Plumas County has no threshold language

English	1737
Spanish	121
Other	2
Declined to state	NR
Total	1860

- Sexual Orientation

Gay or Lesbian	NR
Heterosexual or Straight	129
Bisexual	NR
Questioning or unsure of sexual orientation	NR
Queer	NR
Another sexual orientation	NR
Declined to state	1718
Total	1847

Many programs do not ask or collect data on gender identity or sexual orientation.

- Disability

Yes, report the number that apply in each domain of the following:			
	Communication domain separately by each of the following:	Difficulty seeing	1
	85	Difficulty hearing, or having speech understood	2
		Other (specify)	NR
	Mental domain not including a mental illness (including but not limited to a learning disability,		292

	developmental disability, dementia)		
	Physical/mobility domain		1
	Chronic health condition (including, but not limited to, chronic pain)		38
	Other: NR		
No			
Decline to state			
Total*			334

*Respondents may have chosen more than one category

- Veteran status

Yes	292
No	1462
Decline to state	
Total	1754

- Gender

Assigned at birth	Male	997
	Female	873
	Decline to state	5
Total		
Current gender identity	Male	
	Female	
	Transgender	NR
	Genderqueer	NR
	Questioning or unsure of gender identity	NR
	Another gender identity	NR
	Decline to state	
Total		1875

Many programs do not ask or collect data on gender identity or sexual orientation.

	Program Name	School-Based Mental Health Services and Multi-Tiered Systems of Support		
	Program Partner	Plumas Charter School		
	FY24/25 Cost	\$140,000		
	Program Status	x	New	Continuing
	Emphasis	X	Prevention	X Early Intervention
	Age Groups Served	X	Children (0-15)	
		X	Transitional Age Youth (16-25)	
			Adult (26-59)	
			Older Adult (60+)	
	Program and/or Strategy	X	Access & Linkage	X Early Intervention
			Outreach for Increasing Recognition	X Suicide Prevention or Other Prevention Program
			Stigma & Discrimination	X Improving Timely Access to Services
	Estimated number to be served	Up to 350		
	Estimated cost per person	\$400.00		

PCBH will be contracting with the local Charter School to expand school based services and to meet increasing need for school-based mental health services, to serve up to an additional 350 students.

The prevention and early intervention components of the program utilize MTSS (Multi Tiered System of Support) research supported framework developed out of the University of Oregon and now implemented nationwide. MTSS is under the umbrella of PBIS and allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. Plumas Charter currently uses MTSS and will begin working to implement PBIS. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Charter for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by Plumas Charter include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic

violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow Plumas Charter to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. Plumas Charter Early Intervention supports also include supports for family members of students, provided by or supported through Plumas Charter staff.

Deliverables:

- Plumas Charter will provide PBIS Tier I and Tier II infrastructure practice with fidelity in all communities within the district.
- Plumas Charter will provide a .5 FTE Student Services Coordinator/Behavioral Health Clinician in each community with student population less than 400 as funding allows.
- Plumas Charter will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- Plumas Charter will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- Plumas Charter will provide referral to PCBH for all Tier III individuals for assessment and level of care determination.
- Plumas Charter will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- Plumas Charter will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. Plumas Charter will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- Plumas Charter will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- Plumas Charter will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from Plumas Charter at the quarterly reporting periods.

- Plumas Charter will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Data collection methods:

- Plumas Charter will utilize their student database to extract demographic reporting of students served.
- Plumas Charter will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- Plumas Charter will report the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter will report the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter will report the number of family members of students at risk that are supported by Plumas Charter Staff across the district. These numbers will be collected by Plumas Charter Staff documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>250
Transition Age Youth (TAY) (16-25)	>50
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services will be provided at the following location(s).

Plumas Charter School Quincy Campus

1425 E. Main

Quincy CA, 95971

Indian Valley Academy – Taylorsville

Taylorsville, CA 95983

Plumas Charter School Chester Campus

135 Main St

Chester, CA 96020

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Charter School, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal

The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that Plumas Charter will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

IV. MONITORING

Track and report annually or as noted on the following:

- I. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- J. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- K. Bi-Annual completion of: State Consumer Perception Survey.
- L. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. Plumas Charter will be held to the documentation standards that are expected by the Department of Healthcare Services.

	Program Name	Tai Chi		
	Program Partner	Kiara Vicini		
	FY24/25 Cost	\$25,000		
	Program Status	<input type="checkbox"/> New	<input checked="" type="checkbox"/>	Continuing
	Emphasis	<input checked="" type="checkbox"/> Prevention	<input type="checkbox"/>	Early Intervention
	Age Groups Served	<input type="checkbox"/> Children (0-15)		
		<input type="checkbox"/> Transitional Age Youth (16-25)		
		<input checked="" type="checkbox"/> Adult (26-59)		
		<input checked="" type="checkbox"/> Older Adult (60+)		
	Program and/or Strategy	<input checked="" type="checkbox"/> Access & Linkage	<input type="checkbox"/>	Early Intervention
		<input checked="" type="checkbox"/> Outreach for Increasing Recognition	<input type="checkbox"/>	Suicide Prevention
		<input type="checkbox"/> Stigma & Discrimination	<input checked="" type="checkbox"/>	Improving Timely Access to Services
	Estimated number to be served	Up to 100		
	Estimated cost per person	\$180.00		

The Tai Chi program falls under the description of activities available at the Wellness Centers (please see page 29). It was recognized that this program was serving primarily senior citizens which is an underserved population and therefore it was more appropriate for the Tai Chi program to be a PEI supported program.

INNOVATION (INN)

In the fall of 2022, Plumas County joined the Crisis Now Collaborative Innovation project. The MHSA Coordinator worked with the coordinating agency into the spring of 2023 to develop an innovation project that would work for Plumas County. It was determined that the cost of this innovation project would cost more than Plumas County's annual allocation and therefore it was not feasible for Plumas County to continue with this innovation project. Plumas County will continue to try and find an appropriate innovation project for the county dynamics.

In Fiscal year 23/24 the MHSA reform was announced and voted on which will change how everything operates, and INN will no longer be its own funding category. Considering these changes, Plumas County has not entered into any new innovation projects.

Workforce Education and Training (WET)

WET Mental Health Loan Assumption Program for Behavioral Health Staff

While there has been an MHSA loan assumption program run at the state level through the Office of Statewide Health Planning and Development (OSHPD), Plumas County Behavioral Health identified a need for greater local incentives in efforts to "grow our own" behavioral health staff for hard-to-fill clinical and other positions.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, "Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level."

The program may enroll up to six PCBH full-time employees, with a projected allocation to this program each year of \$60,000 for up to \$10,000/per year loan assumption for each full-time employee with twelve continuous months of employment working for Plumas County Behavioral Health. The mandated MHSA maximum per employee is \$60,000 whether they apply for local WET funds or through the statewide competitive OSHPD program. Having a local loan assumption program allows for PCBH to offer this incentive regardless of the state

funding and volatility available with the statewide OSHPD program. FY 23/24 five applicants applied for grants and five grants were offered.

Relias Training (WET)

Training continues to drive clinical practice and influence organizational performance.

In early 2019 Plumas County Behavioral Health rolled out, Relias Learning Management Systems. The Relias LMS is a healthcare learning management system that helps administrators evaluate clinical skills, ensure compliance, and create custom learning plans for staff. Relias management system tracks all training in one place. An online learning system like Relias assisted PCBH in keeping accurate records on each employee's training. Reports are easily pulled so that PCBH has documentation for state requirements.

In FY 24/25 PCBH plans to allocate funds to each staff member for them to obtain required trainings that are not offered through Relias including but not limited to, trainings for CEU's to help with staff retention, specific trainings related to the individual's specialty or special interests (Eg. Art therapy for children, DBT, EMDR), training specific to their job etc.

The budgeted amount for WET during FY 24/25 will be \$128,000 which will include Relias, Loan Assumption, supporting appropriate countywide department training and the allocation for staff members. PCBH has recognized the need to invest in our staff and to provide them with the resources and training they need to meet their full potential within our department.

Capital Facilities and Technology Needs (CFTN)

Plumas County Behavioral Health had no Capital Facilities and Technology Needs program nor plan to expend CFTN funds in FY 24/25.

FY 2023-24 THROUGH FY 2025-26 THREE-YEAR MHSA EXPENDITURE PLAN & FUNDING SUMMARY AND COMPONENT WORKSHEETS

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2023-24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
Full-Service Partnership Programs						
1.ENVIRONMENTAL ALTERNATIVES PLUMAS COMMONS	1,046,000	779,000			110,000	157,000
3..Spanish Creek Motel Purchase for housing	800,000	800,000				
4. PCBH Personnel and Operations for FSP Clients	978,647	978,647				
Non-FSP Programs (General Systems Development and Outreach and Engagement)						
1.PCBH PERSONNEL AND OPERATIONS	940,268	940,268				
2. Local Hospital Crisis Support	60,000	60,000				
3. TAY WORK PROGRAM	20,000	20,000				
4. ADULT WORK PROGRAM	30,000	30,000				
5. PEER EMPLOYEE SALARIES/BENEFITS	100,000	100,000				
6. WET FUNDS Transfer	84,457	84,457				
7. Vehicles	250,000	250,000				
Subtotal						157,000
CSS Administration	120,489	120,489				
CSS MHSA Housing Program Assigned Funds						
Total CSS Program Estimated Expenditures				0	110,000	157,000
FSP Programs as Percent of Total	59%					

Plumas County Behavioral Health Personnel and Operations Detail – FY23-24

PCBH Personnel				
Position Description	Location/Description	Annual Salary	Full-Time Equivalent	Total with Benefits
MHSA Coordinator	Quincy	85,503.18	1.00	121,861.24
Client Housing and Supports Case Manager	Greenville		1.00	
Wellness Center Supervising Site Coordinator	All	54,331.70	1.00	85,468.48
Wellness Center Site Coordinator	Quincy -	42,558.21	1.00	69,868.13
Wellness Center Site Coordinator	Portola	43,314.11	1.00	70,911.20
Wellness Center Site Coordinator	Chester	42,265.60	1.00	87,293.96
BH Client Support Services Tech	All	44,494.14	1.00	82,379.22
BH Client Support Services Tech	All	35,936.85	1.00	60,731.32
BH Management Analyst	Quincy	17,638.40	0.25	26,837.10
BH Information Systems Technician	Quincy	9,889.32	0.20	15,745.50
BH Clinical Records	Quincy	24,211.20	0.50	35,346.73
BH Administrative Assistant	Quincy	22,409.15	0.50	36,299.65
Case Management Specialist	Quincy	40,778.64	0.50	70,433.33
Case Management Specialist	Portola	30,586.40	0.50	47,454.25
Case Management Specialist	All	55,036.80	1.00	104,271.04
Case Management Specialist	Quincy	37,300.70	0.50	56,719.32
BH Therapist	Portola	33,166.75	0.50	56,257.68
BH Therapist	Chester	17,316.00	0.25	30,975.79
BH Therapist	Quincy	34,085.76	0.50	48,972.65
BH Therapist	Quincy	69,264.00	1.00	123,903.15
Additional Benefits, Overtime, & Retirement				30,000
Personnel Total		740,086.91		1,231,729.74
PCBH Operations				
Wellness Center Peer Advocates	All	\$100,000	3.50	\$100,000
TAY and Adult Work Crew	All	\$50,000	5.00	\$50,000
Client Resources	Bus passes, grocery cards, petty cash for purchases by CM, clothing vouchers, and client incentives			\$30,000
Client Water - 4 sites @ \$500/year				\$2,000
MHSA Advertising				\$8,000
MHSA Community Planning Process				\$50,000
PCBH Computers (laptops and desktops)				\$10,000

Furnishings/Improvements				\$5,000
Transportation (Fuel and maintenance)				\$18,500
Office Supplies/Equipment				\$20,000
Telecom Contribution to PC				\$40,000
Plumas County - Norcal Housing CoC - Participation fee and HMIS licensure fee				\$7,500
Behavioral Health Commission	Computers, meeting ads, annual meeting			\$4,000
PCBH Operations Total				\$345,000
PCBH Wellness Centers				
Wellness Center Rentals and Utilities				\$130,000
Wellness Integration and Peer Support Activities (stipends and events x 3 sites) – nutrition classes, finance and budgeting, smoking cessation, restorative yoga, music and art, walking group, etc.		\$10,000		\$30,000
Materials and Supplies x 3 sites		\$5,000		\$15,000
Office Supplies		\$5,000		\$15,000
Furnishings		\$2,000		\$6,000
Consumables Chester, Greenville, & Portola		\$5,000		\$15,000
Janitorial and other contracted services (snow removal, etc.)		\$2,000		\$6,000
Wellness Centers Total				\$217,000
Total MHSA Program Costs				\$1,793,730
Administrative Costs @ 10%				\$179,373
CSS PCBH Operations Total				\$1,973,103

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Prevention and Early Intervention (PEI) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	FISCAL YEAR 2023-24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs – Prevention and Early Intervention						
1. Veterans Services Outreach, Referral and Access to Care	50,000	50,000				
2. Plumas County Public Health Agency – Senior Connections	65,000	65,000				
3. PUSD – School-Based Mental Health Services and Multi-Tiered Systems of Support	251,932	251,932				
4. Roundhouse Council – Native Youth, Family, and Elders	50,000	50,000				
5. Plumas Rural Services – Visions Youth Prevention Program	18,882	18,882				
6. Suicide Prevention and Mental Health Awareness PCBH, FRC, PUSD	15,000	15,000				
7. Plumas Charter School	70,000	70,000				
8. Plumas Arts	25,000	25,000				
PEI Administration	54,581	54,581				
Total PEI Program Estimated	600,395	600,395				

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Innovation (INN) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2023-24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1.	0					
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Workforce Education and Training (WET) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2023-24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Behavioral Health Employee Loan Assumption Program	40,000	40,000				
2. Regional WET Partnership	14,737	14,737				
3. Relias Web-Based Training Program	12,000	12,000				
4. PCBH Clinical Training Priorities	17,720	17,720				
WET Administration	8,445	8,445				
Total WET Program Estimated Expenditures	92,902	92,902	0	0	0	0

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Capital Facilities and Technology Needs (CFTN)
Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2023-24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
	0					
	0					
Greenville Wellness Center Re-Build	0					
	0					
	0					
	0					
CFTN Programs - Technological Needs Projects						
	0					
	0					
Greenville Wellness Center Technology	0					
	0					
Public Wellness Center Computers	3500.00					
	0					
	0					
	0					
	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	3500.00	0	0	0	0	0

**FY 23-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Community Services and Supports (CSS) Component Worksheet**

C

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2024-25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
Full-Service Partnership Programs						
1. ENVIRONMENTAL ALTERNATIVES PLUMAS COMMONS	879,000	879,000				157,000
2. Motel Purchase for housing	800,000	800,000				
3. Environmental Alternatives – Housing Repairs and Maintenance	500,000	500,000				
4. PCBH Personnel and Operations for FSP Clients	978,647	978,647				
Non-FSP Programs (General Systems Development and Outreach and Engagement)						
1. PCBH PERSONNEL AND OPERATIONS	940,268	940,268				
2. Local Hospital Crisis Support	60,000	60,000				
3. TAY WORK PROGRAM	20,000	20,000				
4. ADULT WORK PROGRAM	30,000	30,000				
5. PEER EMPLOYEE SALARIES/BENEFITS	100,000	100,000				
6. WET FUNDS Transfer	84,457	84,457				
7. Vehicles	250,000	250,000				
Subtotal	1,984,725	1,984,725				157,000
CSS Administration	148,472	148,472				
CSS MHSA Housing Program Assigned Funds	3,157,647	3,157,647				
Total CSS Program Estimated Expenditures	4,642,372	4,642,372		0	0	157,000
FSP Programs as Percent of Total	64%					

Plumas County Behavioral Health Personnel and Operations Detail – FY24-25

**These costs could increase by up to 15% due to annual raises and increases in operating costs*

PCBH Personnel				
Position Description	Location/Description	Annual Salary	Full-Time Equivalent	Total with Benefits
MHSA Coordinator	Quincy	85,503.18	1.00	121,861.24
Client Housing and Supports Case Manager	Greenville		1.00	
Wellness Center Supervising Site Coordinator	All	54,331.70	1.00	85,468.48
Wellness Center Site Coordinator	Quincy -	42,558.21	1.00	69,868.13
Wellness Center Site Coordinator	Portola	43,314.11	1.00	70,911.20
Wellness Center Site Coordinator	Chester	42,265.60	1.00	87,293.96
BH Client Support Services Tech	All	44,494.14	1.00	82,379.22
BH Client Support Services Tech	All	35,936.85	1.00	60,731.32
BH Management Analyst	Quincy	17,638.40	0.25	26,837.10
BH Information Systems Technician	Quincy	9,889.32	0.20	15,745.50
BH Clinical Records	Quincy	24,211.20	0.50	35,346.73
BH Administrative Assistant	Quincy	22,409.15	0.50	36,299.65
Case Management Specialist	Quincy	40,778.64	0.50	70,433.33
Case Management Specialist	Portola	30,586.40	0.50	47,454.25
Case Management Specialist	All	55,036.80	1.00	104,271.04
Case Management Specialist	Quincy	37,300.70	0.50	56,719.32
BH Therapist	Portola	33,166.75	0.50	56,257.68
BH Therapist	Chester	17,316.00	0.25	30,975.79
BH Therapist	Quincy	34,085.76	0.50	48,972.65
BH Therapist	Quincy	69,264.00	1.00	123,903.15
Additional Benefits, Overtime, & Retirement				30,000
Personnel Total		740,086.91		1,231,729.74
PCBH Operations				
Wellness Center Peer Advocates	All	\$100,000	3.50	\$100,000
TAY and Adult Work Crew	All	\$50,000	5.00	\$50,000
Client Resources	Bus passes, grocery cards, petty cash for purchases by CM, clothing vouchers, and client incentives			\$30,000
Client Water - 4 sites @ \$500/year				\$2,000
MHSA Advertising				\$8,000
MHSA Community Planning Process				\$50,000
PCBH Computers (laptops and desktops)				\$10,000

Furnishings/Improvements				\$5,000
Transportation (Fuel and maintenance)				\$18,500
Office Supplies/Equipment				\$20,000
Telecom Contribution to PCBH				\$40,000
Tay/Adult Work Program Costs				\$150,000
Plumas County - Norcal Housing CoC - Participation fee and HMIS licensure fee				\$7,500
Behavioral Health Commission	Computers, meeting ads, annual meeting			\$4,000
PCBH Operations Total				\$345,000
PCBH Wellness Centers				
Wellness Center Rentals and Utilities				\$130,000
Wellness Integration and Peer Support Activities (stipends and events x 3 sites) – nutrition classes, finance and budgeting, smoking cessation, restorative yoga, music and art, walking group, etc.		\$10,000		\$30,000
Materials and Supplies x 3 sites		\$5,000		\$20,000
Office Supplies		\$5,000		\$20,000
Furnishings		\$, 2,000		\$6,000
Consumables Chester, Greenville, & Portola		\$5,000		\$15,000
Janitorial and other contracted services (snow removal, etc.)		\$2,000		\$6,000
Wellness Centers Total				\$217,000
Total MHSA Program Costs				\$1,793,730
Administrative Costs @ 10%				\$179,373
CSS PCBH Operations Total				\$1,973,103

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Prevention and Early Intervention (PEI) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	FISCAL YEAR 2024-25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs – Prevention and Early Intervention						
1. Veterans Services Outreach, Referral and Access to Care	95,000	95,000				
2. Plumas County Public Health Agency – Senior Connections	95,000	95,000				
3. PUSD – School-Based Mental Health Services and Multi-Tiered Systems of Support	251,932	251,932				
4. Roundhouse Council – Native Youth, Family, and Elders	95,000	95,000				
5. Plumas Rural Services – Visions Youth Prevention Program	30,000	30,000				
6. Suicide Prevention and Mental Health Awareness PCBH, FRC, PUSD	40,000	40,000				
7. Plumas Charter School	140,000	140,000				
8. Tai Chi	25,000	25,000				
PEI Administration	54,581	54,581				
Total PEI Program Estimated	826,513					

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Innovation (INN) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2024-25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Workforce Education and Training (WET) Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2024-25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Behavioral Health Employee Loan Assumption Program	40,000	40,000				
2. Regional WET Partnership	14,737	14,737				
3. Relias Web-Based Training Program	12,000	12,000				
4. PCBH Clinical Training Priorities	17,720	17,720				
WET Administration	8,445	8,445				
Total WET Program Estimated Expenditures	92,902	92,902	0	0	0	0

**FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act
Expenditure Plan Capital Facilities and Technology Needs (CFTN)
Component Worksheet**

County: **PLUMAS**

Date: **07/01/23**

	Fiscal Year 2024-25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects	0					
	0					
Greenville Wellness Center Re-Build	0					
	0					
	0					
	0					
	0					
	0					
CFTN Programs - Technological Needs Projects	0					
	0					
Greenville Wellness Center Technology	0					
	0					
	0					
Public Wellness Center Computers	3500.00					
	0					
	0					
	0					
	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	3500.00	0	0	0	0	0

APPENDICES
Plumas County Mental Health
Stakeholder Survey

Plumas County Mental Health is updating our Mental Health Services Act (MHSA) three-year plan. We are asking community agencies to provide us information on our existing services and to identify issues for children/youth and parents/families who need mental health services. Please indicate each issue as a concern or not by circling "Yes" or "No".

Children and Youth Issues

<i>Children/Youth</i>		
Sadness or depression	Yes	No
Suicide	Yes	No
Gets in fights/anger management	Yes	No
Being bullied	Yes	No
Social media problems	Yes	No
Lying	Yes	No
Following directions	Yes	No
Disrespectful/talks back	Yes	No
Poor grades	Yes	No
School attendance	Yes	No
Physical health problems	Yes	No
Stomachaches/headaches	Yes	No
Pregnancy	Yes	No
Involvement with the Court system	Yes	No
Stealing	Yes	No
Using drugs	Yes	No
Using alcohol	Yes	No
School violence	Yes	No
Family relationship	Yes	No
Participating in family activities	Yes	No
Other: _____		

Adult and/or Family Issues

Parent/Family		
Sadness or depression	Yes	No
Suicide	Yes	No
Homelessness	Yes	No
Living independently in community	Yes	No
Assistance with daily activities	Yes	No
Assistance managing medications	Yes	No
Employment	Yes	No
Education/training	Yes	No
Physical health problems	Yes	No
Crisis care hospitalizations	Yes	No
Family relationships	Yes	No
Domestic violence	Yes	No
Involvement with the Court system	Yes	No
Drug misuse	Yes	No
Alcohol misuse	Yes	No
Help getting benefits and services	Yes	No
Transportation	Yes	No
Availability of translation services Specify language: _____	Yes	No
Other: _____		

Additional comments or concerns:

Questions about Mental Health Services

1. What Mental Health services are you currently aware of being available in Plumas County? *(Please check all that apply.)*

- | | |
|--|--|
| <input type="checkbox"/> Individual Counseling | <input type="checkbox"/> Anger Management |
| <input type="checkbox"/> Group Counseling | <input type="checkbox"/> Couples Counseling |
| <input type="checkbox"/> Family Counseling | <input type="checkbox"/> Alcohol and Other Drug Counseling |
| <input type="checkbox"/> Case Management | <input type="checkbox"/> Psychiatric Medication Management |
| <input type="checkbox"/> Other <i>Specify</i>): _____ | |

☐ I am not aware of any Mental Health services in Plumas County.

2. Are there other Mental Health services needed in Plumas County? *(Please check all that apply.)*

- | | |
|--|--|
| <input type="checkbox"/> Individual Counseling | <input type="checkbox"/> Anger Management |
| <input type="checkbox"/> Group Counseling | <input type="checkbox"/> Couples Counseling |
| <input type="checkbox"/> Family Counseling | <input type="checkbox"/> Alcohol and Other Drug Counseling |
| <input type="checkbox"/> Case Management | <input type="checkbox"/> Psychiatric Medication Management |
| <input type="checkbox"/> Services available in another language <i>(Specify)</i> : _____ | <input type="checkbox"/> Other <i>(Specify)</i> : _____ |

Please tell us a little about yourself:

Stakeholder agency/organization you are affiliated with:		
Job function within agency/organization you are affiliated with:		
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	Race/Ethnicity: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Hispanic <input type="checkbox"/> Black/African American </div> <div> <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Other: _____ </div> </div>	

Please return your completed survey by **February 17th** to:

MHSA - Plumas County Mental Health

270 County Hospital Rd #109

Quincy, CA 95971

Questions? Please call us: (530) 283-6307 ext 1200

Thank you for your participation!

Mental Health Services Act Join Us for a Community Meeting!

Learn how the Mental Health Services Act (MHSA) funding and programs benefit our communities.

Share your ideas with Behavioral Health staff on how we can improve community mental health programming.

Who: Behavioral Health clients & their family members and Plumas County residents (all MHSA stakeholders)

Why: Plumas County Behavioral Health would like your feedback and input. Your feedback is important and appreciated!

**Where and When:
Chester, Greenville, Quincy, and Portola Communities**

**Please Join us online:
Monday, April 22nd, 2024 10:00am**

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjcwYWYwMjAtNzk2YS00ZDFhLTkxODAtZTAwMjQxMzlkNzM1%40thread.v2/0?context=%7b%22Tid%22%3a%22e891a1de-5579-4a76-9478-a11eae388174%22%2c%22Oid%22%3a%222074979d-8df6-447c-9941-f5c072b731d2%22%7d

or Thursday, April 25th, 2024 1:00pm

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGY3NTM4ZTMtMmNINS00MmUzLTlhNGltNTE0ZmFjODg4NjVI%40thread.v2/0?context=%7b%22Tid%22%3a%22e891a1de-5579-4a76-9478-a11eae388174%22%2c%22Oid%22%3a%222074979d-8df6-447c-9941-f5c072b731d2%22%7d

**Questions? Please contact: Kristy Pierson, Plumas County
MHSA Coordinator, at (530) 283-6307, ext. 7011200
or kpierson@pcbh.services**

Plumas County Behavioral Health

Invites you to attend

The Quarterly MHSA and Cultural Competency Meetings

Your input is important!

Please join us on:

March 14, 2024 10:00 a.m.

June 13, 2024 10:00 a.m.

September 12, 2024 10:00 a.m.

December 12, 2024 10:00 a.m.

Please contact Kristy Pierson at kpierson@pcbh.services for the link to this meeting. You can also attend the meeting from your local Wellness Center.

These meetings will focus on discussions related to the Mental Health Services Act (MHSA) funding and available services, along with cultural competency discussions for appropriate and positive service delivery.

MENTAL HEALTH SERVICES ACT

PRUDENT RESERVE ASSESSMENT/REASSESSMENT

County/City: Plumas

Fiscal Year: 23/24

Local Mental Health Director

Name: Sharon Sousa

Telephone: 530-283-6307

Email: ssousa@pcbh-services

I hereby certify¹ under penalty of perjury, under the laws of the State of California, that the Prudent Reserve assessment/reassessment is accurate to the best of my knowledge and was completed in accordance with California Code of Regulations, Title 9, section 3420.20 (b).

SHARON R. SOUSA Sharon R. Sousa, CMPT 08/15/2024
Local Mental Health Director (PRINT NAME) Signature Date

¹ Welfare and Institutions Code section 5892 (b)(2)
DHCS 1819 (02/19)



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Corning Ford, Inc., to provide general automotive repairs and services on an as-needed basis; effective September 22, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Corning Ford, Inc., to provide general automotive repairs and services on an as-needed basis; effective September 22, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide the Sheriff's Office with general automotive repairs and services on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Corning Ford, Inc., to provide general automotive repairs and services on an as-needed basis; effective September 22, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget (various budgets)

Attachments:

1. Corning Ford

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Corning Ford, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00).
3. Term. The term of this agreement shall be from September 22, 2024, through September 21, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from September 22, 2024 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

Corning Ford
2280 Short Drive
Corning, CA 96021
Attention: Brad Norwood

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Corning Ford, Inc., a California Corporation

By: _____
Name: Paul Sutfin
Title: CFO
Date signed:

By: _____
Name: Benny Brown
Title: CEO
Date signed:

COUNTY:

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

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

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

ATTEST:

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

Approved as to form:

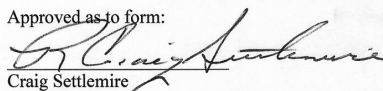

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Transmission repairs and replacements
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$140 per hour.
2. All store parts shall be provided at list price minus twenty percent (20%).
3. All dealership parts shall be provided at list price minus twenty percent (20%).
4. County shall pay actual shipping charges for parts.
5. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
6. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc. to provide general automotive repairs and maintenance on an as-needed basis; effective October 1, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc., to provide general automotive repairs and maintenance on an as-needed basis; effective October 1, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide the Sheriff's Office with general automotive repairs and maintenance on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc., to provide general automotive repairs and maintenance on an as-needed basis; effective October 1, 2024; not to exceed \$40,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget (various budgets).

Attachments:

1. DeMartile Automotive

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and DeMartile Automotive, Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00).
3. Term. The term of this agreement shall be from October 1, 2024, through September 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

DeMartile Automotive, Inc.
200 E. Main Street
Quincy, CA 95971
Attention: Kathy DeMartile

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

DeMartile Automotive, Inc., a California Corporation

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

By: _____
Name: Kathy DeMartile
Title: CFO
Date signed:

COUNTY:

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

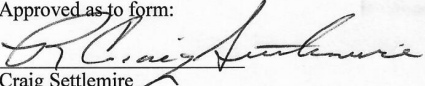
By: _____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil, and filter changes (LOF)
 - b. Vehicle inspection
 - c. Tire rotation
 - d. Mounting and balancing of tires
 - e. Sale and installation of tires
 - f. Engine repair and replacement
 - g. Drivetrain repair and replacement
 - h. Diagnostics, including drivability and mechanical repairs
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$120.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this agreement which have been completed to County's sole satisfaction.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: October 8, 2024

SUBJECT: Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.

Recommendation:

Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester.

Background and Discussion:

Resolution allows Facility Services & Airports to secure a CA DOT Aeronautical Division Matching Grant to help offset the cost to county Airports for FAA AIP 3-06-0040-028-2024. The FAA provides 90% of the funding for this project and this state matching grant will match 5% of the amount of funding being provided by the FAA.

Action:

Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Rogers Field in Chester.

Fiscal Impact:

No General Fund Impact. This project is funded entirely by Airport Revenue. Funds have been budgeted and allocated for this project in FY24/25 under the Airports Capital Improvement budget department 20892, account 541617.

Attachments:

1. Rogers Field state aid resolution - AIP 0040-028

RESOLUTION NO.24-_____

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND
EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

WHEREAS, the County of Plumas and the Federal Aviation Administration are parties to federal AIP grant 3-06-0040-028-2024 to update the Airport Master Plan [Airport Layout Plan (ALP)] Narrative Report with Updated ALP Drawing Set and Aeronautical Survey with Obstruction Mitigation Plan at the Rogers Field; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

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

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Plumas does hereby authorize the Director of Facility Services & Airports to sign any documents required to apply for and accept these subject funds on behalf of the County of Plumas.

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 8th day of October 2024, and the resolution was duly adopted at said meeting by the following vote:

AYES:_____

NOES:_____

ABSENT_____

ABSTAIN_____

Greg Hagwood
Board Chair
Plumas County Board of Supervisors

ATTEST:_____
Allen Hiskey
Clerk of the Board
County of Plumas, State of California

Approved as to form:


Joshua Hagemel, Attorney
County Counsel's Office



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: October 8, 2024

SUBJECT: Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy; (No General Fund Impact) Revenue funds received from state matching grant will help to offset expenses for project from Airport Capital Improvement budget; approved as to form by County Counsel.

Recommendation:

Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy.

Background and Discussion:

Resolution allows Facility Services & Airports to secure a CA DOT Aeronautical Division Matching Grant to help offset the cost to county Airports for FAA AIP 3-06-0191-022-2024. The FAA provides 90% of the funding for this project and this state matching grant will match 5% of the amount of funding being provided by the FAA.

Action:

Adopt RESOLUTION to (1) file application for a state AIP matching grant; (2) accept the allocation of state AIP matching funds; (3) execute AIP matching grant agreement for update of Airport Layout Plan and Aeronautical Survey with Obstruction Mitigation Plan at Gansner Airport in Quincy.

Fiscal Impact:

No General Fund Impact. This project is funded entirely by Airport Revenue. Funds have been budgeted and allocated for this project in FY24/25 under the Airports Capital Improvement budget department 20892, account 541614.

Attachments:

1. Gansner Airport state aid resolution - AIP 0191-022

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND
EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.**

WHEREAS, the County of Plumas and the Federal Aviation Administration are parties to federal AIP grant 3-06-0191-022-2024 to update the Airport Master Plan [Airport Layout Plan (ALP)] Narrative Report with Updated ALP Drawing Set and Aeronautical Survey with Obstruction Mitigation Plan at the Gansner Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

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

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Plumas does hereby authorize the Director of Facility Services & Airports to sign any documents required to apply for and accept these subject funds on behalf of the County of Plumas.

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 8th day of October 2024, and the resolution was duly adopted at said meeting by the following vote:

AYES: _____

NOES: _____

ABSENT _____

ABSTAIN _____

Greg Hagwood
Board Chair
Plumas County Board of Supervisors

ATTEST: _____
Allen Hiskey
Clerk of the Board
County of Plumas, State of California

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nicole Reinert, Director of Public Health

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant, 1 full-time, 1.0 FTE Community Outreach Coordinator position; (No General Fund Impact) (TURP).

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) full-time, 1.0 FTE Community Outreach Coordinator position.

Background and Discussion:

Effective September 20, 2024, one (1) Community Outreach Coordinator resigned from the Public Health Agency. The Department is requesting to fill this vacancy.

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

Action:

Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant, 1 full-time, 1.0 FTE Community Outreach Coordinator position; (No General Fund Impact) (TURP).

Fiscal Impact:

(No General Fund Impact) (TURP)

Attachments:

1. Critical Staffing Request COC 9_26_24
2. 2-Health Education & Outreach
3. Community Outreach Coordinator

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Community Outreach Coordinator
– Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
The Community Outreach Coordinator employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 09/26/2024
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 24/25 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

Health Education

Director

Assistant Director

Program Chief

Health Education Coordinator II

Health Education Coordinator II

Health Education Specialist

Community Outreach Coordinator

Community Outreach Coordinator

Health Education Specialist

Health Education Specialist

Health Education Specialist

Community Outreach Coordinator

Health Education Specialist

Health Education Specialist

Community Outreach Coordinator

9/26/2023

COMMUNITY OUTREACH COORDINATOR

DEFINITION

Under general direction, to plan, coordinate, and promote various County programs on a county wide or regional basis; to increase and maintain membership in community coalitions; to assist in providing educational services and presentations to the community; to prepare, review and distribute educational materials; to prepare and distribute informational flyers, posters, advertisements and other public relations materials; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification for the position, which has responsibility for planning, coordinating and promoting diverse County Programs. This position develops, coordinating and promotes the program, assists in the educational and public relations components of the program, program and prevention services, and assists in the maintenance of the financial and administrative records of the organization.

REPORTS TO

A wide variety of County management positions depending on the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide direction and coordination for community volunteers and special events.

COMMUNITY OUTREACH COORDINATOR – 2

EXAMPLES OF DUTIES

- Plans, develops, and coordinates community outreach activities for a variety of programs, such as, Tobacco Use Prevention Education, HIV Prevention Community Planning and Education, the Plumas Children's Network, the Drinking Drivers Program, Friday Night Live, Alcohol and Drug Prevention Program, Statutory Rape Vertical Prosecution Project, Child Support Customer Service Initiative Program, including Ombudsperson services.
- Schedules and promotes meetings, focus groups, special events, community forums, youth groups.
- Assists in providing educational services and presentations to the community; prepares reviews and distributes educational materials.
- Prepares and distributes informational flyers, posters, advertisements and other public relation materials.
- Promotes and encourages participation in programs by businesses, community groups, families, organizations, governmental agencies, churches and services groups.
- Develops and maintains resources, such as, books, videos, printed materials and other media and makes them available for use by the general public.
- Reviews and resolves service delivery problems or issues.
- Provides technical assistance and support for group meetings and public forums.
- Serves as liaison with grant funders and facilities evaluation.
- Secures sponsorships, donations and in-kind contributions for the programs.
- Performs a variety of office support duties.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX; lift and carry health education materials, such as, boxes, displays and cases, easels, costume crates, instructive models, ect.; set up displays, booths, tables and chairs weighing up to 30 pounds.

TYPICAL WORKING CONDITIONS

Work is usually performed in the community or regional setting and in an office environment; may occasionally work outdoors, continuous contact with staff, public and staff related local and state agencies.

COMMUNITY OUTREACH COORDINATOR – 3

KNOWLEDGE OF

- Principles of community organization, community based programs and agency coordination.
- Principles of educational outreach.
- Principles and practices of public relations, including program promotion and media campaigns.
- Grant management and monitoring methods and procedures.
- Modern office procedures, including preparation of minutes, agenda, mailing lists, and desktop publishing.
- Principles and methods of financial record keeping and reporting.

ABILITY TO

- Perform a variety of program development, agency coordination, community event, educational presentation and promotional activities.
- Develop and disperse and present educational and training information.
- Properly monitor grants.
- Communicate effectively orally and in writing.
- Follow oral and written instructions,
- Prepare, maintain, organize, and analyze a variety of information and data.
- Develop reports.
- Compile and prepare reports.
- Maintain confidentiality of information as warranted.
- Survey and/or interview a variety of people.
- Effectively represent the Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with clients, customers, patients and others.

COMMUNITY OUTREACH COORDINATOR – 4

TRAINING AND EXPERIENCE

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Three (3) years of increasingly responsible experience in community organization, outreach, program administration/planning, public relations, agency coordination and office management.

Completion of an Associate Arts degree (AA) in public relations, community organization, human services, business administration, public administration or related field is desirable.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nicole Reinert, Director of Public Health

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and American Valley Community Services District to collect wastewater specimens for communicable disease surveillance; effective July 1, 2024; not to exceed \$5,000.00; (No General Fund Impact) (ELC3); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign a contract with American Valley Community Services District in the amount not to exceed \$5,000.00.

Background and Discussion:

American Valley Community Services District will collect a wastewater specimen for communicable disease surveillance, package the specimen, and utilize the Fed Ex platform to schedule pick-ups at their facility twice a week.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and American Valley Community Services District to collect wastewater specimens for communicable disease surveillance; effective July 1, 2024; not to exceed \$5,000.00; (No General Fund Impact) (ELC3); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) ELC3

Attachments:

1. ELC32425AVCSD

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and American Valley Community Services District a California Special District (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

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

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Director

Contractor:

American Valley Community Services District
900 Spanish Creek Rd.
Quincy, CA 95971
Attention: Katie Nunn, General Manager

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

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

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS ____

ELC32425AVCSD

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

CONTRACTOR:

American Valley Community Services District,
a California Special District

By: Bill Martin

Bill Martin

President of the Board

Date signed:

COUNTY:

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

By: Nicole Reinert

Nicole Reinert

Director of Public Health

Date signed:

By: _____

Greg Hagwood, Chair

Board of Supervisors

Date signed:

ATTEST:

By: _____

Allen Hiskey, Clerk

Board of Supervisors

Date signed:

Approved as to form:

Craig Settemire

Craig Settemire

Counsel

____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

AVCSD deliverables/scope of work: At least twice a week (unless out of their control issues) collect a wastewater specimen for communicable disease surveillance, package the specimen, utilize the Fed Ex platform to schedule pick-up and print label, and have Fed Ex pick-up package at AVCSD. Communicate with state lab when in need of packaging or any other need for which PCPHA is unable to assist regarding wastewater.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

ELC32425AVCSD

EXHIBIT B

Fee Schedule

For services satisfactorily rendered and upon receipt and approval of the invoice(s), the County of Plumas Public Health Agency agrees to compensate the Contractor the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per quarter. The total amount of this contract shall not exceed Five Thousand Dollars (\$5,000.00)

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS ____



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to sign Agreement between Plumas County Public Works and Vestra Resources, Inc. for storm water monitoring services; effective October 8, 2024; not to exceed \$31,076.00; No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommend that the Board vote to authorize the Chair to sign the attached agreement, approved as to form by County Counsel. Not to exceed \$31,076.00.

Background and Discussion:

In March of 2022, Public Works entered a three-year contract with Vestra Resources for various storm water monitoring and reporting duties at Plumas County's Solid Waste Facilities. After this contract expired in June of 2024, Public Works and Vestra staff agreed to move forward with a new three-year contract to cover storm water monitoring tasks. The attached contract, approved as to form by County Counsel, establishes a three-year services agreement with Vestra Resources, not to exceed \$31,076.00. The source of funding for this contract is the Solid Waste Fund and does not involve Plumas County General Fund.

Action:

Approve and authorize Chair to sign Agreement between Plumas County Public Works and Vestra Resources, Inc. for storm water monitoring services; effective October 8, 2024; not to exceed \$31,076.00; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Agreement SW & Vestra

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **DEPARTMENT OF PUBLIC WORKS** (hereinafter referred to as “**County**”), and VESTRA RESOURCES, INC., a California Corporation (hereinafter referred to as “**Contractor**”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-One Thousand Seventy-Six Dollars (\$31,076.00).
3. Term. The term of this agreement shall be from October 8, 2024, through December 31, 2027, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971

Attention: Robert Thorman, P.E., Acting Director of Public Works; Sean Graham, solid Waste Program Manager

Contractor:

Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA, 96002
Attention: Wendy Johnston, P.E., Vice President

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

Vestra Resource, 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


CONCURRENCE

By: _____
Greg Hagwood
Director of Public Works
Date signed:

ATTEST

By: _____
Allen Hiskey
Clerk of the Board of Supervisor
Date Signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Exhibit "A"
SCOPE OF WORK
STORMWATER COMPLIANCE, SAMPLING, AND REPORTING
2025-2027 SCOPE OF WORK
CHESTER LANDFILL

SCOPE OF WORK

Task 1 Stormwater Sampling and Monitoring Support/Years 1-3

The *General Permit for Stormwater Discharges Associated with Industrial Activities* (Order 2014-0057-DWQ, as amended in 2015 and 2018) or IGP requires that the site operator sample a minimum of four storm events per year for the constituents applicable to the SIC code for the operation. Two sampling events must be performed from July 1 to December 31 and two sampling events from January 1 to June 30.

There are two stormwater discharge locations onsite. Discharge Point D-1 is located at the northwestern corner of the landfill. Since monitoring began in late 2015, this point has not discharged, even during heavy rain and snowmelt events. Discharge Point D-2 is located south of the entrance gate and captures drainage from approximately 75 percent of the site. This point has discharged during higher-intensity rain or snowmelt events.

The landfill is required to analyze samples for total suspended solids (fSS), oil and grease (O&G), pH, iron, and hardness. The annual laboratory costs to collect up to 5 samples each year is included in Table 1. To account for site visits where discharge sufficient to produce a representative sample has not occurred, we anticipate five site visits per year. Four of these would involve sample collection while the fifth is a contingency in case no discharge occurs.

Table 1					
ANNUAL LABORATORY ANALYTICAL COSTS					
Analyte	Method	Sample Matrix	Unit Cost	Number of Samples*	Total Cost
Oil and Grease	EPA 1664A	Water	\$85.00	5	\$425.00
Total Dissolved Solids	SM 2540C	Water	\$45.00	5	\$225.00
Total Iron	EPA 6010B	Water	\$35.00	5	\$175.00
Hardness	SM2340C	Water	\$35.00	5	\$175.00
pH	Field	Water	\$40.00	5	\$200.00
Total Analytical Cost Per Sample**			\$264.00	5	\$1,320.00
Notes: *Assumes one discharge from D-1 and four from D-2 **Analytical costs include a standard 10 percent markup					

It should be noted that active landfills where stormwater contacts waste material are subject to additional effluent limitation guidelines (40 CFR 445) which require the analysis of additional constituents beyond those specified by the facility's SIC code. These are biochemical oxygen demand, ammonia, phenols (terpinol, p-cresol, phenol) and benzoic acid. Because the active face of

the landfill has been covered during the wet season, stormwater samples collected at the landfill have not been analyzed for these constituents. In the event the active face of the landfill is not covered during a storm event or equipment that has been in contact with the waste is exposed to stormwater, analysis of these constituents is required. Analysis is also required if comingling of wastewater (eachate) and stormwater is observed. A contract addendum can be prepared for the additional sampling costs if such conditions occur.

The cost estimate for this task includes completion of pre-winter and sampling observation forms. It is anticipated that County Local Enforcement Agency staff can complete the monthly observation forms concurrent with the monthly program inspections.

Task 2 Sample Reporting and Annual Reporting/Years 1-3

Sample results are required to be uploaded to the State Water Board SMARTS website. An annual report must also be completed and submitted via SMARTS for each water year. We estimate the cost of completing this task at \$1,050 annually.

Task 3 Temporary Suspension of Industrial Activities (Optional)

The landfill is not operational during most of the wet season with exception of emergencies. The IGP allows facilities that plan to temporarily suspend industrial activities for ten (10) or more consecutive calendar days during a reporting year to also suspend monitoring (sampling and monthly inspections) during that time if the facility has been stabilized. With approval from the Regional Board, monthly visual observations and sampling and analysis are not required when industrial activities are suspended since the facility is remotely located. This would reduce the monitoring and sampling required at the site, reducing the costs associated with Task 1. However, if stormwater discharges occur when the site is operational, samples will still need to be collected during those times.

To qualify for the Temporary Suspension, the following must be uploaded to SMARTS seven calendar days prior to the planned temporary suspension of industrial activities:

- a. SWPPP revisions specifically addressing the facility stabilization BMPs;
- b. The justification for why monitoring is infeasible at the facility during the period of temporary suspension of industrial activities;
- c. The date the facility is fully stabilized for temporary suspension of industrial activities; and,
- d. The projected date that industrial activities will resume at the facility.

Upon resumption of industrial activities at the facility, the Discharger shall, via SMARTS, confirm and/or update the date the facility's industrial activities have resumed.

The cost estimate for this task includes update of the SWPPP to include facility stabilization BMPs to be implemented when industrial activities are suspended and the required SMARTS notifications prior to suspension of activities and upon resumption of industrial activities at the facility each year.

Task 4 Level 2 ERA Technical Report Update (Optional)

The Chester Landfill entered Level 2 status for iron following the 2017-2018 reporting year. A Level 2 Exceedance Response Action (ERA) Technical Report was submitted in June 2020 as required under the IGP. This included an industrial activity BMPs demonstration and a non-industrial pollution source demonstration. The former was completed successfully; however, the latter could not be performed since no additional stormwater samples or supplemental samples have been collected due to lack of runoff or site accessibility.

Although not required, the Level 2 Technical Report can be updated with a non-industrial pollutant source demonstration if supplemental samples of stormwater run-on as well as soil from the site are collected and analyzed for iron. The Level 2 ERA Technical Report will be updated if the demonstration shows iron exceedances at the site are due solely from non-industrial sources (surrounding soils). The cost estimate for these tasks includes the analytical costs for 3 stormwater run-on samples and 3 soil samples and the cost required to update the Level 2 ERA Technical Report. The cost estimate for this task assumes supplemental samples will be collected during site visits to collect stormwater samples conducted under Task 1 and that an additional site visit is not required for this task.

Table 2 ANALYTICAL COSTS NON-INDUSTRIAL SOURCE DETERMINATION					
Analyte	Method	Sample Matrix	Unit Cost	Approximate Number of Samples*	Total Cost
Total Iron	EPA 6010B	Water/Soil	\$35.00	6	\$210.00
Total Analytical Cost**					\$231.00
Notes: *Assumes three soil samples and three run-on water samples ** Analytical costs include a standard 10 percent markup					

Task 4 Project Management/Years 1-3

Project management is invoiced at 10 percent of total cost and includes day-to-day activities associated with the project.

Exhibit "B"
COST ESTIMATE
STORMWATER COMPLIANCE, SAMPLING, AND REPORTING
2025-2027 SCOPE OF WORK
CHESTER LANDFILL

The estimated costs to complete the work in Exhibit "A" are summarized in Table 2.

Table 2			
COST ESTIMATE			
Years	Task No.	Description	Estimated Cost
1-3	1	Stormwater Sampling and Monitoring Support ¹	56,840.00
1-3	2	Sample Reporting and Annual Reporting	51,050.00
1	3	Temporary Suspension of Industrial Activities (Optional)	\$750.00
1-3		SWPPP Update with Stabilization BMPs ² Annual Notifications to Water Board	\$300.00
1	4	Level 2 ERA Technical Report Update ² (Optional)	53,000.00
1-3	4	Project Management	\$819.00-\$1,187.00
Total Estimated Costs by Year*			
Year 1	FY 2024-2025		\$13,058.00
Year 2	FY 2025-2026		\$9,009.00
Year 3	FY 2026-2027		\$9,009.00
Total Not-to-Exceed Amount for Term of Allcment			\$31,076.00
Notes: ¹ County can complete. This cost assumes VESTRA collects four samples/year and handles the analytical cost via subcontracted laboratory If the County wishes to assign sample collection to County staff and handle the analytical, the task can be removed from the cost table ² Only in Year 1 *Fiscal Year costs provided are not to be exceeded			

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2024 Rate Schedule (Exhibit "C"). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

Exhibit "C"
RATE SCHEDULE
STORMWATER COMPLIANCE, SAMPLING, AND REPORTING
2025-2027 SCOPE OF WORK
CHESTER LANDFILL

t TRA

2024 VESTRA RATE SCHEDULE	
Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$110.00 - \$130.00
Regulatory Compliance Specialist	\$110.00 - \$130.00
Environmental GIS Analyst	\$110.00 - \$130.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$110.00 - \$130.00
Associate Hydrologist	\$110.00 - \$130.00
Regulatory Biologist	\$105.00 - \$120.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$105.00 - \$150.00
Senior Regulatory Compliance Specialist	\$140.00 - \$180.00
Professional Geologist	\$140.00 - \$200.00
Professional Hydrologist	\$140.00 - \$200.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$230.00
Senior Consultant	\$165.00 - \$230.00
Principal Consultant	\$165.00 - \$230.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$105.00 - \$150.00
Professional Land Surveyor	\$150.00 - \$180.00
Senior Engineer	\$160.00 - \$230.00
Survey Crew	\$190.00 - \$230.00
GPSSurvey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$100.00
Equipment Classification Rates	
Small Format Color Printer - Color Copies	\$1.00/copy
Small Format Color Printer - Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Per Diem/Travel Expenses*	
Vehicle Mileage*	\$0.67 - \$0.77

* **Travel Expenses:** Billed as direct reimbursement plus 15% or the Federal Per Diem rate as required by contract .

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 ¾% per month (21% per annum) finance charge will be added to any balance 30 days past due.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: October 8, 2024
SUBJECT: Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

Recommendation:

Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

Background and Discussion:

Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

Action:

Approve and authorize Chair to sign a letter to the Department of Transportation (Cal Trans) for an encroachment permit for the Annual Chester High School Homecoming Parade, Friday, October 11, 2024.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Chester Jr. Sr. High School Homecoming- BOS LETTER 2024
2. Map of 2024 Parade Route

BOARD OF SUPERVISORS

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



October 8, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Chester Jr. Sr. High School
18th Annual Homecoming Parade
10:20 A.M. – 11:30 A.M., on October 11, 2024
Chester, California

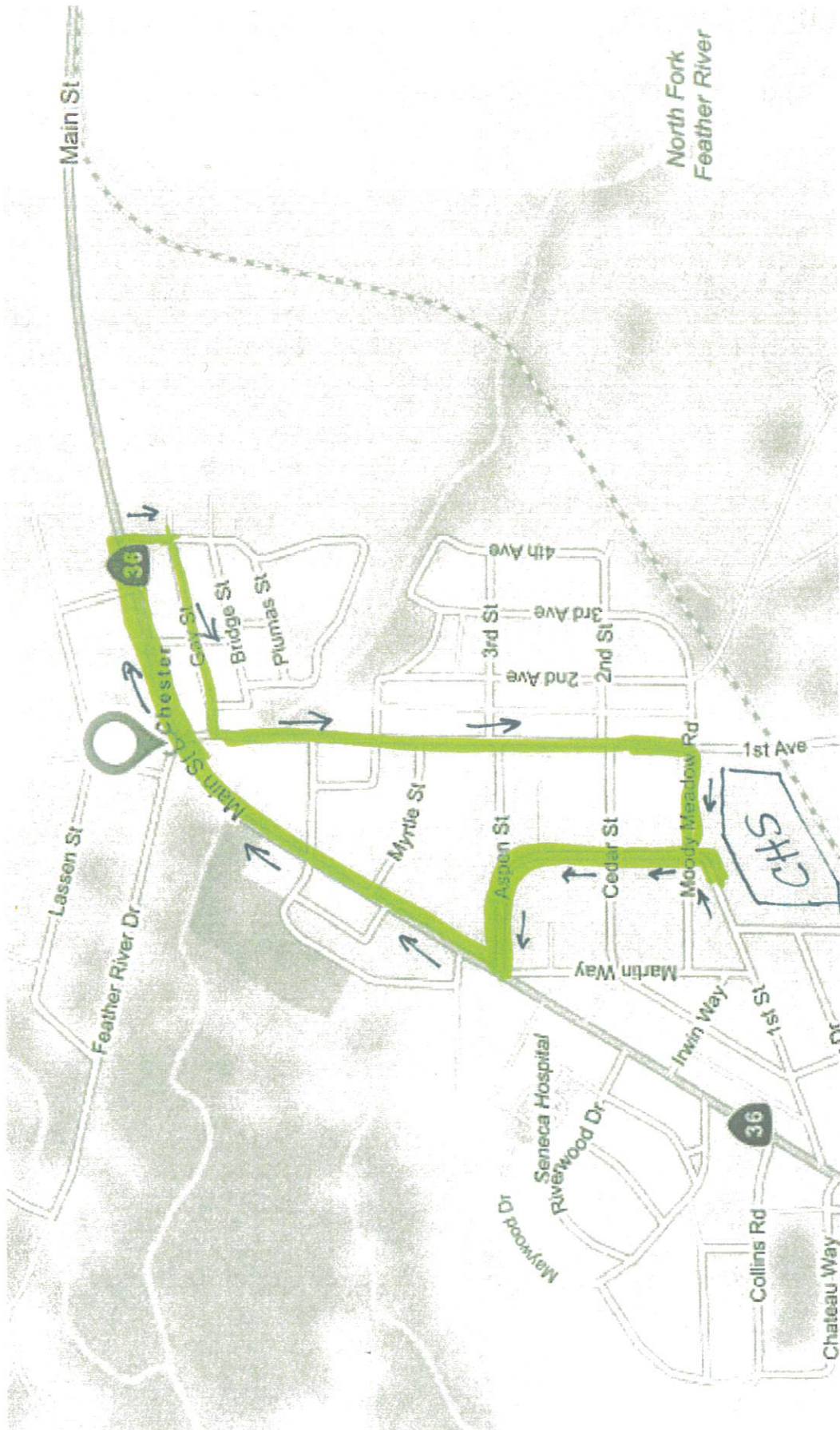
This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Greg Hagwood, Chair

Cc: Plumas County Director of Public Works

CHS Homecoming Parade Route





**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jennifer Langston, Chief Code Enforcement Officer

MEETING DATE: October 8, 2024

SUBJECT: Authorize Chair to sign a letter to the State Department of Housing and Community Development (HCD) regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; discussion and possible action.

Recommendation:

Authorize Chair to sign a letter to the State Department of Housing and Community Development (HCD) regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; discussion and possible action.

Background and Discussion:

The park has a recent history of being a source of compliance issues in the form of blight, hazardous housing conditions, high frequency of calls to the Plumas County Sheriff's Office, and a potential hazard to the community as a whole due to conditions that have been allowed to continue.

Bennett's Trailer Park has been on HCD suspension since March 26, 2024, and the owner has shown no improvement in correcting the issues that have been documented in numerous HCD inspection reports.

The County understands from reading the March 26, 2024, HCD Notice of Suspension that while under suspension, the owners cannot "...operate, occupy, rent, lease, sublease, demand or collect rent, or hire us for occupancy, any lot within the Mobile home Park..." and that, "Because the park no longer has a valid Permit to operate..."

Action:

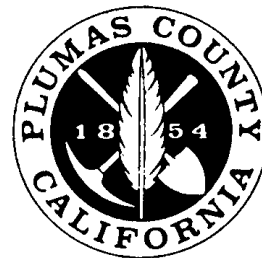
Authorize Chair to sign a letter to HUD regarding the Bennett Trailer Park located on Bell Lane, Quincy, CA; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Bennett Trailer Park Letter 100824



BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN DISTRICT 1

KEVIN GOSS, DISTRICT 2

TOM MCGOWAN, DISTRICT 3

GREG HAGWOOD, CHAIRMAN DISTRICT 4

JEFF ENGEL, DISTRICT 5

Date: October 8, 2024

State Department of Housing and Community and Development (HCD)
9342 Tech Center Drive
Rancho Cordova, CA 95826
Attn: Michael Barberi, Codes and Standards Administrator II

Subject: Bennetts Trailer Park, 371 381 389 Bell Lane, Quincy, CA 95971
FAC. ID#: 32-0098-MP

Mr. Barberi,

This letter is to request that HCD take the necessary actions to once and for all abate all the hazards within the Bennetts Trailer Park (Bennetts TP 32-0098-MP).

The park has a recent history of being a source of compliance issues in the forms of blight, hazardous housing conditions, high frequency of calls to the Plumas County Sheriff's Office, and a potential hazard to the community as a whole due to the condition that have been allowed to continue.

The Bennetts Trailer Park has been on HCD suspension since March 26, 2024, and the owner has shown no improvement in correcting the issues that have been documented in numerous HCD inspection reports.

The County understands from reading the March 26, 2024, HCD Notice of Suspension that while under suspension, the owners cannot "...operate, occupy, rent, lease, sublease, demand or collect rent, or hire our for occupancy, any lot within the Mobile home Park..." and that, "Because the park no longer has a valid Permit to operate..." It was confirmed by locating and contacting tenants who reside at the park post-suspension on June 4, 2024; at least two families live within the trailer park.

One couple divulged they were living in the singlewide mobile home #371 within the property but due to the power being turned off by the property owner, Sheridan Bennett, they are now living in an RV parked within the trailer park and running a generator for power. The second individuals we talked to reside the doublewide mobile home #389. This Mobile home had its windows and doors boarded up and portions of the home is missing siding and insulation.

The man stated they have power supplied by the adjoining mobile home (#381). Neither of these tenants pay rent to live within the trailer park.

Further, the County currently has knowledge that there is one other person living within the mobile home park, who was currently out of town. It is unknown if this person is paying rent, however she did have power to her singlewide mobile home (#381) as the porch light was on when we were on site talking with the park tenants.

Along with the numerous inoperable vehicles to include RV's which people are living in or were living in, there are mounds of solid waste to include refrigerators throughout the park. We also located electrical meter boxes, two of which were live. There were live electrical exposed wires leading into the mobile homes and extension cords supplying power to the residents throughout the trailer park.

A search of the Plumas County tax records shows this property has been in tax default since June 30, 2017, with a note of "power to sell, can't open pay plan" and a total default amount as of as of June 30, 2024, of \$32,766.65.

The HCD Notice of Suspension is no longer posted on the property. This further illustrates that the owner has no intention of ever coming into full compliance. It must be stated that the owners have been given numerous opportunities from the state throughout the last year to correct the violations and have either partly complied or have blatantly disregarded their responsibility to take action to correct the violations.

The County requests that HCD take a swift sweeping action in this matter to move the Bennetts Trailer Park 32-0098-MP license status from suspended to revoked so that the park can be abated.

The County does not want to be put into the position of having to take further action with HCD to get what has been a continual hazard to our community resolved, but if immediate action is not taken by HCD, the County will explore all its options.

Kind regards,

Chair, Plumas County Board of Supervisors

Plumas County Chief Code Enforcement Officer



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: October 8, 2024

SUBJECT: **PUBLIC HEARING: Adopt a Resolution amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote.**

Recommendation:

The Director of Public Works respectfully requests that the Board of Supervisors adopt the attached Resolution, amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees.

Background and Discussion:

The Department of Public Works is proposing an amendment of its fee schedule to reflect increases in staff hourly rates. In addition, the Commercial Green Waste Disposal Fee is being removed as this service is no longer needed as the Green Waste Disposal Program is offered during a set time period every year.

The attached Resolution sets forth the recommended fees for performing these services. Exhibit 1 is a list of the various application fees with a description of the issues subject to review by the Public Works Department.

Exhibit 2 lists the proposed development review, encroachment, transportation, and disposal fees and indicates the previous fee amount. Exhibit 3 is the backup material which details the methodology for establishment of the fees.

County Counsel has reviewed and approved the fee methodology and the Resolution as to form.

Notice of the public hearing pertaining to amendment of the Plumas County Master Fee Schedule has been satisfied with the publication of a Notice of Public Hearing (Exhibit 4) in the The Mountain Messenger.

Action:

PUBLIC HEARING: Adopt a Resolution amending the Master Fee Schedule to revise existing Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund impact.

Attachments:

1. PCPW Fee Amendment Resolution CC Approved
2. Exhibits 1 through 4

RESOLUTION NO. 24-_____

**RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO AMEND
EXISTING PUBLIC WORKS DEPARTMENT FEES FOR VARIOUS ENTITLEMENTS
AND SERVICES.**

WHEREAS, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments, and

WHEREAS, because of changes in the actual costs to the County of Plumas to provide certain services, the Master Fee Schedule needs revision to establish new and amend existing Public Works Department fees associated with various entitlements and services, and

WHEREAS, notice of this public hearing to be held on October 8, 2024, by the Board of Supervisors of the County of Plumas was duly given by publication on September 26, 2024, in the *The Mountain Messenger*, a newspaper of general circulation near the County of Plumas, and

WHEREAS, the Board of Supervisors has received and considered the staff report of the Director of Public Works dated September 27, 2024, which included data and calculations showing that the proposed fees do not exceed the actual costs of providing the described services, and

WHEREAS, the above-described staff report was made available to members of the public at least ten (10) days prior to this public hearing.

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

1. The above recitals are found to be true and correct.
2. The Master Fee Schedule adopted by Resolution 16-8122 on January 12, 2016, is hereby amended as referenced by Exhibit A.
3. The fees set forth in Exhibit A shall take effect 60 days from the date of adoption of this resolution as provided in Section 66017 of the Government Code of the State of California.
3. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a public hearing held at a regular meeting of the Board held on the 8th day of October 2024, by the following vote:

Ayes: Supervisors

Noes:

Absent:

Abstain:

Attest:

Chairperson, Board of Supervisors

Clerk of the Board of Supervisors

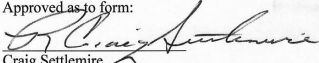
Approved as to form:

Craig Settemire
Counsel

Exhibit A

Public Works Application Review Fees

Administrative Use Permit	\$193	
Campground Permit	\$308	
Consultation - On-going ⁴	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}	
Development Agreement	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}	
Development Agreement Amendment	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}	
EIR Review	\$404	
General Plan Amendment	\$230	
Hydro-Electric Project	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}	
Modification of a Recorded Map	\$308	
Modification of Development Standards	\$597	
Negative Declaration Review	\$288	
Permit to Mine/Reclamation Plan	\$597	
Planned Development Permit	\$597	
Reversion to Acreage	\$193	
Site Development Permit	\$308	
Special Use Permit	\$193	
Tentative Map	\$712	
Tentative Map per lot fee	\$28	Per Lot Fee
Reconsideration of Approved Application	1/2 Current Fee	
Technical Report Review ¹	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}	
Vacation/Abandonment	\$500.00 Deposit billed at \$115.48/hour ^{2, 3}	
Variance	\$193	
Zone Change	\$230	

Notes:

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies, and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the fund deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

4- For consultation services longer than 1-hour

Public Works Encroachment Permit Fees

Application	Fee
Residential Driveway Encroachment	\$140
Commercial Driveway Encroachment	\$183
Utility Repair (Minor) ¹	\$130
Major Utility Project ^{2, 3}	\$500.00 Deposit billed at \$85.79/hour ⁴
Special Event	\$0.00
Tree Removal Permit	\$140
Permit Administrator Inspection	\$85.79/hour + Vehicle Rate of \$19.94/hour
Engineer Inspection	\$85.79/hour + Vehicle Rate of \$19.94/hour

Notes:

1- Performed by special district in-house crew

2 - This fee varies depending on the size and the complexity of the project. To accommodate these variations, the fee will be calculated at an hourly rate with a \$500.00 initial deposit. This fee is applicable to special district projects that solicit bids from contractors.

3 - Additional inspection fees are assessed during the inspection phase.

4 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of the encroachment permit and charge on a time and material basis. The applicant shall deposit with the County \$300.00 for each utility project submitted. These monies will be deposited in a special account, from which the County will draw sums to cover the costs associated with the cost of processing the encroachment permit. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by the applicant will be exhausted, the Public Works Department shall provide the applicant with a new estimate of the cost to complete the processing of the application. The applicant shall replenish the special account in the amount of such new estimate within fifteen (15) days. Applicant's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the applicant of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

Public Works Transportation Fees

<u>Application</u>	<u>Fee</u>
Single Trip Transportation Permit	\$32
Blanket Transportation Permit	\$16
Site Inspection	\$85.79/hour ²
Site Inspection Vehicle Rate	\$19.94/hour

1 - The Permit Administrator hourly rate is an average of the hourly rate of the Public Works Administration staff who process this application.

2 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

Public Works Disposal Fees

Inert Disposal Fee - Chester	\$87
------------------------------	------

Exhibit 1

Department of Public Works

Fee Description

The following listing is a description of various fees that pertain to applications requiring review and comment, and/or approval by the Department of Public Works.

- **Administrative Use Permit** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Consultation – Initial** - An applicant may request an initial consultation to meet with appropriate Department staff to identify various requirements, procedures, necessary permits, etc., associated with a proposed project.
- **Consultation Ongoing** – (Continuation of Initial Consultation) Consultation regarding proposed or anticipated development activity or information acquisition, including, but not limited to, site development, drainage plan design, grading, and roadway and traffic circulation impacts.
- **Campground Permit Application Review Fee**– Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **Development Agreement Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **Development Agreement Amendment Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **EIR Review Fee** - Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Public Works Hourly Rate** – Average Public Works Department hourly rate. Actual cost is based on the cost of the employee performing the service.
- **General Plan Amendment** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **Hydro Project Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of a Recorded Map Application Review Fee** – Review and comment on application related to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of Development Standards Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.

- **Negative Declaration Review Fee**- Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Permit to Mine/Reclamation Plan** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **Planned Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Reversion to Acreage Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Site Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Special Use Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Tentative Map & Per Lot Review Fee**-Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.
- **Reconsideration of Approved Application Review Fee**– Focused review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Technical Report Review Fee**- Review and comment on Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.
- **Vacation/Abandonment Application** – Processing and commenting on application associated with roadway vacation or abandonment.
- **Variance** – Review and comment on impacts associated with traffic safety, snow removal operations and circulation.
- **Zone Change** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage, and erosion control.

Encroachment Permit Review and Issuance

- **Residential Driveway** - Review and processing of a permit that covers the construction of a new or the replacement of an old single family driveway connection to a publicly maintained roadway.
- **Commercial Driveway** - Review and processing of a permit that covers the construction of a commercial driveway or road connection to a publicly maintained roadway.
- **Utility Repair** - Review and processing of a permit that covers underground excavation for private utility connections to main service lines that are not constructed by the Utility Company.
- **Large Utility Project** - Review and processing of a permit that covers the construction of large utility project which impact multiple roadways.
- **Special Event** - Review and processing of a permit that allows the use of the Public Right-of-Way for parades, races, or other similar events.
- **Tree Removal** - Review and processing of a permit that allows tree removal.

Transportation Permit Review

- **Single Trip Transportation Permit** - Review and processing of a permit that covers the transport of an overweight or oversized load over County roadways.
- **Annual Blanket Transportation Permit** - Review and processing of a permit that covers the transport of an overweight or oversized load over certain pre-determined County roadways.
- **Site Inspection** – Inspection oversight associated with crossing of weight restricted infrastructure

Disposal Fees

- **Inert Material Disposal** – This fee covers staff time associated with the oversight of inert material disposal.

Exhibit 2
Department of Public Works
Development Review Fees Comparison

<u>Development Review Applications</u>	<u>Existing Fee</u>	<u>New Fee</u>
Administrative Use Permit	\$181.25	\$193.00
Campground Permit	\$288.97	\$308.00
Consultation - Initial	\$0.00	\$0.00
Consultation - On-going	\$1000.00 Deposit billed at \$107.72/hour*	\$1000.00 Deposit billed at \$115.48/hour*
Development Agreement	\$1000.00 Deposit billed at \$107.72/hour*	\$1000.00 Deposit billed at \$115.48/hour*
Development Agreement Amendment	\$1000.00 Deposit billed at \$107.72/hour*	\$1000.00 Deposit billed at \$115.48/hour*
EIR Review	\$377.02	\$404.00
General Plan Amendment	\$215.44	\$230.00
Hydro-Electric Project	\$1000.00 Deposit billed at \$107.72/hour*	\$1000.00 Deposit billed at \$115.48/hour*
Modification of a Recorded Map	\$288.97	\$308.00
Modification of Development Standards	\$558.27	\$597.00
Negative Declaration Review	\$269.30	\$288.00
Permit to Mine/Reclamation Plan	\$558.27	\$597.00
Planned Development Permit	\$558.27	\$597.00
Reversion to Acreage	\$181.25	\$193.00
Site Development Permit	\$288.97	\$308.00
Special Use Permit	\$181.25	\$193.00
Tentative Map	\$665.99	\$712.00
Tentative Map per lot fee	\$26.93	\$28.00
Reconsideration of Approved Application	1/2 Current Fee	1/2 Current Fee
Technical Report Review	\$1000.00 Deposit billed at \$107.72/hour*	\$1000.00 Deposit billed at \$115.48/hour*
Vacation/Abandonment	\$500.00 Deposit billed at \$107.72/hour*	\$500.00 Deposit billed at \$115.48/hour*
Variance	\$181.25	\$193.00
Zone Change	\$215.44	\$230.00

Department of Public Works
Encroachment, Transportation and Disposal Fees

<u>Encroachment Permit Fees</u>	<u>Existing Fee</u>	<u>New Fee</u>
Residential Driveway Encroachment	\$132.67	\$140.00
Commercial Driveway Encroachment	\$172.40	\$183.00
Utility Repair (Minor)	\$122.83	\$130.00
Major Utility Project	\$500.00 Deposit billed at \$79.47/hour*	\$500.00 Deposit billed at \$85.79/hour*
Special Events	\$0.00	\$0.00
Tree Removal Permit	\$132.67	\$140.00
Permit Administrator Inspection	\$79.47/hour + Vehicle Rate of \$19.67/hour	\$85.79/hour + Vehicle Rate of \$19.94/hour
Engineer Inspection	\$79.47/hour + Vehicle Rate of \$19.67/hour	\$85.79/hour + Vehicle Rate of \$19.94/hour

<u>Transportation Permit Fees</u>	<u>Existing Fee</u>	<u>New Fee</u>
Single Trip Transportation Permit	\$29.31	\$32.00
Blanket Transportation Permit	\$14.65	\$16.00
Site Inspection	\$79.47/hr.	\$85.79/hr.
Site Inspection - Vehicle Rate	\$19.67/hr.	\$19.94/hr.

* Time spent reviewing these applications varies considerably. Fee is a minimum deposit billed against an hourly rate.

<u>Public Works Disposal Fees</u>	<u>Existing Fee</u>	<u>New Fee</u>
Commercial Green Waste Disposal - Chester Land Fill	\$83.10	Eliminated
Inert Disposal Fee - Chester	\$83.10	\$87.00

Exhibit 3

Calculation Backup Sheet for Estimated Public Works/Road Local Development Application Review Fees

<u>Application</u>	Public Works		Staff Fee Total	Vehicle Cost per Hour	Calculated Total Fee
	Hours Spent on Service	Average Hourly Rate			
Administrative Use Permit	1.5	\$115.48	\$173.22	\$19.94	\$193.16
Campground Permit	2.5	\$115.48	\$288.70	\$19.94	\$308.64
Consultation - On-going ⁴	Variable	\$115.48	Variable	N/A	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}
Development Agreement	Variable	\$115.48	Variable	N/A	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}
Development Agreement Amendment	Variable	\$115.48	Variable	N/A	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}
EIR Review	3.5	\$115.48	\$404.18	N/A	\$404.18
General Plan Amendment	2	\$115.48	\$230.96	N/A	\$230.96
Hydro-Electric Project	Variable	\$115.48	Variable	N/A	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}
Modification of a Recorded Map	2.5	\$115.48	\$288.70	\$19.94	\$308.64
Modification of Development Standards	5	\$115.48	\$577.40	\$19.94	\$597.34
Negative Declaration Review	2.5	\$115.48	\$288.70	N/A	\$288.70
Permit to Mine/Reclamation Plan	5	\$115.48	\$577.40	\$19.94	\$597.34
Planned Development Permit	5	\$115.48	\$577.40	\$19.94	\$597.34
Reversion to Acreage	1.5	\$115.48	\$173.22	\$19.94	\$193.16
Site Development Permit	2.5	\$115.48	\$288.70	\$19.94	\$308.64
Special Use Permit	1.5	\$115.48	\$173.22	\$19.94	\$193.16
Tentative Map	6	\$115.48	\$692.88	\$19.94	\$712.82
Tentative Map per lot fee	0.25	\$115.48	\$28.87	N/A	\$28.87 Per Lot Fee
Reconsideration of Approved Application	1/2 Current Fee				1/2 Current Fee
Technical Report Review ¹	Variable	\$115.48	Variable	N/A	\$1000.00 Deposit billed at \$115.48/hour ^{2, 3}
Vacation/Abandonment	Variable	\$115.48	Variable	N/A	\$500.00 Deposit billed at \$115.48/hour ^{2, 3}
Variance	1.5	\$115.48	\$173.22	\$19.94	\$193.16
Zone Change	2	\$115.48	\$230.96	N/A	\$230.96

Notes:

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

4- For consultation services longer than 1-hour

Calculation Backup Sheet for Public Works/Road Encroachment Permit Fees

Application	Permit Administrator Hours	Permit Administrator Hourly Rate	Permit Administrator Sub-total	Maintenance Crew Supervisor Hours	Maintenance Crew Supervisor Hourly Rate	Maintenance Crew Supervisor Sub-total	Staff Fee Sub- Total	Vehicle Hours	Vehicle Cost per Hour	Vehicle Cost Sub- total	Calculated Total Fee
Residential Driveway Encroachment	0.5	\$85.79	\$42.90	1	\$77.50	\$77.50	\$120.40	1	\$19.94	\$19.94	\$140.34
Commercial Driveway Encroachment	1	\$85.79	\$85.79	1	\$77.50	\$77.50	\$163.29	1	\$19.94	\$19.94	\$183.23
Utility Repair (Minor) ¹	0.5	\$85.79	\$42.90	1	\$77.50	\$77.50	\$120.40	0.5	\$19.94	\$9.97	\$130.37
Major Utility Project ^{2,3}	1	\$85.79	\$85.79	1	\$77.50	\$77.50	\$163.29	1	\$19.94	\$19.94	\$500.00 Deposit billed at \$85.79/hour ⁴
Special Event	1.5	\$85.79	\$128.69	1	\$77.50	\$77.50	\$128.69	1	\$19.94	\$19.94	\$0.00
Tree Removal Permit	0.5	\$85.79	\$42.90	1	\$77.50	\$77.50	\$120.40	1	\$19.94	\$19.94	\$140.34
Permit Administrator Inspection	1	\$85.79	\$85.79	0	\$77.50	\$0.00	\$85.79	0	\$19.94	\$0.00	\$85.79/hour + Vehicle Rate of \$19.94/hour
Engineer Inspection	1	\$85.79	\$85.79	0	\$0.00	\$0.00	\$85.79	0	\$19.94	\$0.00	\$85.79/hour + Vehicle Rate of \$19.94/hour

Notes:

1- Performed by special district in-house crew

2 - This fee varies depending on the size and the complexity of the project. To accommodate these variations, the fee will be calculated at an hourly rate with a \$500.00 initial deposit. This fee is applicable to special district projects that solicit bids from contractors.

3 - Additional inspection fees are assessed during the inspection phase.

4 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of the encroachment permit and charge on a time and material basis. The applicant shall deposit with the County \$300.00 for each utility project submitted. These monies will be deposited in a special account, from which the County will draw sums to cover the costs associated with the cost of processing the encroachment permit. As expenses are incurred, the Public Works Department shall provide to the applicant an invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by the applicant will be exhausted, the Public Works Department shall provide the applicant with a new estimate of the cost to complete the processing of the application. The applicant shall replenish the special account in the amount of such new estimate within fifteen (15) days. Applicant's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the applicant of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

**Calculation Backup Sheet for
Public Works/Road Transportation Review Application Fees**

<u>Application</u>	<u>Hours Spent on Service</u>	<u>Permit Administrator Hourly Rate¹</u>	<u>Calculated Total Fee</u>
Single Trip Transportation Permit	0.5	\$65.76	\$32.88
Blanket Transportation Permit	0.25	\$65.76	\$16.44
Site Inspection	1	\$85.79	\$85.79/hour ²
Site Inspection Vehicle Rate	1	\$19.94	\$19.94/hour

1 - The Permit Administrator hourly rate is an average of the hourly rate of the Public Works Administration staff who process this application.

2 - This is an estimate of the hourly rate charged. Actual rate may vary depending on the classification of the employee performing the service.

Calculation Backup Sheet for Public Works Disposal Fees

Application	Staff Hours to perform service	Maintenance Crew Supervisor Hourly Rate	Maintenance Crew Supervisor Sub- total	Vehicle Hours	Vehicle Cost per Hour	Vehicle Cost Sub- total	Calculated Fee
Inert Disposal Fee - Chester	1	\$77.50	\$77.50	0.5	\$19.94	\$9.97	\$87.47

Public Works Hourly Rate Calculation

Title	Rate	
Director of Public Works	\$ 152.91	
Assistant Director of Public Works		Vacant
Principal Transportation Planner	\$ 133.82	
Associate Engineer	\$ 89.38	
Engineering Tech II	\$ 85.79	
Average Rate	\$ 115.48	
Maintenance Crew Supervisor		
	\$ 76.20	
	\$ 83.02	
	\$ 95.31	
	\$ 64.95	
	\$ 68.00	
Average Rate	\$ 77.50	

Exhibit 4

NOTICE OF PUBLIC HEARING

The Board of Supervisors will hold a public hearing on the following matter on Tuesday, October 8, 2024, in the Board of Supervisors Room 308, Courthouse, Quincy, California.

11:00 a.m. Amendment of Plumas County's Master Fee Schedule

Consideration and Adoption of a Resolution amending the Master Fee Schedule to establish new, and revise existing, Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees.

Copies of the backup materials, including fee calculation methodology, are available at the Plumas County Public Works Department at 1834 E. Main Street, Quincy, CA. For further information please contact Jim Graham, Plumas County Public Works Department at (530) 283-6169.

PUBLISH: The Mountain Messenger – September 26, 2024



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: October 8, 2024

SUBJECT: **PUBLIC HEARING: Adopt a Resolution amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote.**

Recommendation:

The Director of Public Works respectfully requests that the Board of Supervisors adopt the attached Resolution, amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications.

Background and Discussion:

The Engineering Department is proposing to revise existing fees to reflect increases in staff hourly rates. In addition, fees have been adjusted to capture costs associated with applications which require review of the contracted County Surveyor. A new fee is also proposed for scanning documents.

The attached Resolution sets forth the recommended fees for performing these services. Exhibit 1 is a list of the various application fees with a description of the issues subject to review by the Engineering Department.

Exhibit 2 lists the proposed development review fees and indicates the previous fee amount. Exhibit 3 is the backup material which details the methodology for establishment of the fees.

County Counsel has reviewed and approved the fee methodology and the Resolution as to form.

Notice of the public hearing pertaining to amendment of the Plumas County Master Fee Schedule has been satisfied with the publication of a Notice of Public Hearing (Exhibit 4) in the The Mountain Messenger.

Action:

PUBLIC HEARING: Adopt a Resolution amending the Master Fee Schedule to revise existing Engineering Department fees for development related applications. No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund impact.

Attachments:

1. Engineering Fee Amendment Resolution CC Approved
2. Exhibits 1 through 4

RESOLUTION NO. 24-_____

**RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO REVISE
NEW ENGINEERING DEPARTMENT FEES FOR VARIOUS ENTITLEMENTS AND
SERVICES.**

WHEREAS, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments, and

WHEREAS, because of changes in the actual costs to the County of Plumas to provide certain services, the Master Fee Schedule needs revision to establish new and amend existing Engineering Department fees associated with various entitlements and services, and

WHEREAS, notice of this public hearing to be held on October 8, 2024, by the Board of Supervisors of the County of Plumas was duly given by publication on September 26, 2024, in the *The Mountain Messenger*, a newspaper of general circulation near the County of Plumas, and

WHEREAS, the Board of Supervisors has received and considered the staff report of the Director of Public Works dated September 27, 2024, which included data and calculations showing that the proposed fees do not exceed the actual costs of providing the described services, and

WHEREAS, the above-described staff report was made available to members of the public at least ten (10) days prior to this public hearing.

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

1. The above recitals are found to be true and correct.
2. The Master Fee Schedule adopted by Resolution 16-8122 on January 12, 2016, is hereby amended as referenced by Exhibit A.
3. The fees set forth in Exhibit A shall take effect 60 days from the date of adoption of this resolution as provided in Section 66017 of the Government Code of the State of California.
4. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a public hearing held at a regular meeting of the Board held on the 8th day of October 2024, by the following vote:

Ayes: Supervisors

Noes:

Absent:

Abstain:

Chairperson, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Approved as to form:

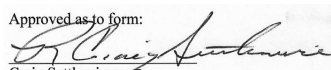

Craig Settlemyre
Counsel

Exhibit A

Engineering Department Application Review Fees

<u>Application</u>	<u>Fee</u>
--------------------	------------

Amendment of a Recorded Map or Certificate of Correction	\$192 + Contracted County Surveyor Review Fee
Campground Permit	\$192.00
Consultation	\$96.35/hour ²
Development Agreement	\$1000 Deposit billed at \$96.35/hour ²
Development Agreement Amendment	\$1000 Deposit billed at \$96.35/hour ²
Fire Safe Driveway Application Review	\$133.00
Fire Safe Driveway Pre Construction Inspection	\$116.00
Fire Safe Driveway Post Construction Inspection	\$164.00
EIR Review	\$192.00
Initial Consultation	No Fee
Flood Plain Interpretation	\$96.35/hour ²
Flood study review and approval	\$500 Deposit billed at \$152.91/hour ³
Grant of Relief	\$500 Deposit billed at \$152.91/hour ³
Letter of Map Amendment/Revision	No Fee
Hydro-Electric Project	\$1000 Deposit billed at \$96.35/hour ²
Hourly Rate (Engineering Technician)	\$96.00
Inspection Fee (for the Construction Phase of Improvement Plans)	\$250 + \$5,000.00 Deposit billed at \$96.35/hour ²
Lot Line Adjustment	\$776.00
Lot Line Adjustment per lot fee	\$48.00
Vehicle Hourly Rate	\$19.67
Modification of a Recorded Map	\$385 + Contracted County Surveyor Review Fee
Modification of Development Standards	\$192.00
Negative Declaration Review	\$96.00
Parcel Map Check	\$1395 + Contracted County Surveyor Review Fee
Parcel Map Check per parcel fee	\$96.00
Permit to Mine/Reclamation Plan	\$96.00

Planned Development Permit	\$289.00
Record of Survey Check	\$592 + Contracted County Surveyor Review Fee
Record of Survey Check (Amended)	\$385.00
Resubmittal Fee	\$192.00
Reversion to Acreage	\$192.00
Site Development Permit	\$192.00
Special Use Permit	\$48.00
Subdivision Map Check	\$2,917 + Contracted County Surveyor Review Fee
Subdivision Map Check per lot fee	\$96.00
Tentative Map	\$385.00
Tentative Map per lot fee	\$24.00
Reconsideration of Approved Application	1/2 Current Fee
Technical Report Review ¹	\$500 Deposit billed at \$96.35/hour ²

Notes:

*Hourly rates are estimates and may vary depending on the classification of the employee performing the service.

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies,

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. The Public Works Department shall provide to the developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account

3- County Engineer's hourly rate

4 - Mileage reimbursement rate established by the IRS Mileage Reimbursement Rate. Mileage is billed for any application which requires an on-site inspection or field review.

5 - Filing and recording costs will be calculated during review of project; recording costs and reproduction copy costs will be calculated based on page count and current fee schedule and must be collected prior to completion of project. ("project" is defined as any Engineering application that requires recording with the Plumas County Clerk Recorders office and/or

6 - Copies made beyond those estimated by the fee schedule will be charged to the customer.

Copy Costs			
	First Copy	Additional Copies	
Mono /Color CAD Prints			
18x26	\$6.23		\$3.11
24x36 and larger	\$6.67		\$3.55
GIS Prints (Medium Coverage)			
18x26	\$6.69		\$3.56
24x36 and larger	\$7.51		\$4.39
Photo Quality Prints			
18x26	\$7.14		\$4.02
24x36 and larger	\$8.35		\$5.23
Scan Costs			
	First Scan	Additional Scans	
	\$4.82		\$1.61

Exhibit 1
Engineering Department – Local Development Review
Description of Service Fees

The following listing is a description of the various fees that pertain to applications or services processed or performed by the Engineering Department.

- **Amendment of a Recorded Map or Certificated of Correction** (Subdivision Map Act 66469) – Review modification document or amended map for accuracy.
- **Campground Permit Application Review Fee**– Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Consultations** (including Research, Scanning & Emailing) – Fee assessed for time spent on customer requests for information and research.
- **Corner Record** – Recordation of a Corner Record.
- **Development Agreement Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Development Agreement Amendment Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **EIR Review Fee** - Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Driveway Reviews**
 - **Fire Safe Driveway** - Review of proposed driveways for compliance with fire-safe driveway design and construction standards.
 - **Fire Safe Driveway Inspections** – Inspections to determine compliance with various fire-safe driveway construction standards.
- **Flood Plain Administration**
 - **Initial Consultation** – (Up to 1 hour, including minor research and limited scanning)
 - **Flood Plain Interpretation** – Interpretation of FEMA flood zone boundaries. (including research, scanning and requested letters)
 - **Flood Study** – Review and approval of flood studies as set forth in Chapter 17 of Title 8 of Plumas County Code.
 - **Grant of Relief** – Review and approval of requests to vary or modify the County Code as it pertains to the administration of flood hazard areas as required by County Code Section 8-17.401 et seq.
 - **Letter of Map Amendment/Revision** – Review of modifications to flood hazard areas implemented through these documents.
- **Flood Plain Administration (Grant of Relief)** – Review and approval of requests to vary or modify the County code as they pertain to the administration of flood hazard areas.
- **Hydro Project Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.

- **Inspection Fee** (For the construction phase of improvement plans) – Inspection of improvements depicted on improvement plans associated with site development or recordation of final maps.
- **Lot Line Adjustment** – Review boundary calculations and legal descriptions for final approval.
- **Modification of a Recorded Map Application Review Fee** (Plumas County Code 9-3.508 & SMA 66472.1) Review and comment on application related to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Modification of Development Standards Application Review Fee** - Review and comment on application related to potential impacts to development standards, circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Negative Declaration Review Fee**- Review of CEQA document to ensure that impacts and mitigations measures identified by the Public Works Department have been accurately reflected and identified.
- **Parcel Map Check** – Review final map for accuracy and compliance with conditions of approval.
- **Permit to Mine/Reclamation Plan** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Planned Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Record of Survey** – Review for accuracy and processing of document for recordation.
- **Record of Survey** (Amendment per Professional Land Surveyors Act 8770.5) – Review for accuracy and processing of document for recordation.
- **Resubmittal Fee** – Fee assessed for resubmittal of incomplete applications.
- **Reversion to Acreage Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Site Development Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Special Use Permit Application Review Fee** - Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Subdivision Map Check** – Review final map for accuracy and compliance with conditions of approval.
- **Tentative Map & per Lot Review Fee**-Review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Reconsideration of Approved Application Review Fee**– Focused review and comment on application related to circulation, traffic safety, grading, flood plain impacts, drainage and erosion control.
- **Technical Report Review Fee**- Review and comment on Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

Exhibit 2

Engineering Department Fee Comparison

<u>Application/Service Description</u>	<u>Existing Fees</u>	<u>Proposed Fees</u>
Amendment of a Recorded Map or Certificate of Correction	\$187.64	\$192 + Contracted County Surveyor Review Fee
Campground Permit	\$187.64	\$192.00
Copies 18" x 26" ⁴	See attached Copy Charge Rates	See attached Copy Charge Rates
Copies 24" x 36" ⁴	See attached Copy Charge Rates	See attached Copy Charge Rates
Copy Machine Copies		
8 1/2 x 11	\$0.10/page	\$0.10/page
11 x 17	\$1.00/page	\$1.00/page
Consultation - Initial	No Fee up to 1 hour	No Fee up to 1 hour
Consultation - On-going	\$93.82/hour ²	\$96.35/hour ²
Development Agreement	\$1000.00 Deposit billed at \$93.82/hour ²	\$1000.00 Deposit billed at \$96.35/hour ²
Development Agreement Amendment	\$1000.00 Deposit billed at \$93.82/hour ²	\$1000.00 Deposit billed at \$96.35/hour ²
Driveway Review		
Fire Safe driveway review and approval	\$130.03	\$133.00
Other driveway review and approval	N/A	N/A
Fire Safe Driveway Pre-Construction Inspection	\$113.49	\$116.00
Fire Safe Driveway Post-Construction Inspection	\$160.40	\$164.00
EIR Review	\$187.64	\$192.00
Flood Plain Administration		
Initial Consultation	\$0	\$0
Flood Plain Administration	\$93.82/hour ²	\$96.35/hour ²
Flood Study review and approval	\$500.00 Deposit billed at \$163.47/hour ³	\$500.00 Deposit billed at \$152.91/hour ³
Grant of Relief	\$500.00 Deposit billed at \$163.47/hour ³	\$500.00 Deposit billed at \$152.91/hour ³
Letter of Map Amendment/Revision	No Fee	No Fee
Hydro-Electric Project	\$1000.00 Deposit billed at \$93.82/hour ²	\$1000.00 Deposit billed at \$93.82/hour ²
Hourly Rate (Engineering Technician)	\$93.82	\$96.35
Inspection Fee (for the Construction Phase of Improvement Plans)	\$250.00 + \$5000.00 Deposit billed at \$93.82/hour ²	\$250.00 + \$5000.00 Deposit billed at \$96.35/hour ²
Lot Line Adjustment	\$756.56	\$776.00
Lot Line Adjustment per lot fee	\$46.91	\$48.00
Mileage Reimbursement Rate	Changed to PCPW hourly vehicle rate	Changed to PCPW hourly vehicle rate
Modification of a Recorded Map	\$375.28	\$385 + Contracted County Surveyor Review Fee
Modification of Development Standards	\$187.64	\$192.00
Negative Declaration Review	\$93.82	\$96.00
Parcel Map Check	\$1,359.93	\$1395 + Contracted County Surveyor Review Fee
Parcel Map Check per parcel fee	\$93.82	\$96.00
Permit to Mine/Reclamation Plan	\$93.82	\$96.00
Planned Development Permit	\$281.46	\$289.00
Record of Survey Check	\$577.26	\$592 + Contracted County Surveyor Review Fee
Record of Survey Check (Amended)	\$375.28	\$385.00
Resubmittal Fee	\$187.64	\$192.00
Reversion to Acreage	\$187.64	\$192.00
Site Development Permit	\$187.64	\$192.00
Special Use Permit	\$46.91	\$48.00
Subdivision Map Check	\$2,841.38	\$2,917 + Contracted County Surveyor Review Fee
Subdivision Map Check per lot fee	\$93.82	\$96.00
Tentative Map	\$375.28	\$385.00
Tentative Map per lot fee	\$23.46	\$24.00
Reconsideration of Approved Application	1/2 Current Fee	1/2 Current Fee
Technical Report Review ¹	\$500.00 Deposit billed at \$93.82/hour ²	\$500.00 Deposit billed at \$96.35/hour ²

Exhibit 3

Calculation Backup Sheet for Engineering Department Local Development Application Review Fees

<u>Application</u>	<u>Hours Spent on Service</u>	<u>Engineering Technician Hourly Rate</u>	<u>Total Employee Costs</u>	<u>Services and Supplies</u>	<u>Proposed Total Fee</u>
Amendment of a Recorded Map or Certificate of Correction	2	\$96.35	\$192.70	\$0.00	\$192 + Contracted County Surveyor Review Fee
Campground Permit	2	\$96.35	\$192.70	\$0.00	\$192.70
Consultation	Variable	\$96.35			\$96.35/hour ²
Development Agreement	Variable	\$96.35		\$0.00	\$1000 Deposit billed at \$96.35/hour ²
Development Agreement Amendment	Variable	\$96.35		\$0.00	\$1000 Deposit billed at \$96.35/hour ²
Fire Safe Driveway Application Review	1.25	\$96.35	\$120.44	\$12.96	\$133.40
Fire Safe Driveway Pre Construction Inspection	1	\$96.35	\$96.35	\$19.94	\$116.29
Fire Safe Driveway Post Construction Inspection	1.5	\$96.35	\$144.53	\$19.94	\$164.47
EIR Review	2	\$96.35	\$192.70	\$0.00	\$192.70
Initial Consultation	Up to 1 hour	\$96.35			No Fee
Flood Plain Interpretation	Variable	\$96.35			\$96.35/hour ²
Flood study review and approval	Variable	\$152.91			\$500 Deposit billed at \$152.91/hour ³
Grant of Relief	Variable	\$152.91			\$500 Deposit billed at \$152.91/hour ³
Letter of Map Amendment/Revision	Variable	\$152.91			No Fee
Hydro-Electric Project	Variable	\$96.35		\$0.00	\$1000 Deposit billed at \$96.35/hour ²
Hourly Rate (Engineering Technician)	1	\$96.35	\$96.35	\$0.00	\$96.35
Inspection Fee (for the Construction Phase of Improvement Plans)	Variable	\$96.35		\$47.15	\$250 + \$5,000.00 Deposit billed at \$96.35/hour ²
Lot Line Adjustment	8	\$96.35	\$770.80	\$6.00	\$776.80
Lot Line Adjustment per lot fee	0.5	\$96.35	\$48.18	\$0.00	\$48.18
Vehicle Hourly Rate	1	\$19.67	\$19.67		\$19.67
Modification of a Recorded Map	4	\$96.35	\$385.40	\$0.00	\$385 + Contracted County Surveyor Review Fee
Modification of Development Standards	2	\$96.35	\$192.70	\$0.00	\$192.70
Negative Declaration Review	1	\$96.35	\$96.35	\$0.00	\$96.35
Parcel Map Check	14	\$96.35	\$1,348.90	\$47.05	\$1395 + Contracted County Surveyor Review Fee
Parcel Map Check per parcel fee	1	\$96.35	\$96.35	\$0.00	\$96.35
Permit to Mine/Reclamation Plan	1	\$96.35	\$96.35	\$0.00	\$96.35
Planned Development Permit	3	\$96.35	\$289.05	\$0.00	\$289.05
Record of Survey Check	6	\$96.35	\$578.10	\$14.51	\$592 + Contracted County Surveyor Review Fee
Record of Survey Check (Amended)	4	\$96.35	\$385.40	\$0.00	\$385.40
Resubmittal Fee	2	\$96.35	\$192.70	\$0.00	\$192.70
Reversion to Acreage	2	\$96.35	\$192.70	\$0.00	\$192.70
Site Development Permit	2	\$96.35	\$192.70	\$0.00	\$192.70
Special Use Permit	0.5	\$96.35	\$48.18	\$0.00	\$48.18
Subdivision Map Check	30	\$96.35	\$2,890.50	\$27.11	\$2,917 + Contracted County Surveyor Review Fee
Subdivision Map Check per lot fee	1	\$96.35	\$96.35	\$0.00	\$96.35
Tentative Map	4	\$96.35	\$385.40	\$0.00	\$385.40
Tentative Map per lot fee	0.25	\$96.35	\$24.09	\$0.00	\$24.09
Reconsideration of Approved Application	1/2 Current Fee			\$0.00	1/2 Current Fee
Technical Report Review ¹	Variable	\$96.35		\$0.00	\$500 Deposit billed at \$96.35/hour ²

Notes:

*Hourly rates are estimates and may vary depending on the classification of the employee performing the service.

1 - These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports.

2 - A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. The Public Works Department shall provide to the developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

3- County Engineer's hourly rate

4 - Mileage reimbursement rate established by the IRS Mileage Reimbursement Rate. Mileage is billed for any application which requires an on-site inspection or field review.

5 - Filing and recording costs will be calculated during review of project; recording costs and reproduction copy costs will be calculated based on page count and current fee schedule and must be collected prior to completion of project. ("project" is defined as any Engineering application that requires recording with the Plumas County Clerk Recorders office and/or reproduction copies of large format documents)

6 - Copies made beyond those estimated by the fee schedule will be charged to the customer.

Methodology Worksheet to Determine
Fee, Charge or Assessment - July 2023

**Engineering Department
Hourly Rate**

DEPARTMENTAL OVERHEAD

	% of Time for Eng. Dept	Salary & Benefits	Overhead Costs
Management Analyst	54%	\$71,526	\$38,624
Overhead Support from Public Works			\$10,000
Total Overhead Cost			\$48,624
520210 Postage/Shipping	300		
520220 Paper/Paper Supplies	500		
520226 Maintenance Equipment	600		
520230 Copy Charges	650		
520250 Equip. Maint. Contract	6,000		
520410 Software license	500		
521230 Office Furniture/Equip	500		
521800 Office Expense	800		
521900 Professional Services	5,000		
525119 Liability Self-Funded Ins.	2,861		
527400 Travel in-County	50		
527500 Travel -Out of County	1,100		
TOTAL	\$18,861		
Total General Service and Supply Costs less Direct Costs			\$67,485

DEPARTMENTAL OVERHEAD COSTS

AVERAGE AMOUNT OF HOURS SPENT ON SERVICE

Engineering Department Staff Positions	1	
Net Productive Hours	1720	
Total Staff Hours	1720	
Percentage of Total Staff Time for 1 hour	0.0005813953	
TOTAL OVERHEAD COST RELATED TO THIS SPECIFIC SERVICE		\$39.24
DIRECT COSTS		
	Salary & Benefits	Hourly Rate
Senior Engineering Tech	\$98,232.58	\$57.11
Average time spent on this service		1
TOTAL OF ALL DIRECT AND OVERHEAD CHARGES		\$96.35

**Engineering Department
Services & Supply Costs
9/9/2024**

**Inspection Fee (For Construction
Phase of Improvement Plans***

	Units	Current Cost	Total
Services & Supplies			
Photo-copies Large Format	1	\$6.36	\$6.36
Photo-copies (after first copy)	5	\$3.15	\$15.75
Photo-copies	10	\$0.10	\$1.00
Photo-copies 11x17	4	\$1.00	\$4.00
Vehicle Hourly Rate	1	\$19.94	\$19.94
Total Cost of Services & Supplies			\$47.05

Lot Line Adjustments*

	Units	Cost	Total
Services & Supplies			
Photo-copies 8x11	20	\$0.10	\$2.00
Photo-copies 11x17	4	\$1.00	\$4.00
Total Cost of Services & Supplies			\$6.00

Parcel Map Check*

	Units	Cost	Total
SERVICES & SUPPLIES			
Photo-copies Large Format	1	\$6.36	\$6.36
Photo-copies (after first copy)	5	\$3.15	\$15.75
Photo-copies	10	\$0.10	\$1.00
Photo-copies 11x17	4	\$1.00	\$4.00
Vehicle Hourly Rate	1	\$19.94	\$19.94
Total Cost of Services & Supplies			\$47.05

Record of Survey Check*

	Units	Cost	Total
SERVICES & SUPPLIES			
Photo-copies Large Format	1	\$6.36	\$6.36
Photo-copies (after first copy)	1	\$3.15	\$3.15
Photo-copies	10	\$0.10	\$1.00
Photo-copies 11x17	4	\$1.00	\$4.00
Total Cost of Services & Supplies			\$14.51

Subdivision (Final) Map Check*

	Units	Cost	Total
SERVICES & SUPPLIES			
Photo-copies Large Format	1	\$6.36	\$6.36
Photo-copies (after first copy)	5	\$3.15	\$15.75
Photo-copies	10	\$0.10	\$1.00
Photo-copies 11x17	4	\$1.00	\$4.00
Total Cost of Services & Supplies			\$27.11

Fire Safe Driveway Application*

	Units	Cost	Total
SERVICES & SUPPLIES			
Photo-copies Large Format	1	\$6.36	\$6.36
Photo-copies (after first copy)	2	\$3.15	\$6.30
Photo-copies 8x11	3	\$0.10	\$0.30
Total Cost of Services & Supplies			\$12.96

Fire Safe Driveway Inspections

	Units	Cost	Total
Vehicle Hourly Rate	1	\$19.94	\$19.94
Total Cost of Services & Supplies			\$19.94

* Any and all additional copies, beyond those estimated, will be charge to the customer per the current fee schedule.

Copy Charges Fee Calculation Methodology

9/9/2024

Total yearly copy machine lease cost \$3,684.00

Average amount of copies made per year 3,600

Base Copy Charge Cost \$1.02

Mono /Color CAD Prints Cost per sq. ft.

18x26 0.16 \$0.52

24x36 0.16 \$0.96

GIS Prints (Medium Coverage)

18x26 0.3 \$0.98

24x36 0.3 \$1.80

Photo Quality Prints

18x26 0.44 \$1.43

24x36 0.44 \$2.64

Engineering Technician Hourly Rate \$96.35

Time spent on this service (3 minutes first copy, 1 minutes additional copies)

TOTAL EMPLOYEE COST PROVIDING THIS SERVICE (1st copy) \$4.82

TOTAL EMPLOYEE COST PROVIDING THIS SERVICE (Additional copies) \$1.61

Total Copy Cost		
	First Copy	Additional Copies
Mono /Color CAD Prints		
18x26	\$6.36	\$3.15
24x36	\$6.80	\$3.59
GIS Prints (Medium Coverage)		
18x26	\$6.82	\$3.60
24x36	\$7.64	\$4.43
Photo Quality Prints		
18x26	\$7.27	\$4.06
24x36	\$8.48	\$5.27

NOTICE OF PUBLIC HEARING

The Board of Supervisors will hold a public hearing on the following matter on Tuesday, October 8, 2024, in the Board of Supervisors Room 308, Courthouse, Quincy, California.

11:00 a.m. Amendment of Plumas County's Master Fee Schedule

Consideration and Adoption of a Resolution amending the Master Fee Schedule to revise existing Engineering Department fees for development applications, encroachment permits, transportation permits and disposal fees.

Copies of the backup materials, including fee calculation methodology, are available at the Plumas County Public Works Department at 1834 E. Main Street, Quincy, CA. For further information please contact Jim Graham, Plumas County Public Works Department at (530) 283-6169.

PUBLISH: The Mountain Messenger – September 26, 2024



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Background and Discussion:

Airport Layout Plans are required to be updated when applying for improvement and maintenance grants for County of Plumas Airports and continued funding from the FAA. Brandley Engineering is our contracted consulting engineer that provides the services needed to comply and further our improvement needs on an ongoing basis. This is a board action due to the County Council not approving it due to indemnification language in Brandley Engineering's contract.

Action:

Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Rogers Field in Chester, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact, funding is FAA grants.

Attachments:

1. Supplemental Agreement 1 - Rogers ALP & AGIS-signed

SUPPLEMENTAL SERVICES AGREEMENT NO. 1

(CONSULTING AIRPORT ENGINEER)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2024, by and between PLUMAS COUNTY, hereinafter referred to as COUNTY, and BRANDLEY ENGINEERING, INC., hereinafter referred to as ENGINEER:

W I T N E S S E T H:

WHEREAS, County has entered into a Special Services Agreement dated the 1st day of November 2023, with Engineer to perform engineering planning and design work, including design and construction supervision, for development of the Rogers Field, Chester; Gansner Field, Quincy, and Nervino Airport, Beckwourth, California, and

WHEREAS, County desires Engineer to perform specific services under the said Special Services Agreement,

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. This agreement supplements said Special Services Agreement, and the terms of said Agreement apply hereto.

2. **Project**

The project covered by this Supplemental Services Agreement shall include engineering services required for the preparation of an Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan for Rogers Field in Chester, California.

3. **Scope of Work**

Engineer shall provide the services described in the Scope of Work attached hereto as **Exhibit "A" Scope of Work – Airport Layout Plan Narrative with Updated ALP Drawings**

and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan – Engineering Design and incorporated herein by reference.

4. **Compensation**

Engineer shall be paid in accordance with the fee schedule set forth in **Exhibit “B” Breakdown of Proposed Engineering Fees** attached hereto and made a part of this Agreement. Engineer’s compensation shall in no case exceed Two Hundred Seventy Two Thousand dollars (\$272,000.00).

This work will be performed at standard billing rates shown in **Exhibit “C” Schedule of Charges** attached hereto and made a part of this Agreement.

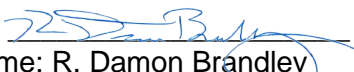
5. **Time of Completion**


The preparation of the Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan will be completed within two (2) years of receipt of authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR:

Brandley Engineering, a CA Corporation

By: 
Name: R. Damon Brandley
Title: President
Date Signed:

By: 
Name: Melissa Brandley
Title: CFO
Date Signed:

COUNTY:

PLUMAS COUNTY, a political subdivision of the State of California

By: _____

Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date Signed:

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

APPROVED AS TO FORM:

Deputy County Counsel

EXHIBIT A

ROGERS FIELD CHESTER, CALIFORNIA

SCOPE OF WORK

Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

The project covered by this Agreement shall include the following work at Rogers Field, Chester, California:

- Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

The scope of work covered by this Agreement shall include the following:

This Airport Layout Plan will contain all items set forth in FAA Advisory Circular 150/5070-6B, *Airport Master Plans*, consisting of environmental considerations including a cultural resource survey, a detailed inventory of existing facilities, aviation forecasts, facility requirements based on demand/capacity evaluation, development and evaluation of possible alternatives, detailed Airport Layout Plans, facility implementation plan, and financial feasibility analysis. The plan will also conform to SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans*. The Airport Property Map, Exhibit "A", will conform to all requirements of SOP 3.0, *Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps*. Data presented will conform to all criteria contained in FAA Advisory Circular 150/5300-13B, *Airport Design*. Appropriate data and recommendations from area-wide planning agencies and the California Department of Transportation, Division of Aeronautics, will be utilized and evaluated in this study. This study will include:

1. Project Scoping – Meetings will be held with the County and FAA to analyze the required scope of the project, identify the airport development issues to be addressed in the study, determine scheduling of the study, and establish the required deliverables.
2. AGIS Survey and Obstruction Mitigation Plans - The AGIS Surveys will be prepared by Woolpert, Inc., in accordance with FAA Advisory Circulars 150/5300-16A, -17C and -18B. Woolpert, Inc., will be engaged to provide the complete AGIS surveys for this project. Woolpert is a well-known and experienced survey firm and is approved by FAA for AGIS surveys. A detailed scope of services and plan of action for this project has been obtained from Woolpert and is included as Attachment 1 to this Proposal.

Also included will be the development of an Obstruction Mitigation Plan that lays out planned mitigation for all identified obstructions.

3. Narrative Report – A Narrative Report will be prepared that includes:
 - ✓ Executive Summary
 - ✓ Inventory of existing facilities.

- ✓ Aeronautical forecasts (0-5, 6-10, & 11-20 years) to determine the need for new or expanded facilities.
 - ✓ Demand/Capacity Analysis and Facility requirements determination including evaluation of each component of the airport and its ability to accommodate the aviation forecast and compliance with FAA design standards.
 - ✓ Cultural Resource Survey and Preliminary Identification of Environmental Features
 - ✓ Alternatives/Proposed Development including evaluation of alternatives to correct deficiencies identified in the Facility Requirements analysis and identification of final proposed development and summary of non-standard conditions.
 - ✓ A Development Summary including projects completed since the last ALP, projects proposed for the next 5 years, projects proposed for the 6-10 year period, and projects proposed for the 11-20 year period including cost estimates.
4. Airport Layout Plan Set – The Airport Layout Plan set of drawings will be designed and drafted to meet all FAA requirements as included in the FAA Standard Operating Procedure (SOP) 2.0, *Checklist of Review and Approval of Airport Layout Plans*, and will include the following drawings:
- ✓ Cover Sheet
 - ✓ Airport Layout Plan showing existing facilities, short-term proposed development, and ultimate development for the airport. The forecasts developed for operations and based aircraft will be used to develop this Airport Layout Plan. This plan will be updated to reflect the need to accommodate the forecast traffic indicated.
 - ✓ Data Tables including the wind rose, runway data tables, runway end data tables, and airport data tables. This information will provide the dimensional details of items shown on the Airport Layout Plan.
 - ✓ Terminal Area Layout Plan showing a large-scale plan of the terminal area facilities
 - ✓ Airport Airspace Drawing. This drawing will depict the critical surfaces for this airport as defined by FAR Part 77 and as they relate to existing topography. This plan will also show the areas where existing ground penetrates the Part 77 imaginary surfaces.
 - ✓ Inner Portion of Approach Surface Drawing. This drawing will show the plan/profile of the approaches to Runway 8 and Runway 26 for existing conditions and will show all items that penetrate the imaginary surface (vegetation, buildings, utilities, etc.).
 - ✓ Airport Land Use Compatibility Plan. This drawing depicts a large scale view of the airport and surrounding area and the various recommended land uses for each area.
 - ✓ Airport Property Map/Exhibit A showing the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.
5. FAA and County Coordination - FAA & County coordination will be required at various steps throughout the development of the ALP and Narrative report to ensure FAA acceptance of the methodology and proposed development. This will include several zoom meetings to present various ALP related issues or development proposals,

discuss proposed non-standard mitigation measures, the proposed development plan and negotiate FAA approval of the forecasts and ALP development plan.

EXHIBIT B

**ROGERS FIELD
CHESTER, PLUMAS COUNTY, CALIFORNIA**

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

BREAKDOWN OF ENGINEERING FEES

Project Scoping

Principal Engineer	10.0 Hrs. @	\$ 300.00	\$ 3,000.00	
Senior Engineer	7.0 Hrs. @	180.00	1,260.00	
Project Administrator	4.0 Hrs. @	100.00	400.00	
<i>Total Project Scoping</i>			\$ 4,660.00	
			Use	\$ 5,000.00

Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan

AC-18B Obstruction Analysis & Imagery	Not to Exceed		\$ 105,017.00	
Principal Engineer	25.0 Hrs. @	\$ 300.00	7,500.00	
Junior Engineer	20.0 Hrs. @	120.00	2,400.00	
Project Administrator	5.0 Hrs. @	100.00	500.00	
<i>Total AGIS & Obstruction Mitigation</i>			\$ 115,417.00	
			Use	116,000.00

Narrative Report

Principal Engineer	140.0 Hrs. @	\$ 300.00	\$ 42,000.00	
Senior Engineer	35.0 Hrs. @	180.00	6,300.00	
Senior Drafter	21.0 Hrs. @	120.00	2,520.00	
Project Administrator	25.0 Hrs. @	100.00	2,500.00	
Clerical	10.0 Hrs. @	85.00	850.00	
Environmental Subconsultant			6,050.00	
Mileage	900.0 Hrs. @	0.67	603.00	
<i>Total Narrative Report</i>			\$ 60,823.00	
			Use	61,000.00

ALP Updated Plans including Exhibit "A"

Principal Engineer	70.0 Hrs. @	\$ 300.00	\$ 21,000.00	
Senior Engineer	250.0 Hrs. @	180.00	45,000.00	
Senior Drafter	70.0 Hrs. @	120.00	8,400.00	
Clerical	10.0 Hrs. @	85.00	850.00	
Mileage	300.0 Hrs. @	0.67	201.00	
<i>Total ALP Updated Plans</i>			\$ 75,451.00	
			Use	76,000.00

FAA and County Coordination

Principal Engineer	30.0 Hrs. @	\$ 300.00	\$ 9,000.00	
Senior Engineer	10.0 Hrs. @	180.00	1,800.00	
Senior Drafter	10.0 Hrs. @	120.00	1,200.00	
Project Administrator	10.0 Hrs. @	100.00	1,000.00	
Clerical	4.0 Hrs. @	85.00	340.00	
<i>Total FAA & County Coordination</i>			\$ 13,340.00	
			Use	14,000.00
<i>Total Engineering Fees</i>				<u>\$ 272,000.00</u>

EXHIBIT C

ROGERS FIELD

Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

BRANDLEY ENGINEERING, INC.

SCHEDULE OF CHARGES

Project Scoping	\$ 5,000
Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan	116,000
Narrative Report	61,000
Engineering During Construction and Project Closeout	76,000
FAA and County Coordination	<u>14,000</u>
Total Proposed Engineering Fees Not to Exceed Without Prior Approval of County	<u>\$272,000</u>

STANDARD SCHEDULE OF HOURLY RATES

Personnel

Principal Engineer	\$300.00/Hour
Senior Engineer	\$180.00/Hour
Junior Engineer	\$120.00/Hour
Senior Drafter.....	\$120.00/Hour
Junior Drafter	\$100.00/Hour
Laboratory Technician.....	\$90.00/Hour
Laboratory Apprentice	\$50.00/Hour
Project Administrator	\$100.00/Hour
Clerical	\$85.00/Hour

Travel and Equipment Rental

Per Diem	\$200/Day
Vehicle Rental	\$50.00/Day + \$0.67/Mile

Outside Consultants

Services by Outside Consultants.....	Cost + 10%
--------------------------------------	------------



September 15, 2023

R. Damon Brandley, P.E.
Brandley Engineering, Inc.
6125 King Road Suite 201
Loomis, CA 95650

RE: Aerial Photography and Surveying Services at Rogers Field (Chester, CA) – O05

Dear Damon,

Thank you for the opportunity to provide you with our proposal for Geospatial Services at Rogers Field Airport. Herewith is our SOW for your review. If there is anything you would like to discuss further on this project please do not hesitate to reach out.

Thank you again, and we look forward to working with you on this project.

Sincerely,

Woolpert, Inc.
Justin Ness, PLS
Aviation Geospatial/Survey/AGIS Practice Manager
Senior Associate

Woolpert, Inc.
Dejan Damjanovic
Aviation Geospatial/AGIS Project Manager

Enclosure: Scope of Work dated 9/15/2023

Woolpert, Inc.
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
+1 303.925.1400

**SCOPE OF WORK
FOR
Rogers Field Airport (O05)
Chester, California
Aeronautical Survey to Support AGIS Obstruction, ALP Updating**

Woolpert will complete an aeronautical survey and airspace analysis to support the development of an Airport Layout Plan. This survey will follow the standards for an aeronautical survey and submission to the FAA Airports GIS (AGIS) through the FAA's Airport Data and Information Portal (ADIP) as outlined in the following guidance:

- ➔ FAA Advisory Circular 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- ➔ FAA Advisory Circular 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- ➔ FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

This project will consist of completing an aeronautical survey and data collection project following the **Airport Layout Plan** Column from Table 2-1 of the FAA AC -18B, a Vertically Guided Runway airspace analysis for all existing runways, as well as FAR Part 77 approach and departure surface analysis for each runway. In addition, Woolpert will analyze the PAPI OCS/LSCS Surfaces for each appropriate runway, truncated to the extents of the VG surface area.

The specific task and task details are as follows:

1.0 Aeronautical Survey Data Collection and Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces

Woolpert will collect and submit the necessary data for an airspace analysis based on existing airfield conditions. All necessary existing data will be submitted through the Airport Data and Information Portal (ADIP) as required by the aforementioned Advisory Circulars (AC). The following items will be performed as a part of this survey:

- ➔ Initiate and complete an AGIS Project within the Airport Data and Information Portal (ADIP). A Safety-Critical Data Collection, Not Including Design Data survey project will be created.
 - Develop and submit the Project SOW
 - Develop and submit an Imagery Plan
 - Develop and submit a Survey and Quality Control Plan
- ➔ Prepare Airport Manager/Operator interviews
- ➔ Establish or validate airport Geodetic Control. It is assumed that the existing PACS and SACS at the airfield are in good condition and can be verified. If it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.

- Perform, document, and report the tie to National Spatial Reference System (NSRS)
- Document control features requiring digital photographs
- Document control features requiring sketches
- ➔ Establish photogrammetric control and collect stereo imagery covering the surface area defined by the **-18B Vertically guided (VG)** surfaces, **FAR Part 77** approach and departure surfaces, and the **PAPI OCS/LSCS** surfaces, as shown in *Exhibit No. 1*.
 - Estimated 18 control points and 5 check points.
 - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
 - Collected with leaf-on conditions.
- ➔ Geo-referencing of aerial photography
- ➔ Perform or validate and document an airport airspace analysis based on existing airfield conditions for objects penetrating the Vertically Guided surfaces.
 - Woolpert will request existing obstacle data from the FAA for review of the OIS. As a value-added service, Woolpert will validate and update existing obstacles within 5nm of the Runway as necessary to reduce the number of duplicated obstacles within the FAA obstacle database.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- ➔ Field verify a sampling of critical existing obstacle data currently in the FAA Obstacle Authoritative Source
- ➔ Survey, monument, and document runway critical points (ends, thresholds, blast pads, stopways)
 - Determine runway length and width, existing elements
 - Determine runway profile on all runways using 50-foot stations, existing elements (10-foot stations and 10-foot offset left and right for all Part 139 airports)
 - Determine the touchdown zone elevation, existing elements
 - Determine the runway true azimuth, existing and future element
 - Document runway critical features requiring digital photographs
 - Document runway critical features requiring sketches
- ➔ Determine or validate and document the position of navigational aids (NAVAID) and runway abeam points, existing elements.
 - Document NAVAID features requiring digital photographs
 - Document NAVAID critical features requiring sketches
- ➔ Collect major landmark features within imagery coverage.
- ➔ Populate calculable and required attributes.
- ➔ Develop an AGIS-compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- ➔ Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the full extent of the OIS or covering the extent identified in *Exhibit No. 3*
- ➔ Develop and submit a final project report
- ➔ Develop and submit an imagery acquisition report

2.0 Planimetric Mapping, Contours and Ortho-Rectified Aerial Photo

Woolpert will Complete 1"=100' scale airport planimetric mapping and 2-foot contour interval DEM of the area shown in *Exhibit No. 2*.

- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping, as shown in *Exhibit No. 4*.
- Airport planimetric mapping will be delivered in AutoCAD format

3.0 Obstruction Analysis for Part 77 Approach and Departure Surfaces.

Woolpert will complete additional analysis covering the FAR Part 77 surfaces Approach and Departure Surfaces, and PAPI OCS/LSCS surfaces for each runway, as applicable. The following surfaces will be analyzed for obstacles using the imagery collected as part of task item 1.0. The analysis will be compiled and delivered in AutoCAD format and incorporated into the ALP. Groups of trees or heavily wooded areas that are obstructions will be represented with polyline boundaries depicting the extent of the surface penetration.

- Woolpert will collect objects penetrating these surfaces using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- Representative tree top elevations will also be reported within each area.

Obstacle analysis will be completed to show potential obstacles that penetrate the approach surfaces to account for future vegetation growth.

Woolpert will develop and deliver a Microsoft Excel file containing information to all Obstacles that were collected that penetrate the Obstruction Identification Surfaces

- This spreadsheet will contain Northing, Easting, Elevation, Penetration
- Depth, Station, and Offset information

Runway 16 - Existing

- Part 77 Visual Approach Type B (20:1)
- VGSI OCS/LSCS-VASI (2-box) analysis will be truncated to the extent of the 18B Vertically Guided Surface/Imagery Limits of 4-miles, and an optional uplift to 8 miles due to terrain.

Runway 30 - Existing

- Part 77 Visual Approach Type B (20:1)
- VGSI OCS/LSCS-VASI (2-box) analysis will be truncated to the extent of the 18B Vertically Guided Surface/Imagery Limits of 4-miles, and an optional uplift to 8 miles due to terrain.

Areas of terrain that penetrate the specified OIS surface shall be contoured at 2-foot intervals.

Spot elevations will be provided on a 200' grid inside the specified Part 77 approach surface

- This grid will not be provided in obscured areas
- Areas of ground penetration will be captured at a 100 foot grid interval

- ➔ The outline of the limits of the ground penetrating the OIS surface is to be identified

All railroad and road centerlines will have a spot elevation where they cross the extended runway centerline and the exterior limits of the OIS surfaces.

The Part 77 Imaginary Surfaces shall show 50 foot interval contours which are labeled.

Delivery Schedule

Woolpert will deliver the final deliverables for this project no later than 180 calendar days from the date of a notice to proceed or the ability to acquire leaf-on imagery, if NTP is issued during leaf-off season. It is assumed that the notice to proceed is received in a timely manner to facilitate collection of imagery during leaf-on conditions. A formal project delivery schedule will be compiled based on project needs and negotiated prior to starting this project.

Fee Breakdown

The fee breakdown shown in the following table is based on Lump Sum progress billing. These fees are valid for 90 days from the date of this Statement of Work.

Fee Breakdown – Lump Sum	
Task Description	Fee
1.0 – Aeronautical Survey and AGIS Data Submittal	\$82,285.00
2.0 – Planimetric Mapping, Contours, Ortho-Photo	(included)
3.0 – Obstruction Analysis Part 77 Visual Approach Type B (20:1)	(included)
4.0 – PAPI OCS/LSCS out to 4 miles	\$4,225.00
Lump Sum Fee Total	\$86,510.00
5.0 – PAPI OCS/LSCS out to 8 miles	\$ 8,960
(Optional) Lump Sum Fee Total	\$ \$95,470.00

Exhibit No. 1

Surface Analysis AOI and ALP Mapping Imagery Limits

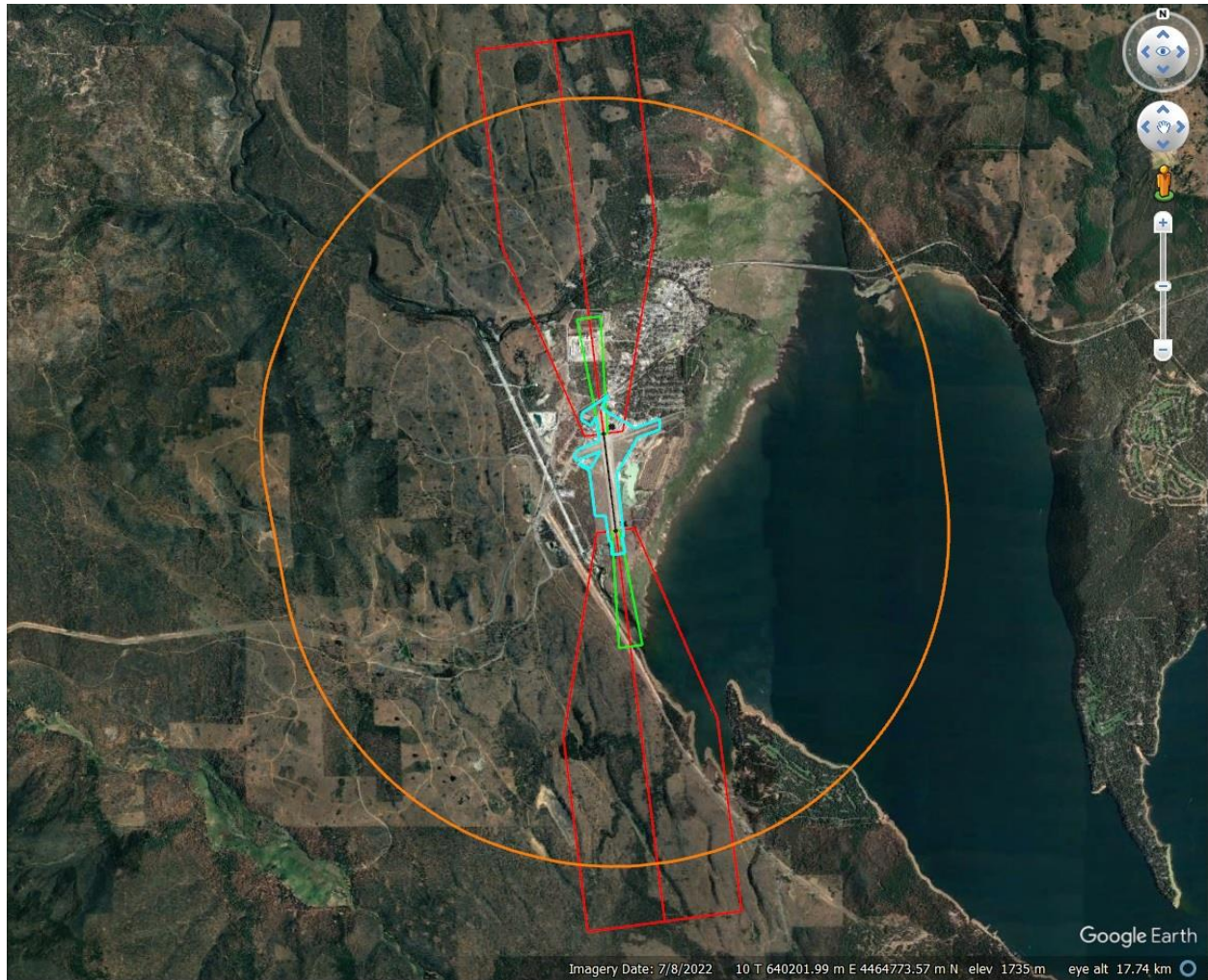


Exhibit No. 3 6" Ortho Limits

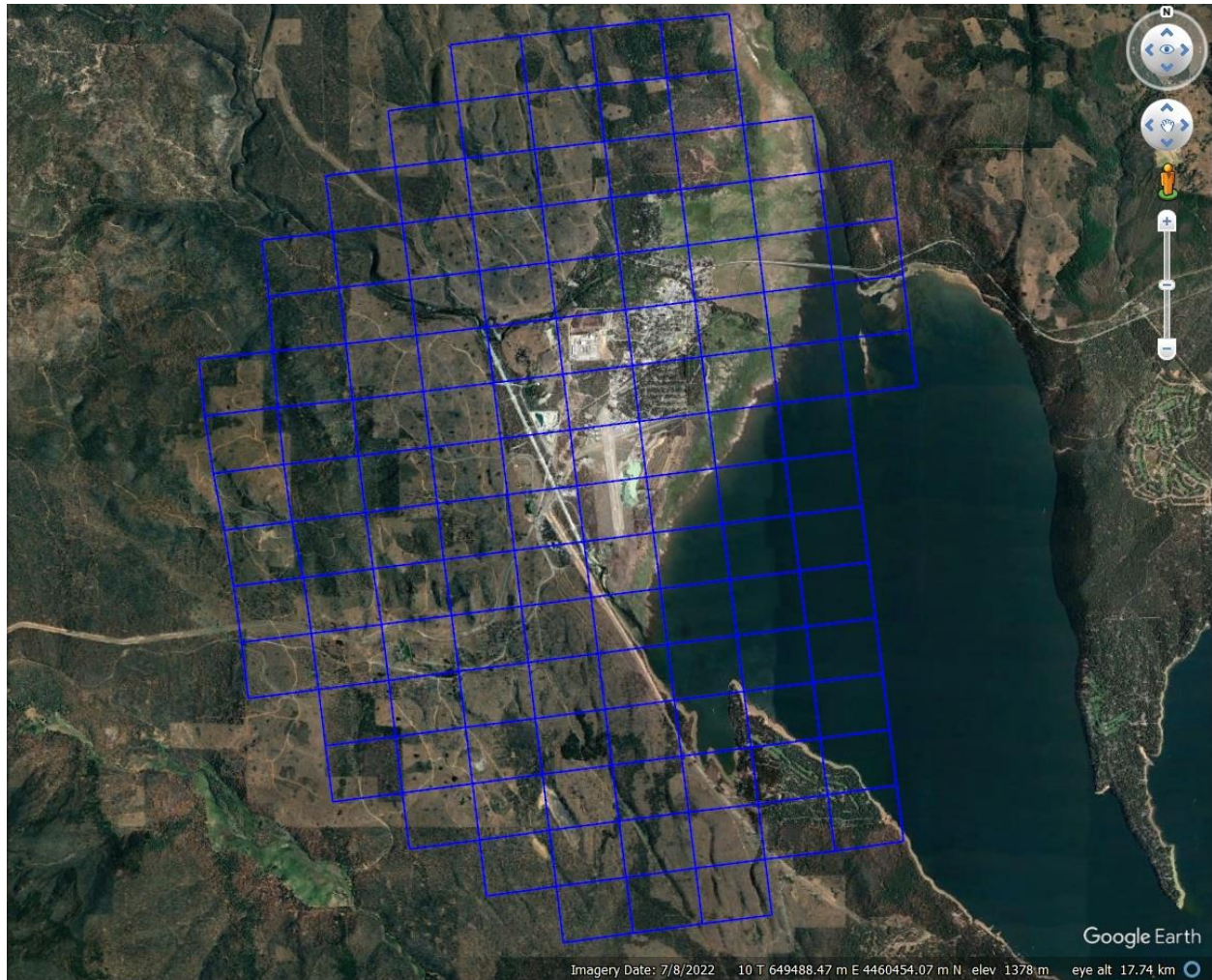


Exhibit No. 4

Table 2-1 Survey Requirements Matrix from AC 150/5300-18B

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Comments
Required Tasks V				
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	•	
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	•1	
Identify and survey any displaced threshold(s)	150/5300-18	•	•	
Monument displaced threshold(s)	150/5300-18	•1	•	
Document displaced threshold(s) location	150/5300-18	•	•	
Determine or validate runway length	150/5300-18	•	•	
Determine or validate runway width	150/5300-18	•	•	
Determine runway profile using 50 foot stations	150/5300-18	•2	•	
Determine runway profile using 10 foot stations	150/5300-18	•2	•	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•		
Determine and document the horizontal extents of any Stopways	150/5300-18	•	•	
Determine any Stopway profiles	150/5300-18	•	•	
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	•	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18	•		
Determine runway true azimuth	150/5300-18	•	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18		•	
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and associated data	150/5300-18			
Perform or validate and document an airport airspace analysis	150/5300-18	•	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•	
Collect or validate and document airport planimetric data	150/5300-18	•		
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•		
Perform or validate a topographic survey	150/5300-18	•	•4	
Collect and document runway and taxiway lighting	150/5300-18	•		

Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•		
Determine all Land Use to 65 DNL contour	150/5300-18	•		Not provided by Woolpert
Document features requiring digital photographs	150/5300-18	•	•	
Document features requiring sketches	150/5300-18	•	•	
Collect position and type of runway markings	150/5300-18	•		
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•		Not provided by Woolpert
Collect imagery	150/5300-17	•	•	
Provide a final Project Report	150/5300-16/18	•	•	

¹Only when runway construction is involved.

²All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

³Only required for the identified Category II and III special topographic survey³³

⁴For Cat II and III radar altimeter area or if specifically requested

Exhibit No. 4

AC 150/5300-18B Required Feature Collection Table (when applicable)

Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.10.	RunwayIntersection	X	
5.4.11.	RunwayLAHSO	X	
5.4.12.	RunwayElement	X	
5.4.18.	TouchDownLiftOff	X	
5.4.19.	MarkingArea (Runway only)	X	
5.4.20.	MarkingLine (Runway only)	X	
5.4.22.	Runway	X	
5.4.25.	RunwayBlastPad	X	
5.4.26.	RunwayEnd	X	
5.4.27.	RunwayLabel	X	
5.4.28.	Runway Safety Area Boundary (Existing)	X	
5.4.8.	RunwayCenterline	X	
5.4.9.	RunwayHelipadDesignSurfaces (Existing)	X	X
5.5.	Airspace		
5.5.2.	Obstacle	X	X
5.5.3.	ObstructionArea	X	X
5.5.4.	ObstructionIDSurface	X	X
5.8.	Geospatial		
5.8.	AirportControlPoints	X	X
5.8.9.	CoordinateGridArea	X	X
5.10.	Navigational Aids		
5.10.	Navaidequipment	X	X

Non-Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.1.	AircraftGateStand	X	
5.4.14.	Taxiwayholdingposition	X	
5.4.15.	AirportSign	X	
5.4.16.	Apron	X	
5.4.17.	Deicing Area (Existing)	X	
5.4.19.	MarkingArea (Off Runway)	X	
5.4.2.	AircraftNonMovementArea	X	
5.4.20.	MarkingLine (Off Runway)	X	
5.4.21.	MovementArea	X	
5.4.24.	RunwayArrestingArea	X	
5.4.29.	Shoulder	X	
5.4.30.	TaxiwayIntersection	X	
5.4.31.	TaxiwayElement	X	
5.4.4.	AirfieldLight	X	
5.4.5.	ArrestingGear	X	
5.4.7.	PassengerLoadingBridge	X	
5.5.	Airspace		
5.5.1.	LandmarkSegment	X	X
5.5.5.	RunwayProtectArea (Existing)	X	
5.7.	Environmental		
5.7.11.	Shoreline	X	X
5.7.12.	Wetland (no official delineation)	X	
5.7.3.	Flood Zone	X	X
5.7.5.	Forest Stand Area	X	X
5.7.7.	Noise Contour	X	X
5.8.	Geospatial		
5.8.10.	ElevationContour	X	X
5.8.11.	ImageArea	X	X
5.9.	Man Made Structures		
5.9.1.	Building	X	X
5.9.4.	Fence	X	

5.9.5.	Gate	X	
5.9.6.	Tower	X	X
5.13.	Surface Transportation		
5.13.1.	Bridge	X	X
5.13.2.	DrivewayArea	X	
5.13.3.	DrivewayCenterline	X	
5.13.4.	ParkingLot	X	X
5.13.5.	RailroadCenterline	X	X
5.13.6.	RailroadYard	X	X
5.13.7.	RoadCenterline	X	X
5.13.8.	RoadPoint	X	X
5.13.9.	RoadSegment	X	X
5.14.	Utilities		
5.14.1.	TankSite	X	



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA; effective October 8, 2024; not to exceed \$275,000.00; (No General Fund Impact) Grant funded; this contract is not approved by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA;

Background and Discussion:

Airport Layout Plans are required to be updated when applying for improvement and maintenance grants for County of Plumas Airports and continued funding from the FAA. Brandley Engineering is our contracted consulting engineer that provides the services needed to comply and further our improvement needs on an ongoing basis.

Action:

Approve and authorize Chair to sign Supplemental Services Agreement No. 1 between Plumas County Facility Services & Airports and Brandley Engineering for Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan at Gansner Field in Quincy, CA;

Fiscal Impact:

(No General Fund Impact) FAA Grant Funded

Attachments:

1. Supplemental Agreement 2- Gansner ALP & AGIS-signed
2. Brandley Proposal - Gansner ALP & AGIS-signed

SUPPLEMENTAL SERVICES AGREEMENT NO. 2

(CONSULTING AIRPORT ENGINEER)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2024, by and between PLUMAS COUNTY, hereinafter referred to as COUNTY, and BRANDLEY ENGINEERING, INC., hereinafter referred to as ENGINEER:

W I T N E S S E T H:

WHEREAS, County has entered into a Special Services Agreement dated the 1st day of November 2023, with Engineer to perform engineering planning and design work, including design and construction supervision, for development of the Rogers Field, Chester; Gansner Field, Quincy, and Nervino Airport, Beckwourth, California, and

WHEREAS, County desires Engineer to perform specific services under the said Special Services Agreement,

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. This agreement supplements said Special Services Agreement, and the terms of said Agreement apply hereto.

2. **Project**

The project covered by this Supplemental Services Agreement shall include engineering services required for the preparation of an Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan for Gansner Field in Quincy, California.

3. **Scope of Work**

Engineer shall provide the services described in the Scope of Work attached hereto as **Exhibit "A" Scope of Work – Airport Layout Plan Narrative with Updated ALP Drawings**

and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan – Engineering Design and incorporated herein by reference.

4. **Compensation**

Engineer shall be paid in accordance with the fee schedule set forth in **Exhibit “B” Breakdown of Proposed Engineering Fees** attached hereto and made a part of this Agreement. Engineer’s compensation shall in no case exceed Two Hundred Seventy Five Thousand dollars (\$275,000.00).

This work will be performed at standard billing rates shown in **Exhibit “C” Schedule of Charges** attached hereto and made a part of this Agreement.


5. **Time of Completion**

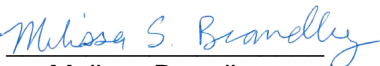
The preparation of the Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan will be completed within two (2) years of receipt of authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR:

Brandley Engineering, a CA Corporation

By: 
Name: R. Damon Brandley
Title: President
Date Signed:

By: 
Name: Melissa Brandley
Title: CFO
Date Signed:

COUNTY:

PLUMAS COUNTY, a political subdivision of the State of California

By: _____

Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date Signed:

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

APPROVED AS TO FORM:

Deputy County Counsel

EXHIBIT A

GANSNER FIELD QUINCY, CALIFORNIA

SCOPE OF WORK

Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

The project covered by this Agreement shall include the following work at Gansner Field, Quincy, California:

- Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

The scope of work covered by this Agreement shall include the following:

This Airport Layout Plan will consist of all items set forth in FAA Advisory Circular 150/5070-6B, *Airport Master Plans*, including environmental considerations including a cultural resource survey, a detailed inventory of existing facilities, aviation forecasts, facility requirements based on demand/capacity evaluation, development and evaluation of possible alternatives, detailed Airport Layout Plans, facility implementation plan, and financial feasibility analysis. The plan will also conform to SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans*. The Airport Property Map, Exhibit "A", will conform to all requirements of SOP 3.0, *Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps*. Data presented will conform to all criteria contained in FAA Advisory Circular 150/5300-13B, *Airport Design*. Appropriate data and recommendations from area-wide planning agencies and the California Department of Transportation, Division of Aeronautics, will be utilized and evaluated in this study. This study will include:

1. Project Scoping – Meetings will be held with the County and FAA to analyze the required scope of the project, identify the airport development issues to be addressed in the study, determine scheduling of the study, and establish the required deliverables.
2. AGIS Survey and Obstruction Mitigation Plans - The AGIS Surveys will be prepared by Woolpert, Inc., in accordance with FAA Advisory Circulars 150/5300-16A, -17C and -18B. Woolpert, Inc., will be engaged to provide the complete AGIS surveys for this project. Woolpert is a well-known and experienced survey firm and is approved by FAA for AGIS surveys. A detailed scope of services and plan of action for this project has been obtained from Woolpert and is included as Attachment 1 to this Proposal.

Also included will be the development of an Obstruction Mitigation Plan that lays out planned mitigation for all identified obstructions.

3. Narrative Report – A Narrative Report will be prepared that includes:
 - ✓ Inventory of existing facilities.
 - ✓ Aeronautical forecasts (0-5, 6-10, & 11-20 years) to determine the need for new or expanded facilities.

- ✓ Demand/Capacity Analysis and Facility requirements determination including evaluation of each component of the airport and its ability to accommodate the aviation forecast and compliance with FAA design standards.
 - ✓ Cultural Resource Survey and Preliminary Identification of Environmental Features
 - ✓ Alternatives/Proposed Development including evaluation of alternatives to correct deficiencies identified in the Facility Requirements analysis and identification of final proposed development and summary of non-standard conditions.
 - ✓ A Development Summary including projects completed since the last ALP, projects proposed for the next 5 years, projects proposed for the 6-10 year period, and projects proposed for the 11-20 year period including cost estimates.
4. Airport Layout Plan Set – The Airport Layout Plan set of drawings will be designed and drafted to meet all FAA requirements as included in the FAA Standard Operating Procedure (SOP) 2.0, *Checklist of Review and Approval of Airport Layout Plans*, and will include the following drawings:
- ✓ Cover Sheet
 - ✓ Airport Layout Plan showing existing facilities, short-term proposed development, and ultimate development for the airport. The forecasts developed for operations and based aircraft will be used to develop this Airport Layout Plan. This plan will be updated to reflect the need to accommodate the forecast traffic indicated.
 - ✓ Data Tables including the wind rose, runway data tables, runway end data tables, and airport data tables. This information will provide the dimensional details of items shown on the Airport Layout Plan.
 - ✓ Terminal Area Layout Plan showing a large-scale plan of the terminal area facilities
 - ✓ Airport Airspace Drawing. This drawing will depict the critical surfaces for this airport as defined by FAR Part 77 and as they relate to existing topography. This plan will also show the areas where existing ground penetrates the Part 77 imaginary surfaces.
 - ✓ Inner Portion of Approach Surface Drawing. This drawing will show the plan/profile of the approaches to Runway 8 and Runway 26 for existing conditions and will show all items that penetrate the imaginary surface (vegetation, buildings, utilities, etc.).
 - ✓ Airport Land Use Compatibility Plan. This drawing depicts a large scale view of the airport and surrounding area and the various recommended land uses for each area.
 - ✓ Airport Property Map/Exhibit A showing the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.
5. FAA and County Coordination - FAA & County coordination will be required at various steps throughout the development of the ALP and Narrative report to ensure FAA acceptance of the methodology and proposed development. This will include several zoom meetings to present various ALP related issues or development proposals, discuss proposed non-standard mitigation measures, the proposed development plan and negotiate FAA approval of the forecasts and ALP development plan.

EXHIBIT B

**GANSNER FIELD
QUINCY, PLUMAS COUNTY, CALIFORNIA**

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

BREAKDOWN OF ENGINEERING FEES

Project Scoping

Principal Engineer	10.0 Hrs. @	\$ 300.00	\$ 3,000.00	
Senior Engineer	7.0 Hrs. @	180.00	1,260.00	
Project Administrator	4.0 Hrs. @	100.00	400.00	
Mileage	300.0 Hrs. @	0.58	174.00	
<i>Total Project Scoping</i>			\$ 4,834.00	
			Use	\$ 5,000.00

Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan

AC-18B Obstruction Analysis & Imagery	Not to Exceed		\$ 108,441.30	
Principal Engineer	25.0 Hrs. @	\$ 300.00	7,500.00	
Junior Engineer	20.0 Hrs. @	120.00	2,400.00	
Project Administrator	5.0 Hrs. @	100.00	500.00	
<i>Total AGIS & Obstruction Mitigation</i>			\$ 118,841.30	
			Use	119,000.00

Narrative Report

Principal Engineer	140.0 Hrs. @	\$ 300.00	\$ 42,000.00	
Senior Engineer	35.0 Hrs. @	180.00	6,300.00	
Senior Drafter	21.0 Hrs. @	120.00	2,520.00	
Project Administrator	25.0 Hrs. @	100.00	2,500.00	
Clerical	10.0 Hrs. @	80.00	800.00	
Environmental Subconsultant			6,050.00	
Mileage	900.0 Hrs. @	0.58	522.00	
<i>Total Narrative Report</i>			\$ 60,692.00	
			Use	61,000.00

ALP Updated Plans including Exhibit "A"

Principal Engineer	70.0 Hrs. @	\$ 300.00	\$ 21,000.00	
Senior Engineer	250.0 Hrs. @	180.00	45,000.00	
Senior Drafter	70.0 Hrs. @	120.00	8,400.00	
Clerical	10.0 Hrs. @	80.00	800.00	
Mileage	300.0 Hrs. @	0.58	174.00	
<i>Total ALP Updated Plans</i>			\$ 75,374.00	
			Use	76,000.00

FAA and County Coordination

Principal Engineer	30.0 Hrs. @	\$ 300.00	\$ 9,000.00	
Senior Engineer	10.0 Hrs. @	180.00	1,800.00	
Senior Drafter	10.0 Hrs. @	110.00	1,100.00	
Project Administrator	10.0 Hrs. @	100.00	1,000.00	
Clerical	4.0 Hrs. @	75.00	300.00	
<i>Total FAA & County Coordination</i>			\$ 13,200.00	
			Use	14,000.00
<i>Total Engineering Fees</i>				<u>\$ 275,000.00</u>

EXHIBIT C

GANSNER FIELD

Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan

BRANDLEY ENGINEERING, INC.

SCHEDULE OF CHARGES

Project Scoping	\$ 5,000
Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan	119,000
Narrative Report	61,000
Engineering During Construction and Project Closeout	76,000
FAA and County Coordination	<u>14,000</u>
Total Proposed Engineering Fees Not to Exceed Without Prior Approval of County	<u>\$275,000</u>

STANDARD SCHEDULE OF HOURLY RATES

Personnel

Principal Engineer	\$300.00/Hour
Senior Engineer	\$180.00/Hour
Junior Engineer	\$120.00/Hour
Senior Drafter.....	\$120.00/Hour
Junior Drafter	\$100.00/Hour
Laboratory Technician.....	\$90.00/Hour
Laboratory Apprentice	\$50.00/Hour
Project Administrator	\$100.00/Hour
Clerical	\$85.00/Hour

Travel and Equipment Rental

Per Diem	\$200/Day
Vehicle Rental	\$50.00/Day + \$0.655/Mile

Outside Consultants

Services by Outside Consultants.....	Cost + 10%
--------------------------------------	------------



August 18th, 2023

R. Damon Brandley, P.E.
Brandley Engineering, Inc.
6125 King Road Suite 201
Loomis, CA 95650

RE: Aerial Photography and Surveying Services at Gansner Field (Quincy, CA) – 201

Dear Damon,

Thank you for the opportunity to provide you with our proposal for Geospatial Services at Gansner Field Airport. Herewith is our SOW for your review. If there is anything you would like to discuss further on this project please do not hesitate to reach out.

Thank you again, and we look forward to working with you on this project.

Sincerely,

Woolpert, Inc.
Justin Ness, PLS
Aviation Geospatial/Survey/AGIS Practice Manager
Senior Associate

Woolpert, Inc.
Dejan Damjanovic
Aviation Geospatial/AGIS Project Manager

Enclosure: Scope of Work dated 9/15/2023

Woolpert, Inc.
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
+1 303.925.1400

**SCOPE OF WORK
FOR
Gansner Field Airport (201)
Quincy, California
Aeronautical Survey to Support AGIS Obstruction, ALP Updating**

Woolpert will complete an aeronautical survey and airspace analysis to support the development of an Airport Layout Plan. This survey will follow the standards for an aeronautical survey and submission to the FAA Airports GIS (AGIS) through the FAA's Airport Data and Information Portal (ADIP) as outlined in the following guidance:

- ➔ FAA Advisory Circular 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- ➔ FAA Advisory Circular 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- ➔ FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

This project will consist of completing an aeronautical survey and data collection project following the **Airport Layout Plan** Column from Table 2-1 of the FAA AC -18B, a Vertically Guided Runway airspace analysis for all existing runways, as well as FAR Part 77 approach and departure surface analysis for each runway. In addition, Woolpert will analyze the PAPI OCS/LSCS Surfaces for each appropriate runway, truncated to the extents of the VG surface area.

The specific task and task details are as follows:

1.0 Aeronautical Survey Data Collection and Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces

Woolpert will collect and submit the necessary data for an airspace analysis based on existing airfield conditions. All necessary existing data will be submitted through the Airport Data and Information Portal (ADIP) as required by the aforementioned Advisory Circulars (AC). The following items will be performed as a part of this survey:

- ➔ Initiate and complete an AGIS Project within the Airport Data and Information Portal (ADIP). A Safety-Critical Data Collection, Not Including Design Data survey project will be created.
 - Develop and submit the Project SOW
 - Develop and submit an Imagery Plan
 - Develop and submit a Survey and Quality Control Plan
- ➔ Prepare Airport Manager/Operator interviews
- ➔ Establish or validate airport Geodetic Control. It is assumed that the existing PACS and SACS at the airfield are in good condition and can be verified. If it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.

- Perform, document, and report the tie to National Spatial Reference System (NSRS)
- Document control features requiring digital photographs
- Document control features requiring sketches
- ➔ Establish photogrammetric control and collect stereo imagery covering the surface area defined by the **-18B Vertically guided (VG)** surfaces, **FAR Part 77** approach and departure surfaces, and the **PAPI OCS/LSCS** surfaces, as shown in *Exhibit No. 1*.
 - Estimated 18 control points and 5 check points.
 - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
 - Collected with leaf-on conditions.
- ➔ Geo-referencing of aerial photography
- ➔ Perform or validate and document an airport airspace analysis based on existing airfield conditions for objects penetrating the Vertically Guided surfaces.
 - Woolpert will request existing obstacle data from the FAA for review of the OIS. As a value-added service, Woolpert will validate and update existing obstacles within 5nm of the Runway as necessary to reduce the number of duplicated obstacles within the FAA obstacle database.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- ➔ Field verify a sampling of critical existing obstacle data currently in the FAA Obstacle Authoritative Source
- ➔ Survey, monument, and document runway critical points (ends, thresholds, blast pads, stopways)
 - Determine runway length and width, existing elements
 - Determine runway profile on all runways using 50-foot stations, existing elements (10-foot stations and 10-foot offset left and right for all Part 139 airports)
 - Determine the touchdown zone elevation, existing elements
 - Determine the runway true azimuth, existing and future element
 - Document runway critical features requiring digital photographs
 - Document runway critical features requiring sketches
- ➔ Determine or validate and document the position of navigational aids (NAVAID) and runway abeam points, existing elements.
 - Document NAVAID features requiring digital photographs
 - Document NAVAID critical features requiring sketches
- ➔ Collect major landmark features within imagery coverage.
- ➔ Populate calculable and required attributes.
- ➔ Develop an AGIS-compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- ➔ Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the full extent of the OIS or covering the extent identified in *Exhibit No. 3*
- ➔ Develop and submit a final project report
- ➔ Develop and submit an imagery acquisition report

2.0 Planimetric Mapping, Contours and Ortho-Rectified Aerial Photo

Woolpert will Complete 1"=100' scale airport planimetric mapping and 2-foot contour interval DEM of the area shown in *Exhibit No. 2*.

- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping, as shown in *Exhibit No. 4*.
- Airport planimetric mapping will be delivered in AutoCAD format

3.0 Obstruction Analysis for Part 77 Approach and Departure Surfaces.

Woolpert will complete additional analysis covering the FAR Part 77 surfaces Approach and Departure Surfaces, and PAPI OCS/LSCS surfaces for each runway, as applicable. The following surfaces will be analyzed for obstacles using the imagery collected as part of task item 1.0. The analysis will be compiled and delivered in AutoCAD format and incorporated into the ALP. Groups of trees or heavily wooded areas that are obstructions will be represented with polyline boundaries depicting the extent of the surface penetration.

- Woolpert will collect objects penetrating these surfaces using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- Representative tree top elevations will also be reported within each area.

Obstacle analysis will be completed to show potential obstacles that penetrate the approach surfaces to account for future vegetation growth.

Woolpert will develop and deliver a Microsoft Excel file containing information to all Obstacles that were collected that penetrate the Obstruction Identification Surfaces

- This spreadsheet will contain Northing, Easting, Elevation, Penetration
- Depth, Station, and Offset information

Runway 07 - Existing

- Part 77 Visual Approach Type A (20:1)
- No PAPI installation.

Runway 25 - Existing

- Part 77 Visual Approach Type A (20:1)
- VGSI OCS/LSCS-VASI (2-box) analysis will be truncated to the extent of the 18B Vertically Guided Surface/Imagery Limits of 4-miles, and an optional uplift to 8 miles due to terrain.

Areas of terrain that penetrate the specified OIS surface shall be contoured at 2-foot intervals.

Spot elevations will be provided on a 200' grid inside the specified Part 77 approach surface

- This grid will not be provided in obscured areas
- Areas of ground penetration will be captured at a 100 foot grid interval
- The outline of the limits of the ground penetrating the OIS surface is to be identified

All railroad and road centerlines will have a spot elevation where they cross the extended runway centerline and the exterior limits of the OIS surfaces.

The Part 77 Imaginary Surfaces shall show 50 foot interval contours which are labeled.

Delivery Schedule

Woolpert will deliver the final deliverables for this project no later than 180 calendar days from the date of a notice to proceed or the ability to acquire leaf-on imagery, if NTP is issued during leaf-off season. It is assumed that the notice to proceed is received in a timely manner to facilitate collection of imagery during leaf-on conditions. A formal project delivery schedule will be compiled based on project needs and negotiated prior to starting this project.

Fee Breakdown

The fee breakdown shown in the following table is based on Lump Sum progress billing. These fees are valid for 90 days from the date of this Statement of Work.

Fee Breakdown – Lump Sum	
Task Description	Fee
1.0 – Aeronautical Survey and AGIS Data Submittal	\$85,198.00
2.0 – Planimetric Mapping, Contours, Ortho-Photo	(included)
3.0 – Obstruction Analysis Part 77 Visual Approach Type A (20:1)	(included)
4.0 – PAPI OCS/LSCS up to 4 miles	\$4,225.00
Lump Sum Fee Total	\$89,423.00
5.0 – PAPI OCS/LSCS up to 8 miles	\$9,160.00
(Optional) Lump Sum Fee Total	\$98,583.00

Exhibit No. 1

Surface Analysis AOI and ALP Mapping Imagery Limits

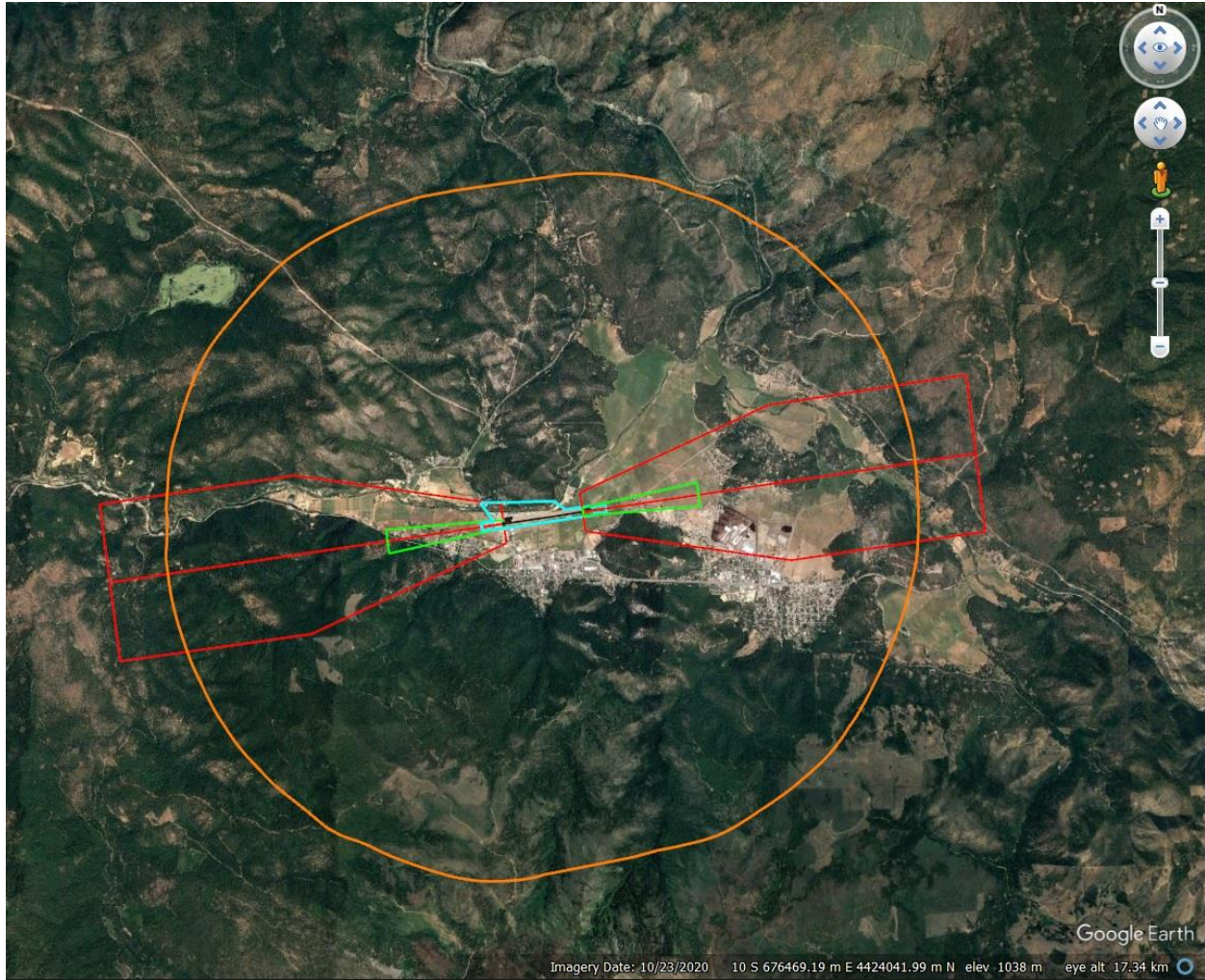


Exhibit No. 2

Planimetric Mapping Limits

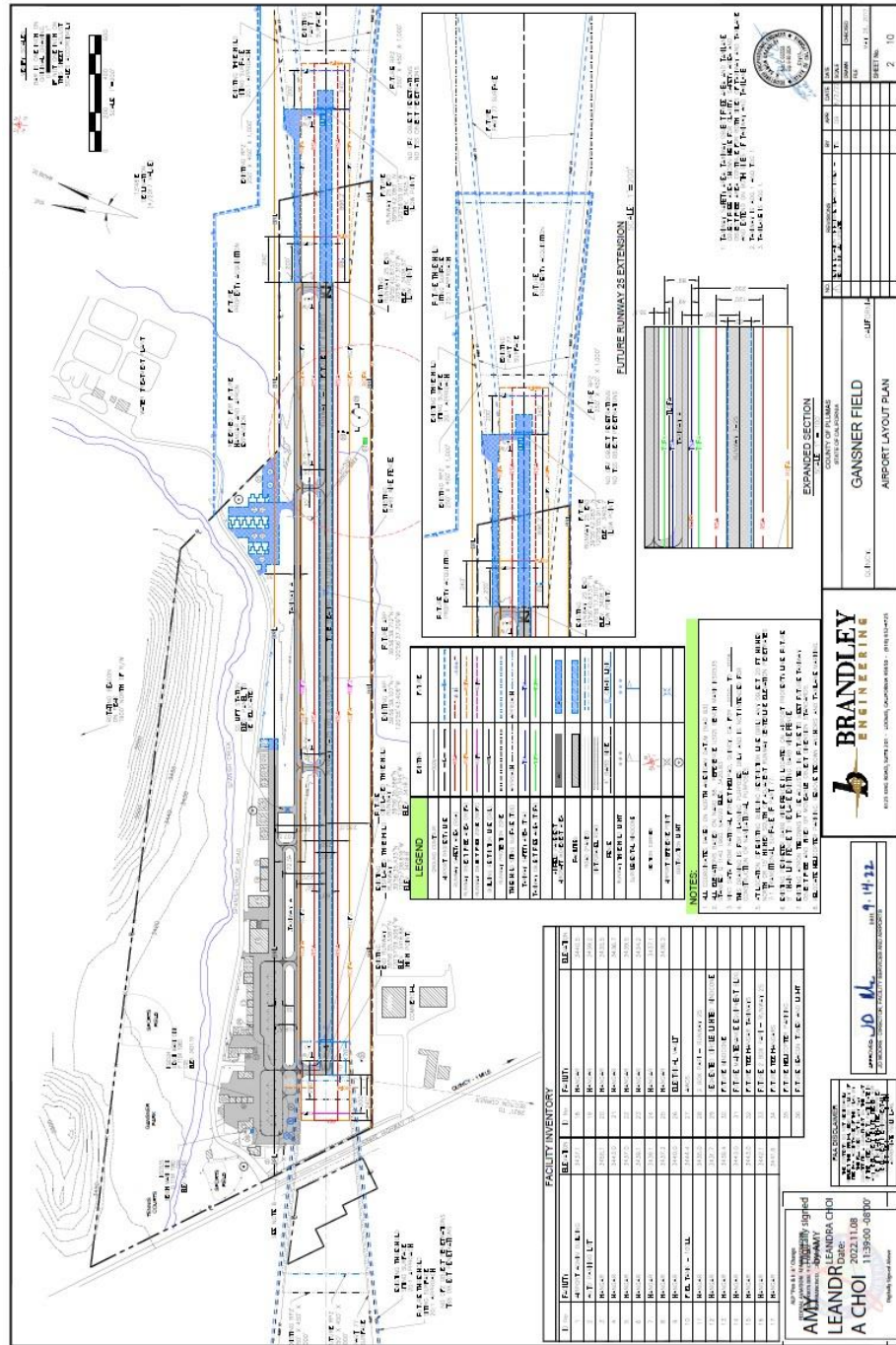


Exhibit No. 3 6" Ortho Limits

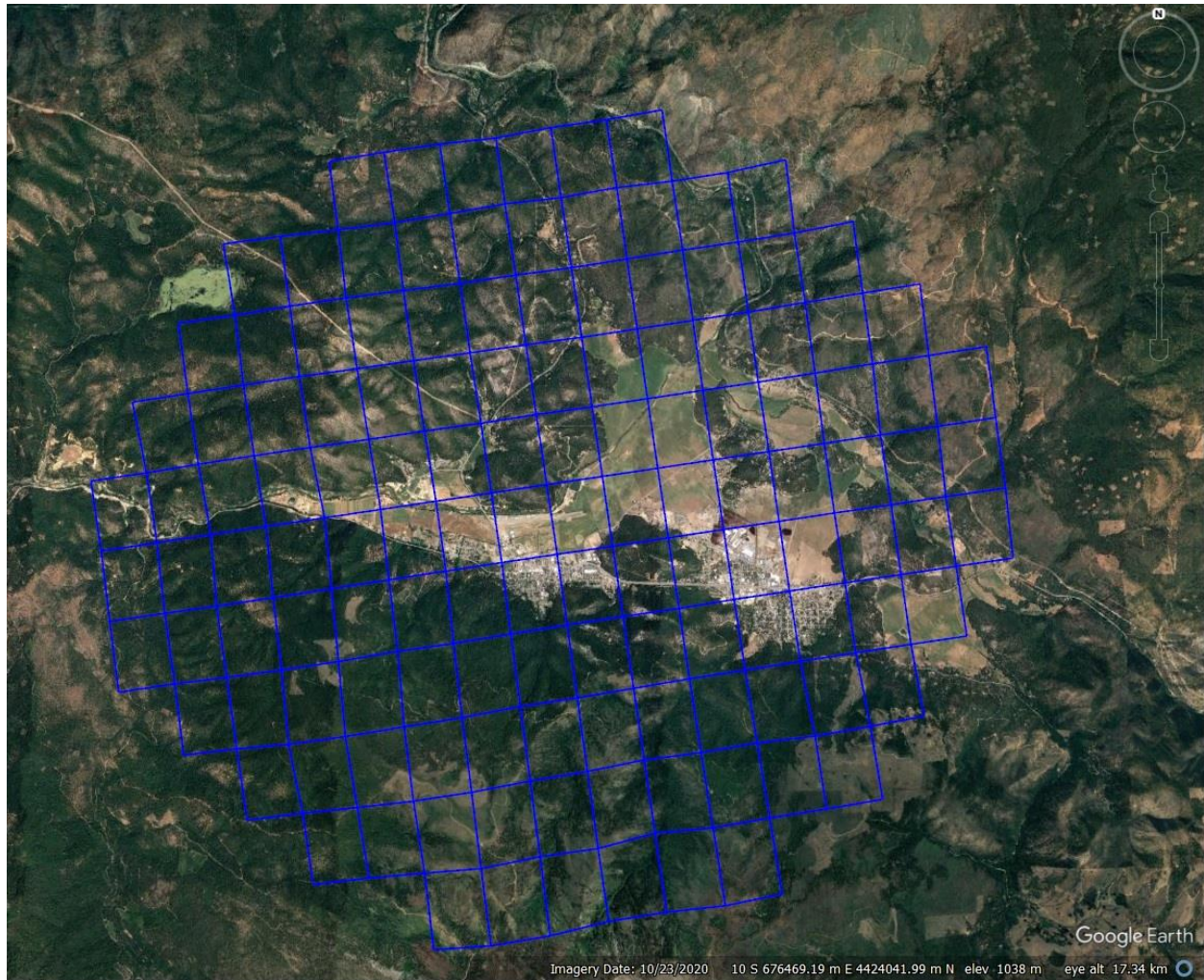


Exhibit No. 4

Table 2-1 Survey Requirements Matrix from AC 150/5300-18B

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Comments
Required Tasks V				
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	•	
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	•1	
Identify and survey any displaced threshold(s)	150/5300-18	•	•	
Monument displaced threshold(s)	150/5300-18	•1	•	
Document displaced threshold(s) location	150/5300-18	•	•	
Determine or validate runway length	150/5300-18	•	•	
Determine or validate runway width	150/5300-18	•	•	
Determine runway profile using 50 foot stations	150/5300-18	•2	•	
Determine runway profile using 10 foot stations	150/5300-18	•2	•	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•		
Determine and document the horizontal extents of any Stopways	150/5300-18	•	•	
Determine any Stopway profiles	150/5300-18	•	•	
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	•	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18	•		
Determine runway true azimuth	150/5300-18	•	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18		•	
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and associated data	150/5300-18			
Perform or validate and document an airport airspace analysis	150/5300-18	•	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•	
Collect or validate and document airport planimetric data	150/5300-18	•		
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•		
Perform or validate a topographic survey	150/5300-18	•	•4	
Collect and document runway and taxiway lighting	150/5300-18	•		

Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•		
Determine all Land Use to 65 DNL contour	150/5300-18	•		Not provided by Woolpert
Document features requiring digital photographs	150/5300-18	•	•	
Document features requiring sketches	150/5300-18	•	•	
Collect position and type of runway markings	150/5300-18	•		
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•		Not provided by Woolpert
Collect imagery	150/5300-17	•	•	
Provide a final Project Report	150/5300-16/18	•	•	

¹Only when runway construction is involved.

²All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

³Only required for the identified Category II and III special topographic survey³³

⁴For Cat II and III radar altimeter area or if specifically requested

Exhibit No. 4

AC 150/5300-18B Required Feature Collection Table (when applicable)

Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.10.	RunwayIntersection	X	
5.4.11.	RunwayLAHSO	X	
5.4.12.	RunwayElement	X	
5.4.18.	TouchDownLiftOff	X	
5.4.19.	MarkingArea (Runway only)	X	
5.4.20.	MarkingLine (Runway only)	X	
5.4.22.	Runway	X	
5.4.25.	RunwayBlastPad	X	
5.4.26.	RunwayEnd	X	
5.4.27.	RunwayLabel	X	
5.4.28.	Runway Safety Area Boundary (Existing)	X	
5.4.8.	RunwayCenterline	X	
5.4.9.	RunwayHelipadDesignSurfaces (Existing)	X	X
5.5.	Airspace		
5.5.2.	Obstacle	X	X
5.5.3.	ObstructionArea	X	X
5.5.4.	ObstructionIDSurface	X	X
5.8.	Geospatial		
5.8.	AirportControlPoints	X	X
5.8.9.	CoordinateGridArea	X	X
5.10.	Navigational Aids		
5.10.	Navaidequipment	X	X

Non-Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.1.	AircraftGateStand	X	
5.4.14.	Taxiwayholdingposition	X	
5.4.15.	AirportSign	X	
5.4.16.	Apron	X	
5.4.17.	Deicing Area (Existing)	X	
5.4.19.	MarkingArea (Off Runway)	X	
5.4.2.	AircraftNonMovementArea	X	
5.4.20.	MarkingLine (Off Runway)	X	
5.4.21.	MovementArea	X	
5.4.24.	RunwayArrestingArea	X	
5.4.29.	Shoulder	X	
5.4.30.	TaxiwayIntersection	X	
5.4.31.	TaxiwayElement	X	
5.4.4.	AirfieldLight	X	
5.4.5.	ArrestingGear	X	
5.4.7.	PassengerLoadingBridge	X	
5.5.	Airspace		
5.5.1.	LandmarkSegment	X	X
5.5.5.	RunwayProtectArea (Existing)	X	
5.7.	Environmental		
5.7.11.	Shoreline	X	X
5.7.12.	Wetland (no official delineation)	X	
5.7.3.	Flood Zone	X	X
5.7.5.	Forest Stand Area	X	X
5.7.7.	Noise Contour	X	X
5.8.	Geospatial		
5.8.10.	ElevationContour	X	X
5.8.11.	ImageArea	X	X
5.9.	Man Made Structures		
5.9.1.	Building	X	X
5.9.4.	Fence	X	

5.9.5.	Gate	X	
5.9.6.	Tower	X	X
5.13.	Surface Transportation		
5.13.1.	Bridge	X	X
5.13.2.	DrivewayArea	X	
5.13.3.	DrivewayCenterline	X	
5.13.4.	ParkingLot	X	X
5.13.5.	RailroadCenterline	X	X
5.13.6.	RailroadYard	X	X
5.13.7.	RoadCenterline	X	X
5.13.8.	RoadPoint	X	X
5.13.9.	RoadSegment	X	X
5.14.	Utilities		
5.14.1.	TankSite	X	



September 24, 2024

Mr. Nick Collin, Director
Facilities and Airports
Plumas County
198 Andy's Way
Quincy, California 95971

Subject: Gansner Field, Quincy, California
Airport Layout Plan Narrative with Updated ALP Drawings and
Airport Geospatial Information System (AGIS) Survey with
Obstruction Mitigation Plan
Proposal for Engineering Services

Dear Mr. Collin:

Plumas County has applied for a grant for the preparation of an Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan for Gansner Field, Quincy, California. We are pleased to present herewith our proposal for providing these engineering services.

This Airport Layout Plan will consist of all items set forth in FAA Advisory Circular 150/5070-6B, *Airport Master Plans*, including environmental considerations including a cultural resource survey, a detailed inventory of existing facilities, aviation forecasts, facility requirements based on demand/capacity evaluation, development and evaluation of possible alternatives, detailed Airport Layout Plans, facility implementation plan, and financial feasibility analysis. The plan will also conform to SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans*.

The purpose of this study is to prepare a comprehensive Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings to provide appropriate criteria and guidelines for future short-term, mid-term, and long-term development of the airport so as to satisfy aviation demands that are compatible with community development.

As part of this Airport Layout Plan Update, an Airport Geospatial Information System (AGIS) survey will be conducted to support the Airspace Analysis for approach and departure procedures into Runway Approach 7-25, along with the development of an Obstruction Mitigation Plan. Gansner Field currently does not have any AGIS survey information.

A Scope of Services for this study is as follows:

1. Project Scoping – Meetings will be held with the County and FAA to analyze the required scope of the project, identify the airport development issues to be addressed

in the study, determine scheduling of the study, and establish the required deliverables.

2. AGIS Survey and Obstruction Mitigation Plans - The AGIS Surveys will be prepared by Woolpert, Inc., in accordance with FAA Advisory Circulars 150/5300-16A, -17C and -18B. Woolpert, Inc., will be engaged to provide the complete AGIS surveys for this project. Woolpert is a well-known and experienced survey firm and is approved by FAA for AGIS surveys. A detailed scope of services and plan of action for this project has been obtained from Woolpert and is included as Attachment 1 to this Proposal.

Also included will be the development of an Obstruction Mitigation Plan that lays out planned mitigation for all identified obstructions.

3. Narrative Report – A Narrative Report will be prepared that includes:
 - ✓ Inventory of existing facilities.
 - ✓ Aeronautical forecasts (0-5, 6-10, & 11-20 years) to determine the need for new or expanded facilities.
 - ✓ Demand/Capacity Analysis and Facility requirements determination including evaluation of each component of the airport and its ability to accommodate the aviation forecast and compliance with FAA design standards.
 - ✓ Cultural Resource Survey and Preliminary Identification of Environmental Features
 - ✓ Alternatives/Proposed Development including evaluation of alternatives to correct deficiencies identified in the Facility Requirements analysis and identification of final proposed development and summary of non-standard conditions.
 - ✓ A Development Summary including projects completed since the last ALP, projects proposed for the next 5 years, projects proposed for the 6-10 year period, and projects proposed for the 11-20 year period including cost estimates.
4. Airport Layout Plan Set – The Airport Layout Plan set of drawings will be designed and drafted to meet all FAA requirements as included in the FAA Standard Operating Procedure (SOP) 2.0, *Checklist of Review and Approval of Airport Layout Plans*, and will include the following drawings:
 - ✓ Cover Sheet
 - ✓ Airport Layout Plan showing existing facilities, short-term proposed development, and ultimate development for the airport. The forecasts developed for operations and based aircraft will be used to develop this Airport Layout Plan. This plan will be updated to reflect the need to accommodate the forecast traffic indicated.
 - ✓ Data Tables including the wind rose, runway data tables, runway end data tables, and airport data tables. This information will provide the dimensional details of items shown on the Airport Layout Plan.
 - ✓ Terminal Area Layout Plan showing a large-scale plan of the terminal area facilities

- ✓ Airport Airspace Drawing. This drawing will depict the critical surfaces for this airport as defined by FAR Part 77 and as they relate to existing topography. This plan will also show the areas where existing ground penetrates the Part 77 imaginary surfaces.
 - ✓ Inner Portion of Approach Surface Drawing. This drawing will show the plan/profile of the approaches to Runway 8 and Runway 26 for existing conditions and will show all items that penetrate the imaginary surface (vegetation, buildings, utilities, etc.).
 - ✓ Airport Land Use Compatibility Plan. This drawing depicts a large scale view of the airport and surrounding area and the various recommended land uses for each area.
 - ✓ Airport Property Map/Exhibit A showing the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.
5. FAA and County Coordination - FAA & County coordination will be required at various steps throughout the development of the ALP and Narrative report to ensure FAA acceptance of the methodology and proposed development. This will include several zoom meetings to present various ALP related issues or development proposals, discuss proposed non-standard mitigation measures, the proposed development plan and negotiate FAA approval of the forecasts and ALP development plan.

The engineering fees for this project are summarized below:

Project Scoping	\$ 5,000
Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan	119,000
Narrative Report	61,000
Engineering During Construction and Project Closeout	76,000
FAA and County Coordination	<u>14,000</u>
Total – Not to Exceed	<u>\$275,000</u>

We include herewith our signed Supplemental Services Agreement No. 2 covering this work, which includes a total not to exceed fee of \$275,000. If this is satisfactory to the County, please have the Supplemental Services Agreement approved and provide us with a copy for our files.

We appreciate the opportunity of presenting this proposal and look forward to working with you on this project.

Very truly yours,



Melissa Brandley, CFO, Secretary

MSB:aw
Enclosures



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: October 8, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Susanville Auto Center for the fixed asset purchase of One (1) Mazda CX-5 and two (2) Ford Broncos; total not to exceed \$89,982.87; (No General Fund Impact) (ELC3); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Chair to sign a purchase agreement with Susanville Auto Center to purchase three replacement vehicles for the Senior Transportation and Senior Nutrition program in the amount not to exceed \$89,982.87.

Background and Discussion:

Senior Transportation and Senior Nutrition Division are in need of new vehicles to replace its aging fleet of vehicles. The Senior Transportation and Senior Nutrition Division is purchasing these vehicles to use for meal delivery and out-of-town travel.

Funding for these vehicles is coming from the ELC3 Funds and has been budgeted in the budget for fiscal year 24/25.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Susanville Auto Center for the fixed asset purchase of One (1) Mazda CX-5 and two (2) Ford Broncos; total not to exceed \$89,982.87; (No General Fund Impact) (ELC3); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) (ELC3)

Attachments:

1. Purchase Agreement

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 9/11/24

Vendor: Susanville Auto Center
704-485 Richmond Rd.
Susanville, Ca 96130

Tel: 1-530-257-5092

County: County of Plumas Department of PH - Senior Transportation
270 County Hospital Rd. #206
Quincy, Ca. 95971

Tel: 1-530-283-3546

Description: Purchase of One (1) Mazda CX-5 and two (2) Ford Broncos 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
\$ eighty nine thousand nine hundred eighty two and 87/100 Dollars (\$ 89,982.87)

Term: Agreement shall commence on upon execution and shall terminate on receipt of vehicles unless the Contract is terminated earlier.

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

VENDOR:

By: _____

Name: **Shane Barnes**

Title: **Salesperson**

Date Signed:

COUNTY:

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

By: _____

Name: **Greg Hagwood**

Chair, Board of Supervisors

Date signed:

ATTEST:

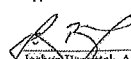
By: _____

Name: **Allen Hiskey**

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brantel, Attorney
Page 340 of 503

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 9/10/2024
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: (PLUMAS PLUMAS COUNTY SENIOR TRANSIT)
Address: 270 COUNTY HOSPITAL RD STE 206 City: Quincy State: CA Zip: 95971-9174
Home #: 530-283-3546 Work #: Cell #:
E-Mail: johnnrix@countyofplumas.com Work:

VEHICLE DESCRIPTION

Make: Mazda Model: CX-5 Year: 2023 Color:
Mileage: 15,624 Stock #: P0520A VIN: JM3KFBCM3P0185907

RETAIL PAYMENTS	
Down Pmt	0.00
1 Months	32,052.47

RETAIL OPTION

Selling Price	29,756.00
Rebate	0.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	29,756.00
Total Taxes	2,163.47
Total Fees	133.00
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	32,052.47

Guest Approval



Management Approval

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 9/10/2024
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: (PLUMAS PLUMAS COUNTY SENIOR TRANSIT)

Address: 270 COUNTY HOSPITAL RD STE 206 City: Quincy State: CA Zip: 95971-9174

Home #: 530-283-3546 Work #: Cell #:

E-Mail: johnrrix@countyofplumas.com Work:

VEHICLE DESCRIPTION

Make: Ford Model: Bronco Sport Year: 2023 Color: HOT PEPPER RED

Mileage: 7,696 Stock #: F1052A VIN: 3FMCR9B68PRD95446

RETAIL PAYMENTS

Down Pmt 0.00

1 Months	29,607.52
----------	-----------

RETAIL OPTION

Selling Price	27,436.00
Rebate	0.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	27,436.00
Total Taxes	1,995.27
Total Fees	176.25
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	29,607.52

Guest Approval



Management Approval

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 9/10/2024
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: (PLUMAS PLUMAS COUNTY SENIOR TRANSIT)
Address: 270 COUNTY HOSPITAL RD STE 206 City: Quincy State: CA Zip: 95971-9174
Home #: 530-283-3546 Work #: Cell #:
E-Mail: johnrnx@countyofplumas.com Work:

VEHICLE DESCRIPTION

Make: Ford Model: Bronco Sport Year: 2021 Color:
Mileage: 26,453 Stock #: F1145A VIN: 3FMCR9B60MRA68275

RETAIL PAYMENTS		
Down Pmt		0.00
1 Months		28,322.88

RETAIL OPTION

Selling Price	26,241.00
Rebate	0.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	26,241.00
Total Taxes	1,908.63
Total Fees	173.25
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	28,322.88

Guest Approval _____

Management Approval 



PLUMAS COUNTY LIBRARY DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: October 8, 2024

SUBJECT: Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The California State Library provides funding through the California Library Literacy Services (CLLS) program to help libraries provide literacy programs for their communities. This funding is specifically for adult and family literacy needs and covers subjects such as computer literacy, financial literacy, GED prep, basic reading and writing skills, basic math comprehension, dyslexia remediation, and other related topics.

The grant partially pays for salaries, supplies, and materials for specific programs run by the Plumas County Literacy Department. These expenses would otherwise come from the County's General Fund.

Action:

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 24-61, in the amount of \$25,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:

1. 3876 Award-Agreement FINAL
2. 3876 FINAL



August 22, 2024

Dora Mitchell
Plumas County Library
445 Jackson Street
Quincy, CA 95971

Dear Ms. Mitchell,

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues to provide \$7.32 million in California Library Literacy Services funding for Adult Literacy Services and Family Literacy Services.

Your total award amount for the 2024-2025 fiscal year beginning July 1, 2024, is:

- Adult Literacy Services: \$25,000
- **Total Award: \$25,000**

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: \$22,500**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2025. You must fully expend funds by September 30, 2024, in accordance with your approved budget on file with the State Library. Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines to ensure program expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [California Library Literacy Services Mission, Values, and Program Essentials](#). Additional California Library Literacy Services resources can be found on the [California Library Literacy Services website](#).

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov




The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Advisor Beverly Schwartzberg and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Lindsay Fuchs, lindsayfuchs@countyofplumas.com

Enc: Re: CLLS24-61: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Plumas County Library

THE BASICS – YOUR GRANT AWARD

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

Award #:	CLLS24-61
Library:	Plumas County Library
Total Award Amount:	\$25,000

APPROVED ALS BUDGET

Salary, Wages, and Benefits	\$25,000
Consultant Fees	\$ 0
Travel	\$ 0
Supplies & Materials	\$ 0
Equipment (\$5,000 or more per unit)	\$ 0
Services	\$ 0
Subtotal	\$25,000
Indirect	\$ 0
Grant Total	\$25,000

Start Date:	Upon execution
End Date:	June 30, 2025
It can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

Plumas County Library

CERTIFICATION

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

The claims the indicated allowance for the purposes of carrying out the functions stated in its California Library Literacy Services application and in Sections 18880-18883 of the California Education Code.

445 Jackson Street, Quincy, CA 95971

SIGNED

DATE

DocuSigned by:
Dora Mitchell
D7231E1A03BF428...

9/9/2024

Signature - Authorized representative

Dora Mitchell County Librarian

Typed/Printed Name and Title of Authorized Representative

DoraMitchell@countyofplumas.com

Email address of authorized representative

Plumas County Library

PROJECT INFORMATION:

Invoice #: CLLS24-61

Project Title: California Library Literacy Services

Grantee: Plumas County Library

Funding Start Date: Upon execution

Term Completion: June 30, 2025

Plumas County Library

Total Award: \$25,000

PAYMENT SCHEDULE:

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2024, in which the funds are awarded until September 30 of the following year.

	Total award
Initial Payment (90% of total award)	\$22,500
Final Payment (10% of total award)	\$2,500
Total:	\$25,000

REPORTING:

Libraries are required to submit a mid-year financial and narrative report and a final report. Reminder emails will be sent out beginning six weeks before the required report is due.

All required reporting materials will be located on the California State Library's [Manage Your Current Grant](#) website. The reporting schedule is detailed below.

Mid-Year Report	Due January 31, 2025
Final Report	Due September 30, 2025

NOTE: A budget modification form will be required for all budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31.



STATE-FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



TABLE OF CONTENTS

PROJECT SUMMARY	2
PROCEDURES and REQUIREMENTS	3
A. Term of the Agreement	3
B. Scope of Work	3
C. Budget Detail	3
D. Narrative and Financial Reports	4
E. Claim Form and Payment	5
EXHIBIT A: TERMS and CONDITIONS	7
EXHIBIT B: CERTIFICATION of COMPLIANCE FORMS	22
EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES	26



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Plumas County Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS24-61

This Award Agreement ("Agreement") is entered into on July 1, 2024, by and between the California State Library ("State Library") and Plumas County Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of \$25,000 through the process adopted by the State Library in administering such grants.

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



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2024, and ends June 30, 2025. The project's final expenditure date is September 30, 2025. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2025, and all eligible program costs must be incurred by this date.

B. Scope of Work

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

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

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

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2025
July 1 - June 30	Final Report Due	September 30, 2025

- 4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
- 5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
- 6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

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

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

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

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

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

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

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

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

Plumas County Library
Dora Mitchell
445 Jackson Street
Quincy, CA 95971
DoraMitchell@countyofplumas.co
m

[California State Library]
Allyson Jeffredo
[900 N Street
[Sacramento, CA 95814]
Allyson.jeffredo@library.ca.gov
916-603-6709

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

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

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

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

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

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

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

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

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

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide

any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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

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

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$25,000 and shall be expended/encumbered in the designated award period.

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

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

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.

- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

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

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

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
 - e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$22,500 upon execution of the agreement and submission of claim by the grantee organization.
 - o A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$2,500.

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

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

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

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with

that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$25,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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




EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in [Sections 18880-18883](#) of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
 - a. California Library Literacy Services programs must use the [Roles and Goals framework](#) to implement and evaluate their literacy services.
 - b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
 - c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
 - d. California Library Literacy Services programs must align with the following [program values](#):
 - i. California Library Literacy Services is library based;
 - ii. California Library Literacy Services is a core library service;
 - iii. California Library Literacy Services is learner-driven;
 - iv. California Library Literacy Services is community-focused;
 - v. California Library Literacy Services is volunteer-supported;
 - vi. California Library Literacy Services staff is professionally engaged; and
 - vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously



included in public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the [Family Literacy Evaluation Framework](#).

Certification

ORGANIZATION	
Name: Plumas County Library	Address (official and complete): 445 Jackson St. Quincy, CA 95971
PROJECT COORDINATOR	
Name: Dora Mitchell	
Email: doramitchell@countyofplumas.com	Phone: 530-283-6575
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Dora Mitchell	Title: County Librarian
Email: DoraMitchell@countyofplumas.com	Phone: 530-283-6575
Signature:  <small>D7231E1A03BF428...</small>	Date: 9/9/2024



Authorized Representative Signature

ORGANIZATION	
Name: Dora Mitchell	Address <i>(official and complete)</i> : 445 Jackson St. Quincy, CA 95971
AUTHORIZED REPRESENTATIVE	
Signature: <small>DocuSigned by:</small>  <small>D7231E1A03BE428</small>	Date: 9/9/2024
Printed Name of Person Signing: Dora Mitchell	Title: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: <small>Signed by:</small>  <small>BDA50981C41C416...</small>	Date: 9/6/2024
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



20 August 2024

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

Dear Grantee,

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO)
regarding sanctions in response to Russian aggression in Ukraine. The EO is located at
[https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-
Order.pdf](https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

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

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

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

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




**CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
1st PAYMENT**

Grant Award #:	CLLS24-61	Date:	9/9/2024
Invoice #:	CLLS24-61-01	PO #:	7625
Payee Name:	Plumas County Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	445 Jackson St. Quincy, CA 95971 Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	\$22,500 (Payable Upon Execution of Agreement)	Type of Payment:	<input checked="" type="checkbox"/> PROGRESS
Grantee Name:	Plumas County Library (Name on Award Letter and Agreement)		<input type="checkbox"/> FINAL
Project Title:	California Library Literacy Services		<input type="checkbox"/> IN FULL
			<input type="checkbox"/> AUGMENT
For Period From: upon execution to end of grant period			

CERTIFICATION

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

By 
DocuSigned by:
D7231E1A03BF428...

 (Signature of the Authorized Representative)
 Dora Mitchell

 (Print Name)

County Librarian

 (Title)

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

State of California, State Library Fiscal Office

ENY: 2024
 PURCHASING AUTHORITY NUMBER: CSL-6120
 COA: 5432000
 FAIN: LS or N/A

ITEM NO: 6120-213-0001, Chapter 22, Statutes of 2024
 REPORTING STRUCTURE: 61202000
 PROGRAM #: 5312

By 
DocuSigned by:
77928E5969EF401...

 (State Library Representative)

Date 9/10/2024

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Plumas County

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE**DocuSigned by:
Dora Mitchell
037004E1410005F400...**DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

PLUMAS COUNTY RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE GRANT FUNDING AGREEMENT NUMBER CLLS 24-61**

WHEREAS, the Plumas County Library has been selected to receive grant monies in the amount of \$25,000 through the California State Library and the California Library Literacy Services under Award Agreement number CLLS 24-61; and

WHEREAS, the Agreement to receive these funds requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the California Library Literacy Services Program; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and receive and expend funds regarding these grant monies;

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under Agreement number CLLS 24-61 and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel.

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors:

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Josh Brechtel, Interim County Counsel
MEETING DATE: October 8, 2024
SUBJECT: Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Recommendation:

Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Background and Discussion:

Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Action:

Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Fiscal Impact:

Follow up from the discussion on October 1, 2024. County Counsel was directed to provide a letter with Notice of passage of resolution and request for renegotiation of AirBnB contract; discussion and possible action.

Attachments:

1. AirBNB Notice to Legal
2. AirBNB Notice to Tax



BOARD OF SUPERVISORS

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

October 8, 2024

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
San Francisco, CA 94103
tax@airbnb.com

Re: Notice of Ordinance Establishing the Feather River Tourism Marketing District

Dear Sir/Madam:

This letter serves as formal notice that Plumas County has passed an ordinance (Ord. # 2020-8528) on October 6, 2020, establishing the Feather River Tourism Marketing District (FRTMD) to be in effect until December 31, 2025. Included with this establishment are a commensurate levy of assessments to fund the benefit to businesses in the FRTMD. We are formally notifying you of its existence and would like to engage with your representative to develop an amended contract which includes the collection for the new assessments as you have done with several other counties.

As you are aware, Plumas County Municipal Code § 3-4.03 imposes a Transient Occupancy Tax (TOT) on persons staying in hotels, motels, and other lodging establishments in Plumas County. Under the terms of our agreement, Airbnb collects and remits the TOT for bookings made through your platform. We would also request that you include the assessment in your collection efforts.

The County feels that you would be authorized to collect any assessments as you have done in Madera and Riverside counties, for example, with an amendment to our current agreement.

In light of the above issues, the County hereby requests that a meeting be scheduled within the next 30 days with our CAO, Debra Lucero (debralucero@countyofplumas.com, or 530-283-6446), to discuss expanding Airbnb's TOT collection and remittance process to include the

FRTMD assessments. The County values Airbnb as a business partner and looks forward to expanding our relationship.

Please confirm receipt of this letter and your availability to meet.

Sincerely,

Greg Hagwood, Chair, District 4
Board of Supervisors



BOARD OF SUPERVISORS

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

October 8, 2024

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street
San Francisco, CA 94103
legal@airbnb.com

Re: Notice of Ordinance Establishing the Feather River Tourism Marketing District

Dear Sir/Madam:

This letter serves as formal notice that Plumas County has passed an ordinance (Ord. # 2020-8528) on October 6, 2020, establishing the Feather River Tourism Marketing District (FRTMD) to be in effect until December 31, 2025. Included with this establishment are a commensurate levy of assessments to fund the benefit to businesses in the FRTMD. We are formally notifying you of its existence and would like to engage with your representative to develop an amended contract which includes the collection for the new assessments as you have done with several other counties.

As you are aware, Plumas County Municipal Code § 3-4.03 imposes a Transient Occupancy Tax (TOT) on persons staying in hotels, motels, and other lodging establishments in Plumas County. Under the terms of our agreement, Airbnb collects and remits the TOT for bookings made through your platform. We would also request that you include the assessment in your collection efforts.

The County feels that you would be authorized to collect any assessments as you have done in Madera and Riverside counties, for example, with an amendment to our current agreement.

In light of the above issues, the County hereby requests that a meeting be scheduled with our CAO, Debra Lucero (debralucero@countyofplumas.com, or 530-283-6446), within the next 30 days to discuss expanding Airbnb's TOT collection and remittance process to include the

FRTMD assessments. The County values Airbnb as a business partner and looks forward to expanding our relationship.

Please confirm receipt of this letter and your availability to meet.

Sincerely,

Greg Hagwood, Chair, District 4
Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: October 8, 2024
SUBJECT: Follow up from the discussion on October 1, 2024. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Recommendation:

Follow up from the discussion on October 1, 2024. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Background and Discussion:

Follow up from the discussion on October 1, 2024. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Action:

Follow up from the discussion on October 1, 2024. Plumas County Board of Supervisors response to the Grand Jury Report; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Plumas County Responses to Grand Jury FY2324

GRAND JURY RESPONSES

- R1. The Grand Jury recommends that the BOS contact the State Controller's Office for assistance in streamlining the operations of the Treasurer/Tax Collector by October 1, 2024.

Response: The Board does not agree. On May 7, 2024, after hearing comments on the matter, the Board decided unanimously that this matter should be tabled for an indeterminate time in order to see how the new processes that had been recently put in place would help.

- R2. The Grand Jury recommends that the BOS direct the Treasurer/Tax Collector to use the option within the Investment Policy to reinstate the Treasurer Oversight Committee by November 1, 2024.

Response: The Board of Supervisors agrees to place this matter on the agenda for October 8, 2024, for a vote on the reinstatement of the Treasurer Oversight Committee.

- R3. The Grand Jury recommends that the BOS follow the recommendations from CLA including the hiring of a fiscal officer or administrative assistant to assist the CAO's office by October 1, 2024.

Response: The Board of Supervisors agrees. Request in budget for fiscal officer already in the recommended budget for the fiscal year of 2024 and 2025.

CPS RESPONSES

- R1. The Grand Jury recommends that the CPS policy manual be completely reviewed and rewritten including an Index, Table of Contents and be electronically available by June 2025.

Response: The Board of Supervisors agrees. The Acting Social Services Director has begun organizing these items as outlined in the Acting Social Services Director's Response to the Grand Jury and the Board is optimistic that the review and rewrite will be completed by June 2025.

- R2. The Grand Jury recommends that the website include a complete report to the BOS and the public on the status of CPS by October 2024.

Response: The Board of Supervisors agrees. Please see the Acting Director's Response to the Grand Jury.

- R3. The Grand Jury recommends that the MOU currently in place with other agencies be followed as written.

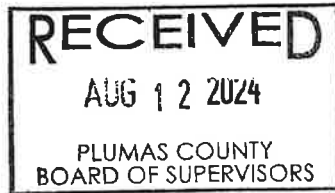
Response: The Board of Supervisors agrees. Please see the Acting Director's Response to the Grand Jury. Additionally, the Board has directed the Acting Director of Social Service to review and abide by the MOU's.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctic@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259



COPY

August 9, 2024

VIA HAND-DELIVERY

Honorable Douglas Prouty
Presiding Judge
Superior Court of California
County of Plumas
520 Main Street, Room 104
Quincy, CA 95971

Re: RESPONSE TO 2023-2024 PLUMAS COUNTY GRAND JURY FINAL REPORT
ISSUED JUNE 4, 2024

Dear Judge Prouty:

I offer this response to the 2023-2024 Plumas County Grand Jury Final Report in my capacity as the County's Treasurer-Tax Collector. The Report includes an 8-page analysis of my office. The analysis contains many inaccuracies, but I limit my response presently to the following findings and recommendations. I make this submission pursuant to California Penal Code section 933, which sets dates for certain responses to Grand Jury reports. Based on a release date of June 12, 2024, my response on behalf of an agency of the County is due within 60 days of release, or August 9, 2024.

What is most concerning about this report is not the multitude of inaccuracies, but rather that the Grand Jury omitted to contact anyone at the Treasurer/Tax Collector's office. To the extent that a supplemental report may be filed, I invite the Grand Jury to consider a special session for the presentation of questions to my office for direct response to the Grand Jury and inclusion in the report.

My responses follow.

Findings:

Finding F1: The Treasurer/Tax Collector failed to use the software of the county's system (Tyler Munis) resulting in an inability to communicate with the Auditor, Assessor and CAO offices digitally.

Response: The Tyler Munis software was set-up incorrectly so that the Interest Apportionment would not work. A "work around" was created in Microsoft Access that enabled the Treasurer to communicate with the Auditor, Assessor, and CAO offices digitally. The Treasurer's office is dedicated to moving forward with updated technology and processes. The Tyler Munis software for treasury management will be implemented and the Treasurer's office is moving forward with investment software Sympro.

Finding F2: Audited financial statements and audits to the State Controller's Office have not been filed on time negatively affecting the county's ability to secure financing for projects.

Response: Financial audits are a responsibility of the Auditor's office. The Treasurer has no control or influence over when the audits are filed.

Finding F3: Single Audit Reports (SAR) for agencies with federal funds have been filed late impacting Public Works transportation projects and grant applications funded by federal dollars.

Response: Financial audits, including the Single Audit Reports, are a responsibility of the Auditor's office. The Treasurer has no control or influence over when the audits are filed.

Finding F4: The Treasurer/Tax Collector has not managed the investments of special districts leaving them with financial uncertainty and lower amounts of return.

Response: The Treasurer manages the Plumas County Investment Pool, which includes all county funds and those funds of special districts. The Treasurer ensured that all special districts received their funds based on average daily balance, but the payments were delayed.

Finding F5: The Treasurer/Tax Collector has failed to implement a system to collect taxes from Airbnb preventing the county from collecting all taxes due from all lodging facilities.

Response: The Treasurer's office has Megabyte Tax software that collects the Transient Occupancy Tax for lodging providers and short term rentals, including AirBnb.

Recommendations:

Recommendation R4: The Grand Jury recommends that the mission statements, and policies and procedures be updated in the Assessor's office, the Auditor Controller's office, and the Treasurer/Tax Collector's office by December 1, 2024.

Response: The mission statements, policies, and procedures of the Treasurer's Office are not the problem. Any revisions would divert time and resources from issues of software implementation, tax collection, and distribution of payments.

Recommendation R5: The Grand Jury recommends that all job descriptions in Treasurer/Tax Collector, Auditor and Assessor offices include experience and competencies in using digital platforms by June 30, 2025.

Response: This request is ambiguous and the Treasurer is not sure what is being recommended. The Treasurer is not an employee, but is an elected official. I have certain duties and responsibilities that I was elected to perform as determined by the legislature. If my duties and responsibilities are to change, that change must come through the legislature.

Recommendation R6: The Grand Jury recommends that the conversion to the use of digital platforms in the above stated offices be completed by December 1, 2024.

Response: The Treasurer is moving forward with the implementation of the Tyler Munis software and the Sympro software.

Recommendation R7: The Grand Jury recommends that the Treasurer/Tax Collector enforce the current TOT ordinance requiring all lodging providers to hold TOT certificates by October 1, 2024.

Response: The Treasurer currently does and has always enforced the current TOT ordinance. All lodging providers are issued certificates, a welcome letter, and the Transient Occupancy Ordinance.

I also share three administrative details.

First, the immediately prior Grand Jury Report detailed extensive county-wide issues and problems affecting multiple agencies. There is no follow-up in this report regarding any of those topics and matters.

Second, the Treasurer-Tax Collector has initiated an *ex parte* application pursuant to Government Code section 31000.6, which addresses conflicts of interest on the part of County Counsel and how to resolve them. It may be that the filings in that case may be of interest to the Grand Jury as it considers the source and quality of information. The application is a public record (Plumas County Superior Court case no. CV24-00119).

Honorable Douglas Prouty

August 9, 2024

Page 4

Third, and relatedly, multiple County elected officials (including the Treasurer-Tax Collector) combined to draft and sign a letter involving budgetary matters within the County. It is enclosed. It is dated June 18, 2024, shortly after the issuance date of the Grand Jury Report. The letter describes a crisis within the County that is not addressed in the Report.

Very truly yours,

A handwritten signature in cursive script that reads "Julie A. White".

Julie White
Treasurer-Tax Collector
County of Plumas

Enclosure

cc: Board of Supervisors (with enclosure) (information copy as required by statute)

June 19, 2024

An Open Letter to the Plumas County Board of Supervisors and All Plumas County Residents

Subject: 2024-2025 Plumas County Recommended Budget

We, the undersigned, are a coalition of elected officials who share a common mission to provide for and protect the health, safety and well-being of all Plumas County residents. Collectively, we represent 208 years of residence in Plumas County and 121 years of combined public service to this community, demonstrating our shared connection, investment and commitment to Plumas County. Our knowledge and experience represent decades of participation in county budget cycles, and compliance with the practices, statutes and requirements of the county budget process.

The County Budget Act (Government Code sections 2900-29144) sets forth the Plumas County Board of Supervisors' overarching responsibility over Plumas County's budget and finances. However, the County Administrator Officer (CAO) serves as the County Budgetary Officer and develops the Recommended Budget for the Board of Supervisor's approval. The 2024-2025 Recommended Budget, like the prior year, proposes increased expenditures without the revenue to pay for them, and it is balanced by one-time fixes with no concrete, sustainable long-term financing strategy.

For the Board to merely rubber stamp this budget without rigorous assessment, inquiry and a real plan for course correction, is the equivalent of sentencing the county to a certain future of furloughs, lay-offs, and exposure to risk, further reducing the County's capacity to provide basic services to our residents.

Furthermore, the June 18, 2024 Memorandum to the Board of Supervisors (Budget Memo) regarding the Fiscal Year 2024/2025 County Budget contains serious Factual Errors that have been repeated in a June 12, 2024, Budget Overview Document to the Plumas County Management Council (PCMC, a group of county department heads), in statements to the Plumas Sun, and in Board of Supervisors meetings. The Budget Memo fails to provide the Board of Supervisors and the public with a progress report of solutions already implemented over the last year to increase revenues or reduce expenditures. It regurgitates the same narrative from the past eighteen months by pointing a finger to others for responsibility to provide solutions that "need(s) to be addressed by the leadership team". Absent is a clear roadmap from the CAO/County Budgetary Officer with best practices such as documented timelines, objectives, strategies and measures for success to assure the county's progress towards that future.

Factual Error 1: *"Transitioning to a true Recommended Budget by June 30, 2024 is a significant change for the County."* – June 18 Public Hearing Budget Memo. *"The county rolled over its budget as the Recommended Budget for seven consecutive years. It is new to everyone this year"* – June 12, 2024 Budget Overview Document sent to PCMC., *"Not a rollover budget"* - reported by Plumas Sun

Correction: The frequent use of the term "rollover" budget is misleading. It falsely represents that the 2024-2025 Recommended Budget is an extraordinary departure from lack of attention over the past seven years. This is simply not true and has detracted from focusing on serious budget issues that need to be solved. This year's budget process is not "new to everyone". A review of Recommended Budgets from 2018-2023, shows line items and summaries across sources of funds (revenues) and uses of funds (expenditures) were not systematically and summarily carried over from each previous budget. Many of us worked with the county budget teams during those past 7 years in question. It is insulting to imply that the

hard work to develop departmental and overall recommendations for each year's adopted budget from 2018-2023 was simply never done.

While the Board may have adopted a general status quo from a previous budget, especially during extended periods of crises, it is standard practice to begin with a prior year budget as a starting basis and adjust for known variables to develop a Recommended Budget. Let this be clear: Plumas County has not had the exact same, or "rollover" Recommended Budget for the last 7 years, as evidenced in the list of Resolutions below.

Each of these Resolutions from prior to the current CAOs tenure states, "The recommended budget has been modified as a result of meeting with departments in order to constitute the Recommended Budget for [the upcoming Fiscal Year]," and was passed by a vote of the Board of Supervisors and signed by the Board Chair, attesting to the fact these were not "rollover" budgets without assessment, analysis or changes.

Factual Error 2: *"Remember we are recommending a budget three months earlier than Plumas has done."*
- June 12, 2024 Budget Overview Document sent to PCMC. *"We're adopting this budget three months earlier than usual, which is a push,"* - [The Plumas Sun](#). *"Part of this commitment is to move up the adoption of our Recommended 2024-2025 Budget to June 30, 2024, with a final supplemental budget adopted by Oct. 2,"* - [June 18 Public Hearing Budget Memo](#).

Correction: The Plumas County Board of Supervisors has, in fact, adopted a Recommended Budget by June 30 of each year, **as verified by the Resolutions below (with hyperlinks) for seven previous Fiscal Years, Adopting the Recommended Budget, prior to June 30, every year from FY 2017-2018 through FY 2023- 2024.** This has been the historical practice. Subsequently, Plumas County has also approved a final Adopted Budget by October 2 of each year. The FY 2024-2025 budget process is the exact same as it has always been. So, this year's budget timeline is **not** three months earlier than usual, as stated repeatedly.

1. [Resolution No. 23-8821 - Adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for FY 2023-2024.pdf \(civicplus.com\)](#)
2. [Resolution No. 22-8712 - Adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for FY 2022-2023.pdf](#)
3. [Resolution No. 21-8598 - Adopting the Recommended Budget for Plumas County & the Dependent Special Districts for FY 2021-2022.pdf](#)
4. [0400_001_1.pdf \(plumascounty.us\)](#), Resolution 20-8494 Adopting Recommended Budget for 2020- 2021
5. [4260_001.pdf \(plumascounty.us\)](#), Resolution 19-8408 Adopting Recommended Budget for 2019- 2020
6. [3522_001.pdf \(plumascounty.us\)](#), Resolution 18-8346 Adopting Recommended Budget for 2018- 2019
7. [3110_001.pdf \(plumascounty.us\)](#), Resolution 17-8264 Adopting Recommended Budget for 2017- 2018

According to the County Budget Act (Gov. Code, §29000–29144), counties must adopt their budget according to one of two methods. One method requires the Board of Supervisors to first approve/adopt a preliminary budget by June 30, (i.e. Recommended Budget), which provides expenditure authority for the start of the new fiscal year, and then formally approve/adopt the final budget by October 2 (i.e. Adopted Budget). The other method, created by Senate Bill 1315 (Bates, Chapter 56, Statutes of 2016) allows the Board to formally adopt the budget by June 30 of each year, with no need to first approve an interim budget.

The Resolutions above are evidence that Plumas County has, in fact, followed the annual practice of adopting a Recommended budget by June 30 and passing a final Adopted Budget by October 2. To say the current budget process seeks to, “move up the adoption of our Recommended 2024-2025 Budget to June 30, 2024 with a final supplemental budget adopted by Oct. 2,” implies the process that has been in place for decades, including the last seven years, has never occurred. The facts show the timeline of the 2024-2025 Recommended (by June 30) and Adopted (by October 2) Budgets is not at all “new”, but is in fact status quo for Plumas County.

Factual Error 3: *“As in previous years, the FY24-25 Budget will spend more funds than are collected/received in the fiscal year and is relying on our existing fund balance to cover the shortfall.”* June 18 Public Hearing Budget Memo. *“This is a historic trend, that needs to be addressed throughout the leadership team of the County to reimage & build a budget and actual plan to align current year revenues and expenditures sustainable into the future.”* - June 12, 2024 Budget Overview Document sent to PCMC.

Correction: It is true that Plumas County has used Fund Balance to close prior budget gaps, but budget advisors during several years without a CAO worked to keep use of fund balance to far below \$1M to balance annual budgets. However, it is **not** a historic trend, except for FY 2023-2024, to massively deplete the General Fund Balance in excess of \$10 Million (as stated in the June 12 Budget Overview Document to PCMC), which represents nearly 18% of the total \$57.6M General Fund expenditures. This presents an easy, albeit short-sighted and absurd, solution to today’s budget deficit.

Furthermore, the County Administrative Officer is the County’s Budgetary Officer. It is this position’s responsibility to have worked over the prior Fiscal Year with county department heads, staff and the community, to arrive at recommend a responsible 2024-2025 budget that does not expose the County to significant financial risk in the coming years. If this matter “needs to be addressed throughout the leadership team of the County,” addressing this matter should have been the top priority and in process for the last several months of 2024-2025 budget development. Depleting our dwindling assets and putting off real solutions for yet another fiscal year will only make the future more difficult for the county.

Instead of inaccurately criticizing past budget practices or normalizing the easy, but risky, practice of extensive reliance on fund balance once again to close a budget shortfall, the county needs a legitimate Budget process and plan beginning with the 2024-2025 Recommended and Adopted Budget.

The CAOs Budget Memo and 2024-2025 Recommended Budget:

1. Propose to close a staggering \$10.3 Million General Fund (detailed in June 12 Budget Overview Document to PCMC) deficit by relying solely on reducing the Fund Balance in the General Fund, instead of realizing cost saving or increased revenue from solutions that were implemented in the prior year to be budgeted in 2024-2025. The liberal use of Fund Balance as the answer to annual overspending is fiscally irresponsible and leaves the county at great financial risk.

2. Fail to demonstrate real, recurring revenue solutions to close an expected annual deficit of \$10M or more, due to proposed permanent increases in ongoing expenditures.
3. Are completely absent of required processes to formalize increases to compensation, such as negotiated changes to bargaining unit Memorandums of Understanding and amended salary schedules approved by the Board of Supervisors, inviting complexity, confusion and liability.
4. Will quickly exhaust the County General Fund Balance and cripple the county's financial sustainability in the near and long term, putting essential services and continuity of county operations at risk.

The 2024-2025 Recommended Budget is the result of a process void of the experienced budgetary leadership required for such a task. It reveals a lack of understanding regarding the basic financing and administration of government. Anyone can be elected to the Board of Supervisors, but a CAO must have solid local government financial and administrative experience as the foundation to understanding how to move a county forward in a positive manner. Without that, a Board can be led in a direction that could ruin a county and its future.

For the past two years Clifton Larsen Allen (CLA) consultants have been necessarily relied upon to develop and prepare the County Budget. It is evident to those of us working closely on the budget process that there may not be a budget without CLA involvement. As a result, it is undetermined if the CAO has acquired the skills over the past two years of working with consultants, to conduct and develop a comprehensive budget process on their own in 2024-2025 and beyond.

By sending this letter, we are not just correcting the record of factual errors presented on behalf of the county regarding the County Budget. We are sounding the alarm that the county is facing an existential crisis that is a threat to its sheer survival, and it needs your leadership.

We ask that the Board of Supervisors seek to increase your own individual understanding of the County Budget Act, Board of Supervisors' roles County Budget Process, and learn from how several other counties manage their budgets in a year-round process. This will prepare you to ask better questions, collect unbiased information, make good decisions, and guide the budget process towards our community priorities instead of being led blindly down a path with no clear destination.

We ask that you lead Plumas County into the coming year by focusing less on misinformation and shortcuts to balance the county budget, and more on increasing accountability for a collaborative, transparent and responsible budget process that ensures our budgets reflect our priorities: a safe, healthy and vibrant community for the people we serve and future generations. We are counting on you, and we will support you in service to the community.

With great respect and mutual concern for the future of Plumas County,



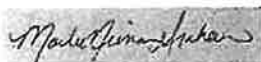
David Hollister, District Attorney



Todd Johns, Sheriff



Cindie Froggatt, Assessor



Martee Nieman Graham, Auditor



Julie White, Treasurer Tax Collector



Mimi Hall, Supervisor-Elect

PLUMAS COUNTY AUDITOR/CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442
Martee Graham • AUDITOR/CONTROLLER



August 5, 2024

Honorable Judge Douglas Prouty

Judge of the Superior Court- County of Plumas

520 Main Street, Rm 104

Quincy, CA 95971

Re: Response to the 2023/2024 Plumas County Civil Grand Jury Report

Honorable Judge Prouty,

In response to the Final Report prepared by the Plumas County Grand Jury, 2023-2024 term, please consider this a response to the Recommendations.

Finding

F2 And F3. The Auditor Controller number one priority is to complete all overdue audits and become timely with the current year audit. When I started with the Auditor in April 2022, the office was already behind in audits. The backlog was caused by multiple issues including covid, Dixie Fire and staff turnover. We are still attempting to fill the role of Assistant Auditor Controller whose primary duty is the year-end process and preparation of financial statements, including the single audit, as well as many other responsibilities. With that said, the Auditor Controllers office has been able to complete two audits since I was appointed Auditor in October 2022. We are currently working diligently to complete all entries for fiscal year 22/23 and upon completion of those entries we will start year end entries for fiscal year 23/24. It is our goal to complete both audits for fiscal year 22/23 and 23/24 before March 31, 2025.

Response

R4. As of the writing of this response, the mission statement for the Auditor Controller Office has been updated and submitted to the CAO for inclusion for the FY24/25 County budget.

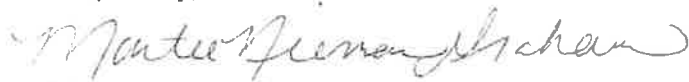
Policy and procedures issued by the Auditor Controllers Office are updated when the need for change arises. The Auditors Controllers Office stands ready to work with any departments who feel current policy and procedures are outdated. We are currently unaware of any requests of policy and procedure changes that are under the authority of the Auditor Controllers Office.

R5. The Auditor Controllers Office is willing to work with Human Resources to update and review all job descriptions in the Auditor Controllers Office. Any updates to job descriptions for any county positions require the involvement of Human Resource department.

R6. The Auditor Controller Office is utilizing digital platforms to complete its work. There are plans to increase the use of our existing digital platforms, such as Tyler Munis, to implement digital workflows for all claim processes including accounts payable and payroll. However, these improvements are not the most pressing needs at the current time. They are on our list of projects, and we will do our best to get them implemented in the future. December 1, 2024, is an unrealistic date for the level of complexity involved in these projects, in addition, these projects will require the involvement of many departments, much setup and a lot of testing before they can be implemented.

The office of the Plumas County Auditor Controller would like to thank the 2023-2024 members of the Grand Jury for their time and dedication in reviewing the financial procedures of the Plumas County departments. It is our desire to provide the citizens in our county with transparent financial information. The staff in this office work hard and are, dedicated to providing timely, accurate and meaningful financial information on the fiscal affairs of county government to the officials of Plumas County, department heads, and the public, with the highest level of professionalism. We appreciate the opportunity to address any questions and provide further explanation as needed.

Respectfully,

A handwritten signature in cursive script, appearing to read "Martee Nieman Graham".

Martee Nieman Graham

Plumas County Auditor/Controller

Phone (530) 283-6249 FAX (530) 283-6442

Cc. Honorable Board of Supervisors, Karen Pierson, Foreperson, Plumas County; County Administrative Officer

Keeping All Our Children Safe; It Takes a Village

Plumas County Child Protective Services has always worked with many agencies in the community, from the Plumas County Sheriff's Department to Plumas County Behavioral Health and Plumas County Public Health. We partner with other community agencies such as Plumas Unified School District (PUSD), Plumas County Community Development Commission (PCCDC), Plumas Crisis Intervention Resource Center (PCIRC), Plumas Rural Services (PRS) and many others. Without our partners, we could not provide adequate services and supports for the families in the community. AB 2083 will provide a platform for these agencies to connect and make determinations on what services and support will best meet the needs of the most vulnerable in our community. Those more specific needs are traditionally known as 'wrap around' services within Child Welfare.

In recent years, Child Protective Services has held monthly in-person meetings with key personnel throughout the various agencies. The Sheriff's Department attends to discuss any cross reporting of Suspected Child Abuse Reports (SCARs), common families, or more concerning cases. These meetings include the CPS Program Manager and all CPS Social Workers, in addition to a Public Health Nurse. However, in more recent months, since April 2024 specifically, CPS has taken an active role in tracking every SCAR that is sent to the Plumas County Sheriff's Department to ensure that no child falls through the cracks. This ensures every report is reviewed and then receives proper follow-up. Further, each agency, Child Welfare and Plumas County Sheriff's Department, is tracking the outcomes of the SCAR and any resulting reports (regarding families) to determine what support and services would benefit the family.

The CPS Program Manager, CPS Social Work Supervisor and Child Welfare Attorney will be providing training to all Plumas Unified School District (PUSD) Principals and Vice Principals in the fall regarding SCARs. CPS hopes to provide a clearer understanding of how to fill out the Suspected Child Abuse Report, how they are reported to CPS, how they are investigated, or not, and what happens once an allegation is made to CPS.

Plumas County CPS is state mandated to use licensed evidence-based tools that tell them how to handle SCARs and cases based on information that is entered into the respective Database, whether it be Structured Decision Making (SDM) or SafeMeasures (*Evident Change*). Social Workers do not make arbitrary decisions about cases or SCARs. The outcome of how the SCAR is handled is based on several different aspects: the facts of the SCAR, the allegations made in the SCAR, whether the family has previous CPS history, and other factors. These evidence-based tools indicate how quickly the social worker should respond to the SCAR. All cases follow a similar decision-making format—information is fed into a database for the licensed program and an assessment is completed on a family that assists a social worker in making the state approved decision for the case, as well as assisting social workers with

developing a case plan with the family. CPS staff meetings are held weekly where staff discuss each of their cases, any Emergency Response required, the outcomes of any SDM tools, cross reporting to other agencies, and SCARs. These meetings are attended by all social workers, the social work supervisor, the Program Manager, and the Public Health Nurse.

CPS Policies and Procedures – Response to Conclusions of the Grand Jury

- There is no information in the CPS Policies/Procedures manual identifying the date the Policies and Procedures manual was signed by the Director of the department.

The CPS Policies and Procedures manual are typically updated and signed by the Director when the state updates a specific state policy that requires the agency to update the manner in which it functions (Division 31 Regulations). For example, Family Finding and Engagement. When an All-County-Letter (ACL) is received regarding how this activity it to be conducted, then it is incumbent on CPS to change the way their practices and procedures are conducted to comply with the All-County-Letter.

- The manual contains approximately 22 documents, most dated from 2007 to 2019; four documents have been put into the manual since the GJ started its investigation of CPS.

Yes, when the process for SCARs was updated, this change was entered into the Policy and Procedure manual, as were other procedure changes made. Further, CPS is in the process of reviewing all Policies and Procedures to update ALL policies and procedures to ensure they are current and up-to-date with the Director's signature (See Attachment 1).

- There is no Index or Table of Contents in the Policies/Procedures manual

As this is a fluid document and changes are made when All-County-Letters are issued by the state, the Department of Social Services does not typically use an Index or Table of Contents for this manual as it changes; however, a Table of Content will be added.

- Items not considered Policies such as Response Plans and Memoranda are found in the manual.

The Department will review the contents of the manual to ensure the contents are policies and procedures; as previously stated, the Department will be reviewing and revising all policies and procedures (See Attachment 1).

- There is no policy for keeping the manual updated

The Department will review the manual yearly and ensure the manual is updated; however All-County-Letters are issued from the state as laws, regulations, and policies

change, therefore, the manual is a fluid document and may not change unless changes are made at the state/federal level (Division 31 Regulations).

- The first meeting to set up the mandated Memorandum of Understanding (MOU) per AB2083 (passed in 2019) was not held until February 2024, a year after the MOU was put into place in Plumas County and 3 months after the GJ started its investigation of CPS.

Information on AB2083 was not received from the state until 2020. There were meetings of the various agencies between 2021 and 2022 attempting to develop a joint document. There was an AB2083 meeting on February 1, 2024, attended by the Acting Director of CPS. At that time, the Acting Director on behalf of CPS was not aware of the investigation by the GJ. Further, at the time the meeting was set up and scheduled was purely based on the needs of the community and the individuals who desperately needed the services and supports.

There was a AB2083 Virtual Regional Convening held on February 29, 2024, this was attended by the Director of CPS, Neal Caiazzo, and the Deputy Director, Debbie Wingate, as well as the Foster Care Liaison, and Director of Behavioral Health, Sharon Sousa, and others.

There was an AB2083 ILT meeting on March 7, 2024.

There was an AB2083 ILT meeting on May 23, 2024.

There was an AB2083 ILT meeting on June 21, 2024.

In July 2024, the AB2083 MOU Committee met and determined they needed an additional committee to meet more frequently to determine the needs and services of the youth and adults of the community. The original AB2083 MOU Committee would remain intact with Directors or designees who would meet quarterly unless needed more frequently to discuss systemic issues that impact the system as a whole; or unless one of the members of the group contacted the 'coordinator' for a meeting.

The smaller group would meet more frequently, the System of Care group, and would utilize a universal release of information signed by the client and/or adult if a child for the committee to discuss their case.

- There is no reference in the policy and procedure manual about AB 2083 or the Memorandum of Understanding signed in 2023.

The introduction of AB 2083 would not necessarily impact the day-to-day operations of CPS as the day-to-day operations of CPS are mandated by Division 31

Regulations of California which are the State's Policies and Procedures for Child Welfare (Division 31).

Staff of CPS already interact and have open dialogue with other agencies about cases on a daily basis with a client release of information. If there are issues with communication, these are resolved immediately by a supervisor or Program Manager, not necessarily by AB2083. Therefore, there is no need for a policy regarding AB2083, nor the MOU in the policy and procedure manual, rather staff education and training should have occurred at the signing of the joint MOU.

- There has been no education or training concerning the Memorandum of Understanding

Plumas County Social Services will ensure all staff are trained and made aware of the significance of AB2083 and the MOU. The Acting Director attends AB2083 Committee meetings and the Social Work Supervisor will attend other applicable Committee meetings.

- There have been discussions about AB2083 and the Memorandum of Understanding at staff meetings which the Director of Social Services did not attend

The previous Director's attendance at any staff meetings where AB2083 or the Memorandum of Understanding was discussed is unknown at this time; however, Plumas County Social Services will ensure all staff are trained and made aware of the significance of AB2083 and the MOU moving forward. The Acting Director attends AB2083 ILT Committee meetings and the Social Work Supervisor will attend other applicable Committee meetings.

- Employee's names are sometimes used in a P/P, rather than a title or job description

The Department will review the contents of the manual to ensure the contents are policies and procedures; as previously stated, the Department will be reviewing and revising all policies and procedures (See Attachment 1).

Findings-Response to Findings of the Grand Jury

F1. The CPS Policies and Procedures do not include concise and usable information leaving staff little direction how to perform their job duties.

CPS Policies and Procedures are based on California Division 31 Regulations and All-County-Letters that are received by the state. The information contained in the ACL's are interpreted

into procedures for social workers to practice their job functions. The information contained in the policy may not appear usable to a lay person if they are not familiar to the language utilized in child welfare.

F2. There are no Policies/Procedure on training or education of CPS Staff Members.

The state mandates the requirements for training and education of CPS Staff Members (Division 31 Regulations), a training plan is submitted to the state each year by the Program Manager outlining the expected training for each staff. Therefore, a policy on staff training or education in the policy and procedure manual is not requirement and would be redundant.

F3. CPS does not follow what is outlined in policy leaving the manual with no value.

CPS uses the manual as a policy and process handbook to guide and assist the Department and its Social Workers in their day-to-day tasks. We disagree with the finding that the manual "has no value."

F4. The Policies/Procedures manual does not have any Policy/Procedures on specific handling of SCARS.

As discussed previously, the way CPS handles SCARS is determined by Division 31 Regulations and Evidence Based Tools (Division 31). Each SCAR is handled separately and is unique by its set of facts and allegations. The outcome of how the SCAR is treated is based on the evidenced based tool and would be fact based. As stated previously, CPS will be reviewing and rewriting all policies and procedures, to include investigations and intakes (SCARS) and will review this information on a yearly basis for consistency with Division 31 regulations and to ensure SCARS are handled in an unbiased manner and in accordance with the facts and allegations set forth in the SCAR.

F5. The Director of Social Services is not involved with the CPS department leaving them with little oversight and guidance.

The Director of Social Services at the time of the writing of this report has retired. The current acting Director is involved with the CPS department and is providing oversight and guidance.

Recommendations

R1. The Grand Jury recommends that the CPS policy manual be completely reviewed and rewritten including an index, Table of Contents and be electronically available by June 2025.

The Department will review the contents of the manual to ensure the contents are policies and procedures; as previously stated, the Department will be reviewing and revising all policies and

procedures. The Department will review the manual yearly and ensure the manual is updated; however, Division 31 Regulations are reviewed and All-County-Letters are issued from the state as policies or practices change, therefore, the manual is a fluid document and may not change unless changes are made at the state/federal level. The new manual will include an index, and/or a Table of Contents and will be electronically available by the June 2025 deadline (See Attachment 1).

R2. The Grand Jury recommends that the CAO review the administrative structure of the Department of Social Services to assure adequate supervision is provided by December 2024.

The Director or Acting Director will meet with the CAO to determine if the administrative structure of the Department of Social Services has adequate supervision to sustain and adequately run the department to meet the needs of the community.

R3. The Grand Jury recommends that the website include a complete report to the BOS and the public on the status of CPS by October 2024.

The Acting Director shall provide the CAO, BOS, and publish on the website a report that indicates the status of CPS by October 2024.

R4. The Grand Jury recommends that the MOU currently in place with other agencies be followed as written.

The AB2083 Committee and subcommittee have every intention to continue to meet in accordance with the spirit and intent of AB2083, but more importantly to meet the needs of the community and families of Plumas County.

Associated Works

"The Data For Equity Model." *Evident Change*, 7 Dec. 2023, evidentchange.org/what-we-do/data-for-equity-model/.

"Letters/Regulations." *Child Welfare Services Regulations - Division 31*, California Department of Social Services, 2024, www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/child-welfare-services-regulations.

"SDM Model in Child Protection." *Evident Change*, 19 July 2024, evidentchange.org/assessment/structured-decision-making/child-welfare/.

Attachment 1: Scope of Work for Consultation Project between UC Davis Human Services and Plumas County to Revise and Develop Policies for Child Welfare Services (August 1, 2024)

ATTACHMENT 1**Scope of Work for Consultation Project between UC Davis Human Services and Plumas County to
Revise and Develop Policies for Child Welfare Services**

August 1, 2024

Project Overview: This project aims to address the recommendation from the Grand Jury report highlighting the need for Plumas County Child Welfare Services (CWS) to re-write its policies and procedures (P&Ps). The report found that the current P&Ps are outdated, inconsistent, and lack proper documentation. This project will involve a comprehensive review, reformatting, and updating of all existing CWS policies and procedures, as well as the development of necessary new policies, and training staff on the policies.

Objectives:

1. Deliver up to 240 hours of support for policy and procedure development, as outlined below under "Funding." Additional hours may be contracted for as needed.
2. Develop a county policy and procedure template and process, including necessary dates and signatures.
3. Review and rewrite all existing CWS policies and procedures to ensure compliance with Division 31 regulations and All County Letters.
4. Advise county regarding storage of updated policies in an accessible and user-friendly intranet system.
5. Train CWS staff on the new policies and procedures to enhance their understanding and implementation.

Scope of Work:

UC Davis Human Services will coordinate this project, using instructor resources who are skilled in county child welfare practice and policy development. The project involves reviewing existing policies and procedures (P&Ps) provided by Plumas County Acting Director Debbie Wingate to identify gaps and inconsistencies and ensure compliance with Division 31 and All County Letters. A

new policy template will be created for the county to use, and all existing policies will be rewritten using this template, ensuring they are signed by the Director and include a table of contents.

New policies will be developed where gaps are identified, and all policies will be kept up-to-date. Updated policies will be stored on the intranet system for easy access, and the county policy analyst will be trained on policy development for ongoing maintenance. Child welfare leadership and staff will be engaged in the revisions of existing policies or development of new ones as needed. Ongoing consultation will be provided to ensure smooth implementation, working closely with direct workers and supervisors to ensure practical application of the new policies.

Up to 240 hours of support may be provided through the existing funding sources below. Additional support may require an additional contract.

Funding:

Plumas County is able to use their UC Davis Custom Training and Services Training Units for this consultation project. The county currently has:

Child Welfare Contract: 4 Training Units = 64 Hours

Eligibility Contract: 11 Training Units = 176 Hours

Total = 240 Hours Virtual Consultation

Hours beyond this allocation may require an additional consultation contract.

Timeline:

September 1, 2024: Plumas County response due to Grand Jury

June 30, 2025: Deadline to use the existing county training units. Consideration for expanded contract if needed.

October 1, 2025: All policies are re-written and submitted to the Grand Jury

Tracking and Reporting:

- Track time and use of CTS units.
- Create a shareable online file system for sample county policies and the revised or new policy drafts
- Provide regular updates to the County regarding contract utilization and policy development progress.

This scope of work outlines the collaborative effort between UC Davis Human Services and Plumas County to enhance the effectiveness and compliance of CWS policies and procedures, ensuring better outcomes



PLUMAS COUNTY BOARD OF SUPERVISORS MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: October 8, 2024

SUBJECT: Follow up discussion from October 1, 2024. Plumas Unified School District Resolution No. 1654 Imposing Level 1 School Development Impact Fees on Residential, Commercial, and Industrial Building Permits within the District's Boundaries, Effective November 10, 2024; discussion and possible action.

Recommendation:

Follow up discussion from October 1, 2024. Plumas Unified School District Resolution No. 1654 Imposing Level 1 School Development Impact Fees on Residential, Commercial, and Industrial Building Permits within the District's Boundaries, Effective November 10, 2024; discussion and possible action.

Background and Discussion:

On July 17, 2024, the Level 1 Developer Fee Justification Study was before the Plumas Unified School District Board with a presentation by Chris Terry, Capitol Public Finance Group, LLC, who is the District's consultant.

On August 14, 2024, the Plumas Unified School District Board discussed and held a public hearing on the matter, noticed in the Mountain Messenger on August 1, 2024, and August 8, 2024. No public comment was received during the public hearing.

On September 11, 2024, the Plumas Unified School District Board discussed and held a public hearing on the matter, noticed in the Mountain Messenger on September 5, 2024, with a unanimous vote to adopt Resolution No. 1654 imposing Level 1 school development impact fees on residential, commercial, and industrial building permits within the District's boundaries, effective November 10, 2024. It is unknown if public comment was received at the hearing on September 11, 2024, as the meeting minutes have not been published at the time of publication of this Board report.

On September 23, 2024, Chris Terry, Capitol Public Finance Group, LLC, emailed Tracey Ferguson, Plumas County Planning Director to communicate the following:

Good afternoon, Tracey. The Plumas Unified School District adopted its resolution number 1654 adopting its development impact fee on new development within the District boundaries. The District's development impact fees take effect on November 10, 2024. Since this is the initial formation of the District's development impact fee program I wanted to reach out to confirm that the Plumas County Planning Department will route all new building permits on and after November 10, 2024 for residential, commercial and industrial construction through the District so they may review the building permit and collect the appropriate fee, if applicable. The District's development impact fee program includes an exemption for reconstruction of homes damaged by natural disasters. The District's development impact fees are as follows:

Residential - \$5.17 per sqft.

Commercial/Industrial - \$0.84 per sqft.

Rental self-storage - \$0.17 per sqft.

Please provide confirmation of this message and let me know if you have any questions.

****END OF EMAIL****

Note, California Education Code Sec. 17626 states:

(a) A fee, charge, dedication, or other requirement authorized under Section 17620, whether or not allowable under Chapter 6 (commencing with Section 66010) of Division 1 of Title 7 of the Government Code, may not be applied to the reconstruction of any residential, commercial, or industrial structure that is damaged or destroyed as a result of a disaster, except to the extent the square footage of the reconstructed structure exceeds the square footage of the structure that was damaged or destroyed. That square footage comparison shall be made, in the case of a commercial or industrial structure, on the basis of chargeable covered and enclosed space, as defined in Section 65995 of the Government Code, or, in the case of a residential structure, on the basis of assessable space, as defined in Section 65995 of the Government Code.

(b) The following definitions apply for the purposes of this section:

(1) "Disaster" means a fire, earthquake, landslide, mudslide, flood, tidal wave, or other unforeseen event that produces material damage or loss.

(2) "Reconstruction" means the construction of property that replaces, and is equivalent in kind to, the damaged or destroyed.

On September 23, 2024, Director Ferguson spoke to Supervisor Hagwood and asked him if he had awareness of the recently imposed Plumas Unified School District school development impact fees. He said no and notified Director Ferguson that he would direct an item be added to the October 1, 2024, Board of Supervisors meeting agenda to discuss the September 11, 2024, Plumas Unified School District Board adopted Resolution No. 1654.

On September 24, 2024, Tracey Ferguson, Plumas County Planning Director, replied to Mr. Terry's email directing her comments to Acting Superintendent Melissa Leal, stating she had no prior awareness that the District conducted a school development impact fee analysis process, and as a result, adopted a resolution to impose school impact fees that materially affects the way Plumas County processes residential, commercial, and industrial building permits. Director Ferguson notified Acting Superintendent Leal that Chair Hagwood directed an item be added to the October 1, 2024, Board meeting agenda to discuss the September 11, 2024, Plumas Unified School District Board adopted Resolution No. 1654 and associated information, and invited her or a member of District staff to attend the October 1, 2024, Board of Supervisors meeting to respond to questions and comments from the Board, County staff, and the public concerning Resolution No. 1654, Level 1 Developer Fee Justification Study (August 2024), County and City outreach, public outreach, and the hearing process conducted by the District.

On September 24, 2024, Director Ferguson spoke to Mr. Terry and asked him several questions for context.

On September 24, 2024, Director Ferguson spoke to Supervisor Engel and asked him if he had awareness of the recently imposed Plumas Unified School District school development impact fees. He said no.

On September 24, 2024, Director Ferguson spoke to Susan Scarlett, Interim City Manager, City of Portola and asked her if she had awareness of the recently imposed Plumas Unified School District school development impact fees. She said no.

On September 24, 2024, Acting Superintendent Leal replied to Director Ferguson thanking Director Ferguson for sharing the County's concerns with the District, and that while the District staff is not available to attend the Board meeting on October 1, 2024, the District values input from both the County and the City and would like to address these concerns directly. The District proposed to schedule a working meeting with applicable City and County staff and leadership and any other individuals that should be involved. The dates proposed for an in-person meeting include October 21, 2024, any time after 10:00 a.m. and October 23, 2024, any time after 10:00 a.m.

On September 25, 2024, Director Ferguson replied to Acting Superintendent Leal stating the concept of a working group meeting will be brought to the Board for discussion on October 1, 2024, under the Board of Supervisors agenda item with October 21, 2024 and October 23, 2024 as the preferred dates for an in-person

meeting, and continuing, that the County supports the participation of the City of Portola in the discussions.

Further, Director Ferguson stated the County is concerned about the administration of such a fee but more so the economic ramifications of making development cost prohibitive. She explained the Level 1 Justification Study contains inaccurate projected residential development within the District's boundaries in context of the number of units projected to be constructed over the next ten years versus the maximum planned residential development capacity (i.e., Portola Highlands at 1,005 units and Portola 192 at 189 units). Therefore, the number of students projected to be generated is inflated by the projected residential development dwelling unit count inaccuracies, which results in flaws in the developer fee justification and facilities cost per square foot.

Lastly, Director Ferguson, stated the County appreciates the District's comments about valuing input from both the County and the City in addressing the concerns directly, and that it will likely take some time beyond the date of November 10, 2024, when the school impact fees, pursuant to the resolution, is set to go into effect.

With that said, Director Ferguson requested that Acting Superintendent Leal add an agenda item to the District's regularly scheduled October 9, 2024, Board meeting, placing Resolution No. 1654 in abeyance until such time the County and City can meet with the District to address the administration of the school impact fees and Level 1 Justification Study issues, among others.

Action:

Discuss Plumas Unified School District Resolution No. 1654 and take action(s) at the discretion and direction of the Board of Supervisors.

Fiscal Impact:

Unknown at this time, for example, administrative costs to General Fund County departments such as the Building Department, associated with processing the school development impact fees.

Attachments:

1. PUSD_ResNo1654_SchoolImpactFees_AssociatedInfo

**RESOLUTION NO. 1654
OF THE
PLUMAS UNIFIED SCHOOL DISTRICT**

**ADOPTING AND IMPLEMENTING A LEVEL 1 DEVELOPER FEE LEVIED ON
RESIDENTIAL DEVELOPMENT AND LEVYING FEES ON COMMERCIAL AND
INDUSTRIAL DEVELOPMENT TO FUND THE CONSTRUCTION AND
RECONSTRUCTION OF SCHOOL FACILITIES**

WHEREAS, pursuant to Government Code section 65995 and Education Code section 17620 the Plumas Unified School District ("District") may levy a fee on all residential, commercial, and industrial development within the District boundaries, to fund the construction or reconstruction of school facilities; and

WHEREAS, the District has a facilities plan which states an overall vision for new school construction in order to meet the needs of District students; and

WHEREAS, the District has performed a study to assess the impact on the District's facilities from residential, commercial, and industrial development and established a nexus between such development and the need for funding to construct and improve schools; and

WHEREAS, there is a continuing and urgent need for expansion and reconstruction of school facilities due to the impact of new residential construction as well as commercial and industrial development; and the State Allocation Board has established the maximum fee that can be levied by a school district is \$5.17 per square foot of habitable residential development and \$0.84 per square foot for commercial and industrial development for chargeable covered and enclosed space, which sums shall be used to fund the delivery of improvements to the District's facilities and construct new facilities; and

WHEREAS, the District conducted a public hearing to discuss the proposed developer fees for residential and commercial/industrial development and has considered the comments provided therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the District shall levy fees on new residential development at \$5.17 per square foot for all new residential development within the District boundaries, in accordance with Education Code section 17620.

BE IT FURTHER RESOLVED, that the District shall levy fees levies on new commercial and industrial development at \$0.84 per square foot on new commercial and industrial development, except rental self-storage facilities which will be charged \$0.17 per square foot of new construction, in accordance with Education Code section 17620.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Plumas Unified School District (the "Board") authorizes District staff to give notice to the City of Portola, the County of Plumas, and other applicable agencies, of the Board's adoption and implementation of this Resolution by serving a copy of the Resolution to each agency and by requesting that no building permits and no certificates of occupancy for residential, manufactured homes, mobile homes, commercial or industrial construction be issued without certification from the District that the specified fees, including any subsequent increases authorized by the State, have been paid.

BE IT FURTHER RESOLVED, that the District preserve a separate account where in all developer fees, including those fees collected pursuant to this Resolution will be deposited

and the District shall review and provide the Board a report on the reconciliation of that account every fiscal year.

BE IT FURTHER RESOLVED, that if the District has unexpected or uncommitted fees within five (5) years of collection of those fees, the District will make the statutorily required findings or refund those fees.

BE IT FURTHER RESOLVED, that the developer fees established by this Resolution, including any increases for inflation as authorized by the State, shall be collected prior to the issuance of a building permit on each eligible unit.

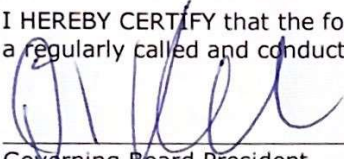
PASSED AND ADOPTED at a regular meeting of this board this 11th day of September of 2024, by the following vote:

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed and adopted at a regularly called and conducted meeting held on said date.



Governing Board President
Plumas Unified School District

Ayes: Cline, Edlund, Harrison, Kelle, Read

Noes:

Absent:



LEVEL 1 DEVELOPER FEE JUSTIFICATION STUDY

AUGUST 2024



Capitol | PFG

Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
T (916) 641 2734
F (916) 921 2734
www.capitolpfg.com

DEVELOPER FEE JUSTIFICATION STUDY

TABLE OF CONTENTS

SECTION 1: EXECUTIVE SUMMARY	1
SECTION 2: PURPOSE OF THIS STUDY.....	2
SECTION 3: HISTORY OF DEVELOPER FEE LAW	3
SECTION 4: CURRENT LEGAL AUTHORITY FOR DEVELOPER FEES	5
SECTION 5: DISTRICT DEMOGRAPHIC INFORMATION.....	6
COMMUNITY DEMOGRAPHICS.....	6
DISTRICT DESCRIPTION	6
DISTRICT SCHOOL SITES.....	8
SECTION 6: DISTRICT ENROLLMENT AND CAPACITY.....	9
HISTORICAL ENROLLMENT OF THE DISTRICT	9
DISTRICT CAPACITY	9
NEW DEVELOPMENT	10
STUDENT GENERATION RATE.....	11
SECTION 8: FACILITIES NEEDS	13
ANTICIPATED FACILITIES NEED	13
SECTION 9: DEVELOPER FEE JUSTIFICATION.....	14
RESIDENTIAL DEVELOPMENT AND FEE ANALYSIS.....	14
RECONSTRUCTION/REDEVELOPMENT.....	15
COMMERCIAL/INDUSTRIAL DEVELOPMENT AND FEE ANALYSIS	15
SECTION 10: FINDINGS.....	18
ESTABLISHMENT OF A COST NEXUS	18
ESTABLISHMENT OF A BENEFIT NEXUS	18
ESTABLISHMENT OF A BURDEN NEXUS	18
SECTION 11: IMPLEMENTATION OF THE FEES	19
DISTRICT BOARD APPROVAL	19
NOTIFICATIONS	19
FEE ACCOUNTING	19
APPENDIX A: 5 YEAR HISTORICAL ENROLLMENT	I
APPENDIX B: SAMPLE NOTICE OF PUBLIC HEARING	II

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 1: EXECUTIVE SUMMARY

This study is intended to update the developer fee imposed by the Plumas Unified School District (the "District"). This report summarizes an analysis of the need for construction and reconstruction of school facilities to accommodate students from new development within the District's boundaries and documents a reasonable relationship between new development, the fee, and the facilities to be funded.

Education Code section 17620 authorizes school districts to levy a fee against any development project for the construction or reconstruction of school facilities as long as the district can show justification for levying of fees.

In January 2024, the State Allocation Board adjusted the maximum statutory fee to \$5.17 per square foot of residential construction and \$0.84 per square foot of commercial/industrial construction. This study supports the adoption of a developer fee by the District up to the statutory fees established by the State Allocation Board.

Upon the submittal of this study to the District, it is incumbent upon the District's Governing Board (the "Board"), assisted by staff, to review and evaluate the report for accuracy and agreement with the conclusions presented. Once the Board is satisfied that the fee adjustment recommendations are valid, the Board shall accept and consider public input. After accepting this input, the Board shall vote to approve findings and a resolution to set the appropriate fees.

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 2: PURPOSE OF THIS STUDY

The purpose of this Developer Fee Justification Study is to comply with the provisions of Education Code section 17620 in relation to the levy and collection of developer fees. This study will substantiate that there is a “reasonable relationship”, or nexus, between residential, commercial, and industrial development projects and the cost to provide adequate school facilities for the students generated from those developments. It will identify the expected revenue derived from fees from those developments; identify other potential sources of revenue for facilities (and their viability); and identify the additional students projected to enroll in district schools as a result of these development projects. As required by Government Code sections 66000 through 66003, this report will also:

- ◆ Identify the purpose of the fee;
- ◆ Identify how the fee is to be used;
- ◆ Determine how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed; and
- ◆ Determine a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.
- ◆ A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to new development in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.

Additionally, as required by Government Code section 66016.5(a), effective January 1, 2022, this report (i) identifies the existing level of service for each school facility, (ii) identifies the proposed new level of service, and (iii) explains why the new level of service is appropriate.

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 3: HISTORY OF DEVELOPER FEE LAW

Education Code section 17620 (AB 2926, Chapter 887/Statutes 1986), stipulates that “the Governing Board of any school district is authorized to levy a fee, charge, dedication, or other forms of requirement against any development project for the construction or reconstruction of school facilities.” To levy and collect developer fees, a school district must show the correlation (or “nexus”) between new residential, commercial and industrial development and the need for new school facilities.

Developer fees were originally established in 1987 with a maximum fee of \$1.50 per square foot of new residential construction and \$0.25 per square foot of new commercial/industrial construction. This maximum amount is reviewed and adjusted every two years by the State Allocation Board (SAB) based on the statewide Class B Construction Cost Index. The SAB raised the maximum fee at its January 2024 meeting to \$5.17 per square foot of residential and \$0.84 per square foot of commercial/industrial development.

Developer fees may be used to finance new schools and equipment, and to reconstruct existing facilities in order to maintain adequate housing for all of the District’s students. Other legitimate uses of developer fees include, but are not limited to: interim housing, site acquisition, replacement of aged or inadequate portable classrooms, and housing for class-size reduction. Up to three percent of the fees collected may be used to defray the administrative costs incurred by the District in collecting these fees. Uses of the fees which are specifically prohibited by law are: regular or routine maintenance of facilities, asbestos abatement incidental to construction or reconstruction, and deferred maintenance programs.

Additionally, Government Code section 66008 (SB 1693, Chapter 569/Statutes 1996, effective January 1, 1997) mandates that school districts be specific on the intended use of the fees to be collected in their fee justification documents and include the general locations of new school facilities and estimated construction timelines in the report. These timelines, however, are influenced by many factors including actual (as opposed to projected) phasing of new development, eligibility for and availability of State School Facility Program (“SFP”) funds and availability of local funding.

In August 1998, the Governor signed into law Senate Bill 50 (“SB 50”), also known as the Leroy Greene School Facilities Act of 1998. This bill made major changes in the State Facilities Program as well as developer fee mitigation for school districts in California. The passage of SB 50 repealed all locally imposed fees authorized by local ordinances and instituted the collection of three levels of developer fees.

- ◆ Level 1 fees are the current statutory fees (also referred to as “Stirling Fees”) allowed under Education Code section 17620.
- ◆ Level 2 fees are outlined in Government Code section 65995.5, and allow school districts to impose higher fees on residential construction if certain conditions are met. This level of developer fees is subject to a School Facility Needs Analysis based on Government Code section 65995.6.
- ◆ Level 3 developer fees are outlined in Government Code section 65995.7, and may be implemented by a district if the State certifies that there is no money available for facilities.

In June of 2006, Assembly Bill 2751 was passed which added the criteria that a fee is prohibited from including the cost attributable to existing deficiencies in public facilities. In the case of a school district, this would mean that existing capacity deficits could not be added

DEVELOPER FEE JUSTIFICATION STUDY

to the facilities funding required from future development. In the following Report, this is demonstrated in the calculations by not including any existing capacity deficit.

SECTION 4: CURRENT LEGAL AUTHORITY FOR DEVELOPER FEES

- ◆ Government Code section 66001 specify a variety of requirements regarding the collection and use of developer fees, some of which are stated in previous sections of this report, and include:
 - The identification of the purpose of the fee.
 - The identification of the use of the fee.
 - The determination of a reasonable relationship between the fee's use and the type of development project being assessed.
 - The determination of a reasonable relationship between the need for the public facility and the type of development project being assessed.

SECTION 5: DISTRICT DEMOGRAPHIC INFORMATION

The Plumas Unified School District sits in the Northeastern area of California and holds 1.2 million acres of National forest along the Sierra Nevada and Cascade mountain ranges. The District includes four main communities and their outlying areas; Quincy, Chester, Greenville, and Portola. The only incorporated city within the District boundaries is Portola, with all other areas being within the County unincorporated jurisdiction.

Community Demographics

Demography describes various population characteristics of the area's people. Primarily collected by local, state, and/or federal agencies such as the Census Bureau and local public health departments, demographic information covers a range of topics including population size, sex, age composition, ethnic backgrounds, household characteristics, geographic distribution, part-time versus full-time residents and other vital statistics. With regard to the master planning process, demographic data will assist the district in prioritizing projects, resource allocation, and facilities needs.

The most recent demographic survey performed by the Census Bureau was the American Community Survey, a discussion of which is provided below for the District.

Plumas Unified School District Demographic Facts

- ◆ 19,127 residents
- ◆ 15,055 total housing units and 7,883 households
- ◆ 21.8% of households had children under the age of 18
- ◆ 49.3% of households were married couples living together
- ◆ 2.37 average household size
- ◆ \$68,777 median income

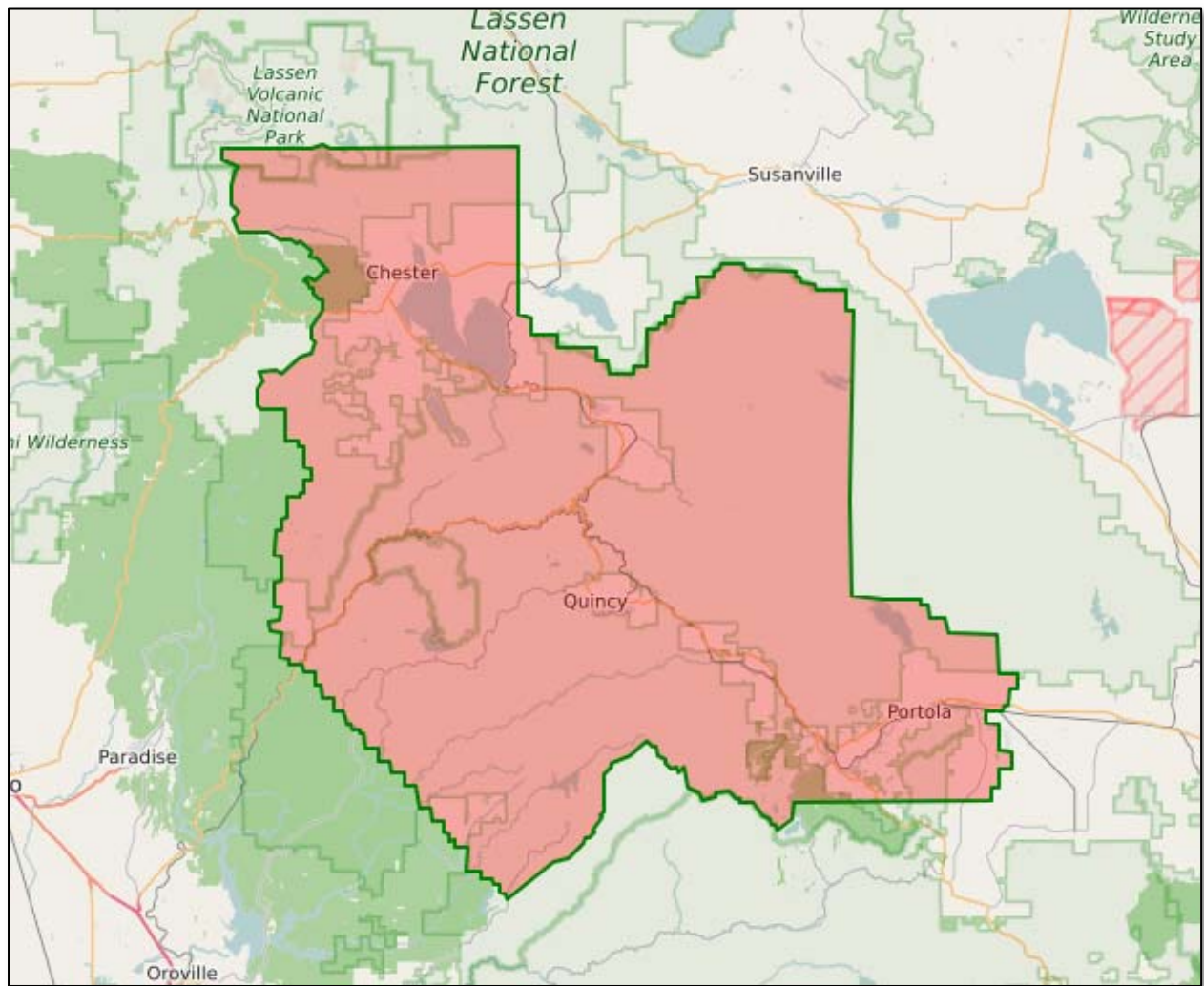
District Description

The District provides education to TK – 12 students that reside within the boundaries of Plumas County. The District educates approximately 1,687 students at nine school sites.

For reference, a map of the District boundaries, **Figure 1**, is provided on the following page:

DEVELOPER FEE JUSTIFICATION STUDY

FIGURE 1



DEVELOPER FEE JUSTIFICATION STUDY

District School Sites

The District operates three TK-6 elementary schools, one TK-2 elementary school, one 3-6 elementary school and four junior/senior high schools. District office facilities are located at 50 Church Street, Quincy CA. Below is a listing of all the District's school sites and their locations.

Plumas Unified School District School Sites		
School	Location	Grade Levels
C. Roy Carmichael Elementary	895 West Street, Portola	TK-6
Chester Elementary	158 Aspen Street, Chester	TK-6
Chester Junior/Senior High	612 First Street, Chester	7-12
Greenville Elementary	225 Grand Street, Greenville	TK-6
Greenville High	117 Grand Street, Greenville	7-12
Pioneer Elementary	175 North Mill Creek Road, Quincy	TK-2
Portola Junior/Senior High	155 Sixth Avenue, Portola	7-12
Quincy Elementary	246 Alder Street, Quincy	3-6
Quincy Junior/Senior High	6 Quincy Junction Road, Quincy	7-12

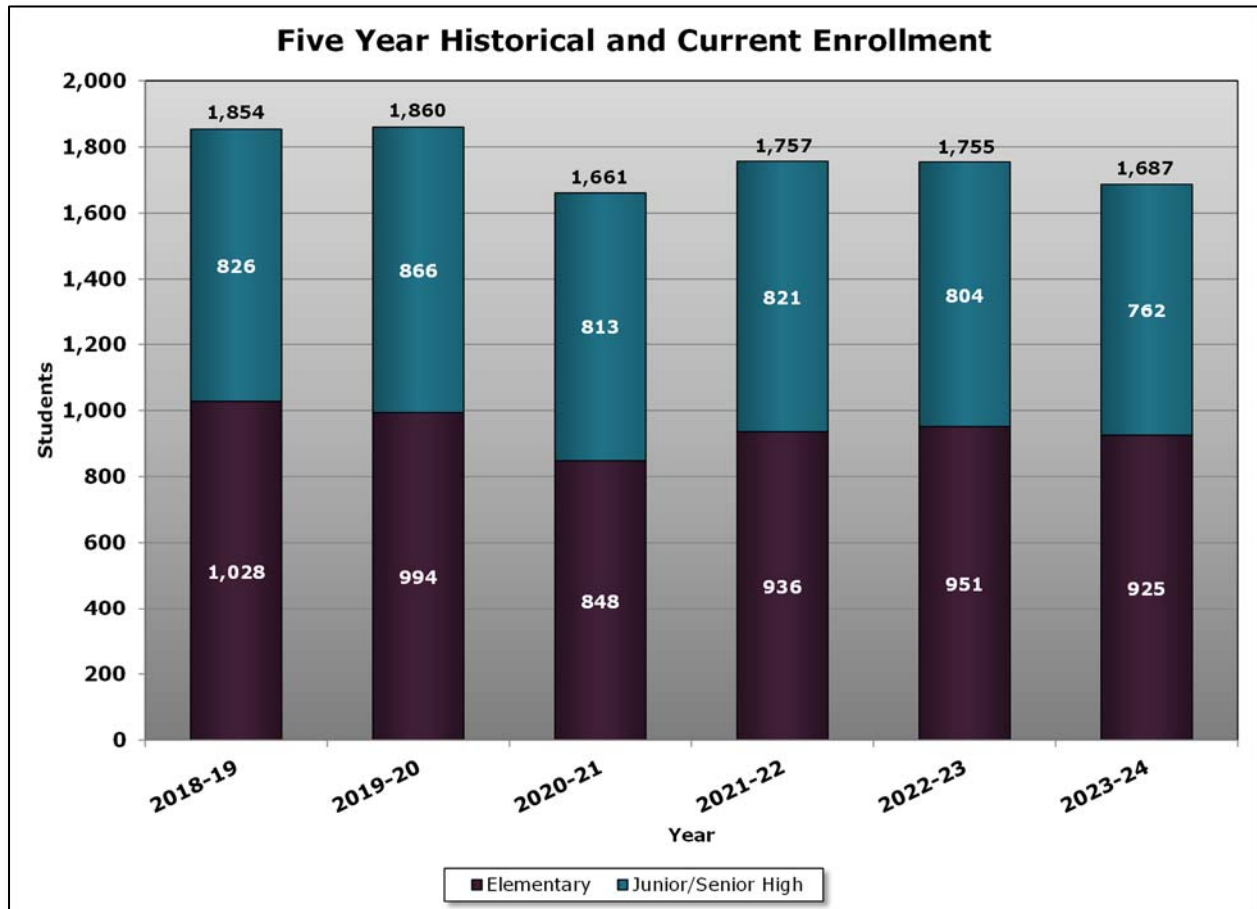


DEVELOPER FEE JUSTIFICATION STUDY

SECTION 6: DISTRICT ENROLLMENT AND CAPACITY

Historical Enrollment of the District

The annual enrollment for the District has remained relatively steady over the past five years, with a current enrollment of 1,687 students, as is shown in the chart below:

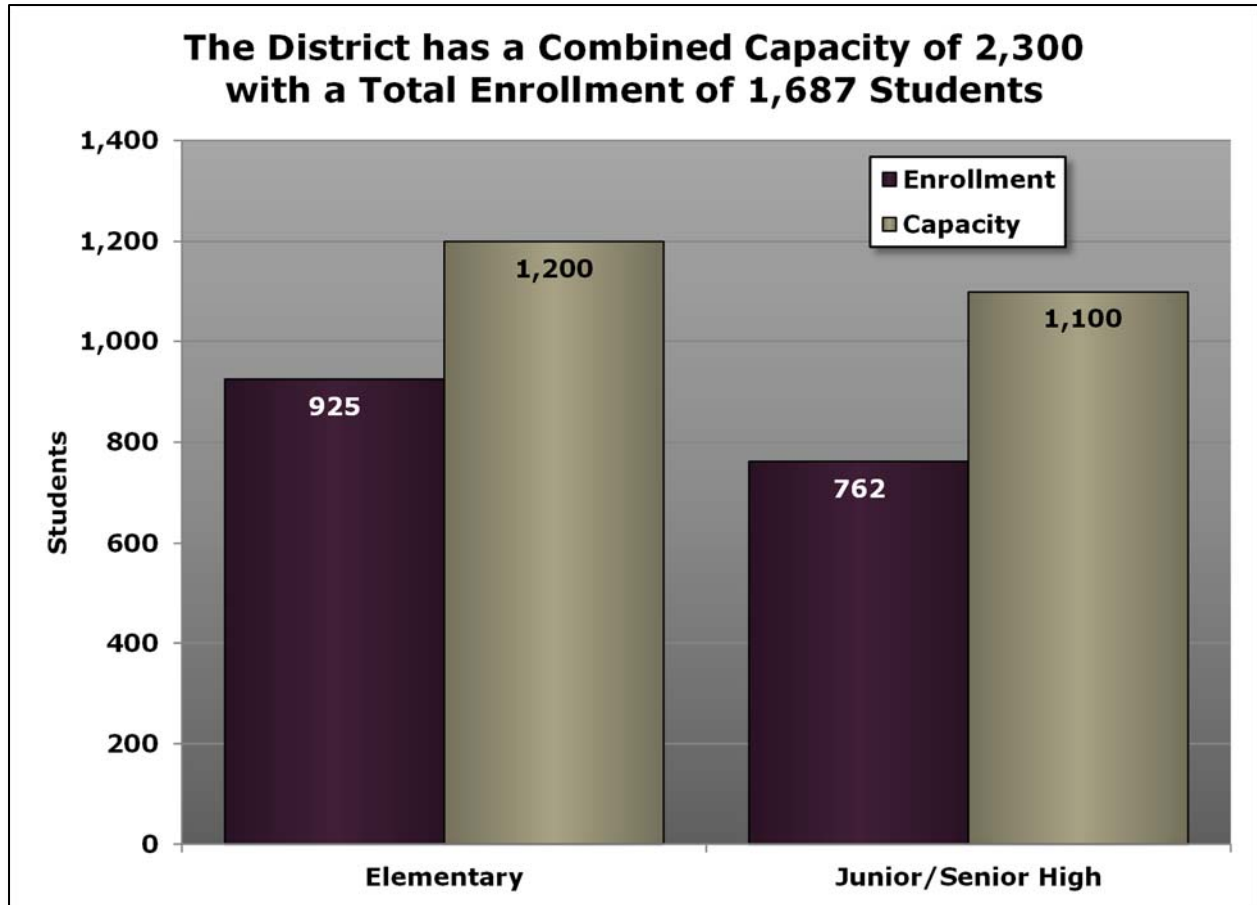


Source: California Department of Education

A breakdown of the District's historical CALPADS enrollment, by grade level, is included as Appendix A.

District Capacity

The District's capacity was determined using the District's loading standards of 25 students per regular education classroom for TK-12. Based on these loading standards the District has an elementary capacity of 1,200, and a junior/senior high school capacity of 1,100. Based on 2023-24 enrollment, the District's present schools have capacity to house an additional 275 elementary school students and 338 junior/senior high school students, as shown in the table below.



Source: Plumas Unified School District

New Development

New residential development typically results in new students for the District to accommodate.¹ Therefore, it is important for the District to monitor the development plans of the local land use agencies. There are two land use agencies within the District's boundaries – the City of Portola and the County of Plumas.

There are two known development projects currently mapped for new construction within the District's boundaries. The District must plan for facilities assuming maximum potential student capacity. Given the number of projects that are planned for construction within the District's boundaries, the District must plan accordingly. Provided below is a summary of the known mapped development projects within the District's boundaries:

¹ Residential development includes, without limitation, Accessory Dwelling Units (ADUs) or Junior ADUs, which are independent residential dwelling units located on the same parcel as a primary residential dwelling. ADUs may be detached, attached, or located within the primary dwelling, including within garages and storage areas. ADUs are generally considered new construction because they are living areas that did not previously exist on the parcel or as a part of the primary home. Whether ADUs are called casitas, granny flats, in-law units, generational units, or converted living space, these areas are intended to provide a new area for living and sleeping – essentially a new residential unit which did not previously exist. The District recognizes that students are projected to be generated from ADUs and will charge the appropriate fee rate for these types of new construction projects.

DEVELOPER FEE JUSTIFICATION STUDY

Projected Residential Development	
Project	# of Units
Portola 192	189
Portola Highlands	1,005
Total	1,194

Source: City of Portola and County of Plumas

Student Generation Rate

A total of 1,194 units are projected to be constructed within the District's boundaries over the next ten years. In terms of facilities planning, it is important that the District project the potential facilities impact to the District. A key component of the planning process is the student generation factor. A student generation factor is the ratio of students produced per home within a new construction project. This serves as a tool for District's to use in the planning process and will allow the District to predict the impact new development will have on the student population. This ultimately will facilitate decision making about the provision of facilities and resources throughout the District.

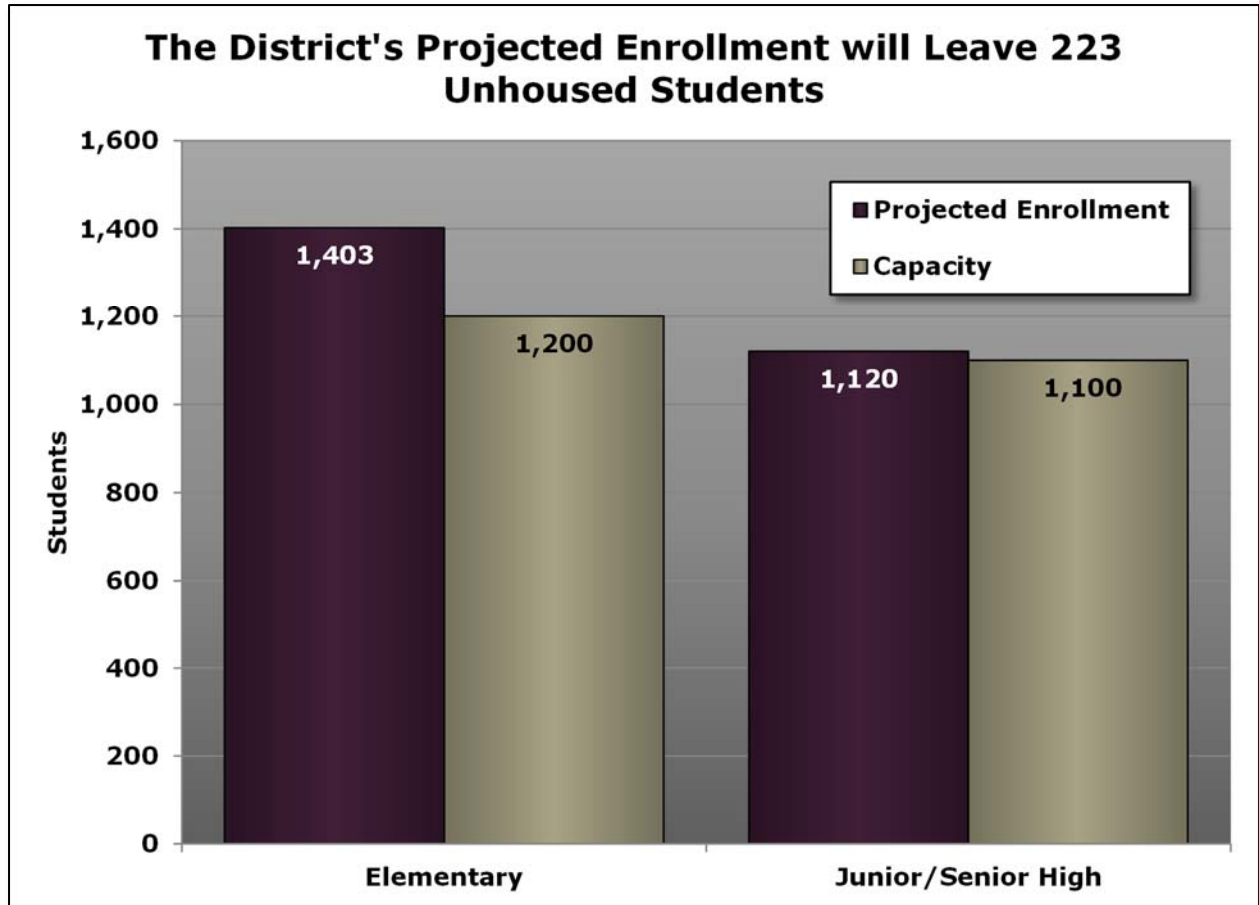
To identify the number of students anticipated to be generated by new residential development, a student yield factor of 0.7 has been utilized the District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction, and is generally reflective of the District's historic student yield. A breakdown of the student generation rate for grade level is provided in the table below:

Student Generation Rates by Grade		
TK-6	7-12	Total
0.4	0.3	0.7

Given the 1,194 projected units and the student generation rate to be used per home, the District can estimate that approximately 836 new students will be generated as a result of the development projects.

Enrollment Projections by Grade			
Number of Units	TK-6 Enrollment	7-12 Enrollment	Total
1,194	478	358	836

Current enrollment trends coupled with development data demonstrate a need for new school facilities. The District does not have sufficient capacity to house all new students projected from new residential development and will suffer strain from the development occurring within District boundaries. The District has a projected enrollment of 1,403 elementary students and 1,120 junior/senior high school students. The District will need to construct additional classrooms to provide facilities for the 203 unhoused elementary school students and 20 junior/senior high school students generated from new construction of residential units.



DEVELOPER FEE JUSTIFICATION STUDY

SECTION 8: FACILITIES NEEDS

The District is expected to experience new development within its boundaries over the next several years and may need to plan for the construction of additional classroom space in order to accommodate students generated from projected growth. The District lacks sufficient funding to pay for all necessary construction.

Anticipated Facilities Need

Based on the projected student generation, it is anticipated that the District will need to plan for the design and construction of additional classrooms.

New Construction Costs

Based on the District's loading standards, 9 new elementary school classrooms and 1 new junior/senior high school classrooms may need to be constructed in order to accommodate the students projected from new development, as shown in the following table.

Number of Classrooms Required for Projected Unhoused Students from New Development			
Grade Level	Unhoused Students from New Development	Classroom Capacity	Number of Classrooms Required
Elementary	203	25	9
Junior/Senior High	20	25	1

Based on the estimated cost for the design, sitework and acquisition, a new portable classroom will cost approximately \$500,000. The number of classrooms required to house the projected unhoused students from new development is multiplied by the estimated construction cost to determine the total capacity costs for new development. The calculation is as follows:

Calculation of School Construction		
Portable Classroom Cost	Classrooms Required	Total Costs
\$500,000	10	\$5,000,000

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 9: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Justification for the fee can be shown if anticipated residential, commercial and industrial development within a district will impact it with additional students and the district either does not have the facility capacity to house these students and/or the students would have to be housed in existing facilities that are not educationally adequate (i.e., antiquated facilities). In addition, it must also be shown that the amount of developer fees to be collected will not exceed the District's cost for housing students generated by new development. This section of the study will show that justification does exist for levying developer fees in the District.

Residential Development and Fee Analysis

To show a reasonable relationship exists between the construction of new housing units and the need for school facilities, it will be shown that residential construction will create a school facility cost impact on the District greater than the amount of developer fees to be collected.

To determine the cost impact of residential construction on the District, the cost to house students in new school facilities must be identified. The facilities cost calculations are included in Section 7 and include any money the District plans to contribute towards new construction. The table below shows the cost impact for new school facilities for each student generated by new residential development. Since the District expects 223 unhoused students to be generated from new development, the per student facilities cost for each student is estimated to be \$22,422.

<p><u>Unfunded Facilities Cost Per Student</u></p>

<p>$\\$5,000,000 / 223 = \\$22,422 \text{ per student}$</p>
--

As previously explained, based on State standards, each home generates approximately 0.7 new students. Therefore, if the per student facilities cost is \$22,422, we can multiply that by the student generation rate of 0.7 new students and estimate the impact per unit of \$15,695. Using ParcelQuest it was determined that the average square footage of a single-family residential unit built over the last ten years within the District is 2,066. This analysis will assume that the average size of new single family residential units to be constructed within the District's boundaries will be approximately 2,066 square feet. Therefore, to determine the impact per square foot of residential construction we divide the impact per home by the average square footage of homes within the District. As calculated, the facilities cost per square foot is \$7.60:

<p><u>Facilities Cost Per Square Foot</u></p>
--

<p>$\\$15,695 / 2,066 \text{ sq. ft.} = \\7.60 per sq. ft.</p>

Therefore, the District's facilities cost per square foot of new development (\$7.60 per square foot) exceeds the maximum developer fee (\$5.17 per square foot) that can be imposed.

DEVELOPER FEE JUSTIFICATION STUDY

Residential Developer Fee Justification

It is clear that a reasonable relationship exists between residential development within the District and the need for new and/or refurbished school facilities, including administrative and support facilities in order to house new students from residential development and maintain a level of service commensurate with that presently existing.² This relationship is based on the finding that the District exceeds its facility capacity. New students to be generated by new residential development will have to be housed in new school facilities. The cost to provide additional school facilities exceeds the amount of fees to be generated from new residential construction. The District is justified in the levying of residential developer fees of up to the statutory maximum equal to \$5.17 per square foot of new residential development.

Reconstruction/Redevelopment

All types of new residential development—including but not limited to single- and multi-family units in new subdivisions and in “in-fill” lots, single- and multi-family units in redevelopment projects, single- and multi-family units that replace demolished units, certain remodeling projects, expansions, and additions of residential space to existing single- and multi-family units, manufactured homes, mobile homes, condominiums—are projected to generate additional students in the District. As shown earlier in this Report, sufficient school facilities do not exist for these students.

Residential Reconstruction for purposes of this Report means the voluntary demolition of existing residential dwelling units/structures and the subsequent construction of new residential dwelling units/structures (“Reconstruction”). School impact fees authorized pursuant to Education Code section 17620 and Government Code sections 65995 et seq. shall be levied by the District on new construction resulting from Reconstruction, if there is a nexus between the fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the District has the discretion to review, evaluate and determine the impact of the proposed Reconstruction. The impact of the proposed Reconstruction may be assessed by comparing the proposed new construction and the pre-existing units/structures to be demolished and replaced, including the square footage, student generation, and cost impacts of each. The District may also take into consideration the type of proposed new units/structures with the type of pre-existing units/structure demolished and replaced. For example, the impact of a pre-existing single family detached home demolished and replaced with a new triple-unit townhome, or the impact of pre-existing commercial structures demolished and replaced with new residential structures. Such analysis may take into consideration the student generation rates and other data points identified in this Report, and relevant fee records, as applicable. (See *Warmington Old Town Associates, L.P. v. Tustin Unified School District* (2002) 101 Cal.App.4th 840; and *Cresta Bella, LP v. Poway Unified School District* (2013) 218 Cal.App.4th 438.)

Commercial/Industrial Development and Fee Analysis

In order to levy fees on commercial and industrial development, existing law stipulates that the District “. . . must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school

² *Shapell Industries, Inc. v. Governing Board of the Milpitas Unified School District* (1991) 1 Cal.App.4th 218 [other points of law superseded by constitutional amendment].

DEVELOPER FEE JUSTIFICATION STUDY

facilities within the District.” The school facilities costs incurred by the District per square foot of new commercial/industrial construction are determined by multiplying together five factors:

1. Employees per square foot of new commercial/industrial development;
2. Percent of employees in the District that also live in the District;
3. Dwelling Units per employee;
4. Students per Dwelling Unit;
5. School facility cost per student.

Employees Per Square Foot Of New Commercial/Industrial Development

To make this determination, the study shall utilize employee generation estimates that are based on commercial and industrial factors within the District, as calculated on either an individual or categorical basis.” The passage of Assembly Bill 530 (Chapter 633/Statutes 1990) allows the use of the employee generation factors set forth in the January 1990 edition of “San Diego Traffic Generators,” a report of the San Diego Association of Governments. This study which was completed in January of 1990 identifies the number of employees generated per square foot of floor area for several demographic categories. These generation factors are shown in the table below.

Employees Per Square Foot of New Commercial/Industrial Development		
Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15,541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

DEVELOPER FEE JUSTIFICATION STUDY

Percent of Employees in the District That Also Live in the District

To estimate the percentage of new District employees that will reside in the District, this study has utilized a conservative approach, whereby it is assumed that one-third of new employees in the District will also live in the District and two-thirds will live outside of the District.

Dwelling Units per Employee

Data from the American Community Survey indicates that there were 8,192 workers living in 15,055 housing units in the District. Therefore, there are 0.544 housing units for every one worker. This study assumes that each new resident worker in the District will demand 0.544 housing units.

Students per Dwelling Unit

As stated in Section 9 of this study, based on SFP standards, this study assumes that 0.7 elementary and high school students will reside in each dwelling unit.

The table below shows the calculation of the school facility cost generated by a square foot of new commercial/industrial development for each of the categories of commercial/industrial development.

School Facilities Cost Per Sq. Ft. of Commercial/Industrial Development						
Category	Employees Per Average Sq. Ft.	% Employees Residing in District	Dwelling Units Per Employee	TK- 12th Students per Dwelling Unit	Cost per TK- 12th Student	Cost per Square Foot
Banks	0.00283	0.333	0.544	0.7	\$22,422	\$8.05
Community Shopping Centers	0.00153	0.333	0.544	0.7	\$22,422	\$4.35
Neighborhood Shopping Centers	0.00271	0.333	0.544	0.7	\$22,422	\$7.71
Industrial Business Parks	0.00352	0.333	0.544	0.7	\$22,422	\$10.01
Industrial Parks	0.00135	0.333	0.544	0.7	\$22,422	\$3.84
Rental Self Storage	0.00006	0.333	0.544	0.7	\$22,422	\$0.17
Scientific Research & Development	0.00304	0.333	0.544	0.7	\$22,422	\$8.64
Lodging	0.00113	0.333	0.544	0.7	\$22,422	\$3.21
Standard Commercial Office	0.00479	0.333	0.544	0.7	\$22,422	\$13.62
Large High Rise Commercial Office	0.00431	0.333	0.544	0.7	\$22,422	\$12.25
Corporate Offices	0.00269	0.333	0.544	0.7	\$22,422	\$7.65
Medical Offices	0.00427	0.333	0.544	0.7	\$22,422	\$12.14

Commercial Developer Fee Justification

As indicated in the per square foot cost provided above, maximum statutory developer fee of \$0.84 per square foot is justified for all categories except rental self-storage. Rental self-storage yields an impact of \$0.17 per square foot of construction.

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 10: FINDINGS

Government Code section 66001 lists the requirements that districts must observe regarding the collection and use of developer fees. The major requirements are listed below:

Establishment of a Cost Nexus

The Board will collect fees on new residential and commercial/industrial development to fund the construction and/or reconstruction of school facilities to serve students generated by such projects. The District has undertaken significant reconstruction and modernization projects to serve existing development and potentially, all capacity that must be provided. Additionally, the cost for providing these facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development, the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending the District's schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed; therefore, a benefit nexus exists.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or reconstructed school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus exists.

Conclusion

The District has met the nexus requirements described in Government Code section 66001. As demonstrated in this study, the District is justified in charging up to the statutory maximum developer fee of \$5.17 per square foot of residential development and \$0.84 per square foot of commercial/industrial development, except for rental self-storage facilities, which is justified up to a fee of \$0.17 per square foot. In accordance with Government Code section 66016.5(a), this study has identified the existing level of service for the District's school facilities and the new proposed level of service, and explained why the new level of service is appropriate.

DEVELOPER FEE JUSTIFICATION STUDY

SECTION 11: IMPLEMENTATION OF THE FEES

If the Board accepts the recommendation to accept the developer fee as justified in this study, the following process should be followed for fee implementation.

District Board Approval

The Board should adopt the proposed fee as provided for in this study. To do so, the District must:

- ◆ Send a notice of a public hearing at least 14 days prior to the hearing to any party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Have this report and all supporting documentation available for review by the public at least 10 days prior to the hearing;
- ◆ Submit a notice of public hearing in the local newspaper at least 10 days prior to the public hearing. This notice should run at least twice in a newspaper of general circulation within the District, with the second notice published at least 5 days after the first notice;
- ◆ Hold the public hearing to consider adoption of the developer fee;
- ◆ Adopt a resolution to set the fee;
- ◆ Begin collecting the fee no sooner than 60 days following adoption of the resolution.

Notifications

The District should provide the planning and building departments of the City of Portola and the County of Plumas, with notice of the current fee rates and other information so that they may coordinate issuance of building permits with the District's fee program.

Fee Accounting

All fee revenues should be deposited into a restricted public facility fee account. Interest earned on fund balances should be credited to the fund.

On an annual basis, the District must provide a detailed accounting of the developer fee funds. This accounting must include such items as an indication of the specific public improvement or improvements on which fees were expended, the amount of expenditure on each improvement, the estimated date by which construction will begin if sufficient funds are in place and a particular improvement is not yet complete, a description of each transfer or loan made to or from the account, and the amount of refunds made or fees that had remained unexpended and uncommitted for five or more years. The new statute gives school districts 180 days from the close of the fiscal year to prepare this detailed annual accounting.

DEVELOPER FEE JUSTIFICATION STUDY

APPENDIX A: 5 YEAR HISTORICAL ENROLLMENT

5 Year Historical and Current Year Enrollment						
Grade	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
K	167	163	118	171	185	158
1	144	148	124	122	143	137
2	131	137	131	129	119	137
3	130	123	116	142	129	116
4	143	125	106	126	132	120
5	158	148	118	108	138	132
6	155	150	135	138	105	125
Total Elementary	1,028	994	848	936	951	925
7	147	167	142	142	134	100
8	135	156	151	138	137	122
9	154	130	147	156	141	134
10	143	156	129	142	150	139
11	135	129	135	121	134	139
12	112	128	109	122	108	128
Total Junior/Senior High	826	866	813	821	804	762
Total District	1,854	1,860	1,661	1,757	1,755	1,687



DEVELOPER FEE JUSTIFICATION STUDY

APPENDIX B: SAMPLE NOTICE OF PUBLIC HEARING

PUBLIC HEARING ON AUGUST 14, 2024 AT 4:00 PM
AT PLUMAS UNIFIED SCHOOL DISTRICT OFFICE

Regarding

**NOTICE OF PUBLIC HEARING AND OF PROPOSAL FOR INCREASING SCHOOL
FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995**

PLEASE TAKE NOTICE that immediately following a public hearing on the matter, a resolution will be considered by the Governing Board of the Plumas Unified School District at its regular meeting on August 14, 2024 at 4:00 PM located at Plumas Unified School District Office, 50 Church Street, Quincy CA 95971, which if adopted by the Board will enact development fees established by the District against residential construction and reconstruction by the maximum of \$5.17 per square foot; while commercial or industrial construction will also be enacted to the maximum of \$0.84 per square foot, except rental self-storage facilities which will be charged \$0.17 per square foot of new construction. The proposed fees are authorized by Government Code Section 65995. Data pertaining to the cost of school facilities is available for inspection during regular business hours at the District Office. The fees, if approved by the Governing Board, will become effective on October 13, 2024, which is 60 days after the proposed adoption of the resolution levying such fee by the Governing Board.



Regulation 7211: Developer Fees

Status: ADOPTED

Original Adopted Date: 09/16/2019 | Last Revised Date: XX/XX/XXXX

Level 1 Funding: Residential, Commercial and Industrial Construction

Before taking action to establish, increase or impose developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. The district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan

Level 2 Funding: Residential Construction

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of

this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

Developers of residential, commercial and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 1859-1859.199

Ed. Code 101122

Description

Leroy F. Greene School Facilities Act

[Schedule for allocation of proceeds from sale of bonds](#)

Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts
Gov. Code 6061	Manner of notice as prescribed in designated section
Gov. Code 6066	Two weeks' notice
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65864-65869.5	Development agreements
Gov. Code 65995-65998	Payment of fees against a development project
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66019	Procedures for adopting various fees
Gov. Code 66020-66025	Protests, legal actions, and audits
Management Resources	Description
Court Decision	Garrick Development Company v. Hayward Unified School District (1992) 3 Cal.App.4th 320
Court Decision	Warmington Old Town Associates (2002) 101 Cal.App.4th 840
Court Decision	Cresta Bella, LP v. Poway Unified School District (2013) 218 Cal.App.4th 438
Court Decision	Summerhill Winchester LLC v. Campbell Union School District (2018) 30 Cal. App. 5th 545
Court Decision	Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District (2019) 34 Cal. App. 5th 775
Court Decision	Dolan v. City of Tigard (1994) 114 S.Ct. 2309
Website	CSBA District and County Office of Education Legal Services
Website	Department of General Services, Office of Public School Construction

Cross References

Code	Description
7131	Relations With Local Agencies
7210	Facilities Financing
7212	Mello-Roos Districts

Policy 7211: Developer Fees

Status: ADOPTED

Original Adopted Date: 02/01/1999 | **Last Revised Date:** xx/xx/xxxx

In order to finance the construction or reconstruction of school facilities needed to accommodate students coming from new development, the Governing Board may establish, levy and collect developer fees on residential, commercial and industrial construction within the district, subject to restrictions specified by law and administrative regulation.

Appeals Process for Protests by Developers

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 1859-1859.199

Ed. Code 101122

Ed. Code 17070.10-17079.30

Ed. Code 17582

Ed. Code 17620-17626

Gov. Code 6061

Gov. Code 6066

Gov. Code 65352.2

Gov. Code 65864-65869.5

Gov. Code 65995-65998

Gov. Code 66000-66008

Gov. Code 66016-66019

Gov. Code 66020-66025

Description

Leroy F. Greene School Facilities Act

[Schedule for allocation of proceeds from sale of bonds](#)

[Leroy F. Greene School Facilities Act](#)

[District deferred maintenance fund](#)

[Levies against development projects by school districts](#)

[Manner of notice as prescribed in designated section](#)

[Two weeks' notice](#)

[Communicating and coordinating of school sites](#)

[Development agreements](#)

[Payment of fees against a development project](#)

[Fees for development projects](#)

[Procedures for adopting various fees](#)

[Protests, legal actions, and audits](#)

Management Resources

Description

Court Decision	Garrick Development Company v. Hayward Unified School District (1992) 3 Cal.App.4th 320
Court Decision	Warmington Old Town Associates (2002) 101 Cal.App.4th 840
Court Decision	Cresta Bella, LP v. Poway Unified School District (2013) 218 Cal.App.4th 438
Court Decision	Summerhill Winchester LLC v. Campbell Union School District (2018) 30 Cal. App. 5th 545
Court Decision	Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School District (2019) 34 Cal. App. 5th 775
Court Decision	Dolan v. City of Tigard (1994) 114 S.Ct. 2309
Website	CSBA District and County Office of Education Legal Services
Website	Department of General Services, Office of Public School Construction

Cross References

Code	Description
7131	Relations With Local Agencies
7210	Facilities Financing
7212	Mello-Roos Districts

**PUBLIC HEARING ON SEPTEMBER 11, 2024 AT 4:00 PM
AT THE CHESTER JR/SR HIGH SCHOOL CAFETERIA**

Regarding

**NOTICE OF PUBLIC HEARING AND OF PROPOSAL FOR INCREASING SCHOOL
FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995**

PLEASE TAKE NOTICE that immediately following a public hearing on the matter, a resolution will be considered by the Governing Board of the Plumas Unified School District at its regular meeting on September 11, 2024 at 4:00 pm, at Chester Jr/Sr High School Cafeteria, 612 First Street, Chester, CA, 96020, which if adopted by the Board will enact development fees established by the District against residential construction and reconstruction by the maximum of \$5.17 per square foot; while commercial or industrial construction will also be enacted to the maximum of \$0.84 per square foot, except rental self-storage facilities which will be charged \$0.17 per square foot of new construction. The proposed fees are authorized by Government Code Section 65995. Data pertaining to the cost of school facilities is available for inspection during regular business hours at the District Office. The fees, if approved by the Governing Board, will become effective on November 10, 2024, which is 60 days after the proposed adoption of the resolution levying such fee by the Governing Board.



**Plumas County Office of Education-Plumas
Unified School District Regular Board Meeting
09/11/2024 04:00 PM**

Agenda
CJSHS Cafeteria
612, First Street, Chester, CA

Printed : 9/24/2024 7:20 AM PT

Mission Statement

Our mission is to collectively educate, nurture, prepare, and inspire all students every day.

Vision Statement

Our educational opportunities support an inclusive community that promotes lifelong learning, respect, and belonging, empowering all students to thrive.

Our Core Values

Learning - We support continuous learning first and foremost as the foundation for success.

Fiscal Responsibility - We fulfill our stewardship to provide for the students of today and tomorrow.

Compassion - We treat ourselves and others with compassion and respect.

Teamwork - We work together in a supportive and positive manner.

Individuality - We honor the unique gifts and contributions of each student, staff and community member.

Accountability - We follow through on our commitments. We are responsible and accountable for our actions and results.

Communication - We listen, respond, and follow through with open and respectful two-way communication.

Strategic Goals

Student Achievement - Student Success and Well-being: To achieve consistent annual growth, ensuring that all students reach or exceed grade-level proficiency in all subjects, develop social-emotional skills for lifelong success, and complete high school prepared for their future endeavors.

Fiscal Sustainability - To maintain a balanced budget, optimize resource allocation, ensure financial transparency, and commit to long-term sustainability.

Staff - Recruit and retain a highly-skilled, engaged, student - focused workforce while investing in ongoing professional development and career growth opportunities.

Family and Community - Enhance family engagement and community partnerships while establishing our schools as inclusive community centers.

Facilities - All facilities will be maintained and improved as safe, clean, innovative educational environments that cultivate a sense of pride.

Leadership - Cultivate a culture of transformative and inclusive leadership at all levels to inspire and empower one another to drive innovation, continuous improvement, staff, and student success.

Meeting Norms

Make sure each member's voice is heard

Turn off cell phones or put on vibrate

Be present and be prepared

Honor time; be effective and efficient

Disagree agreeably
Be respectful of others and engage in civil discourse
Keep confidential items confidential
Operate with trust
Stay on task
Assume and expect best intentions
Put aside personal issues
Keep the focus on students

Board of Education

Dave Keller, President
Joleen Cline, Clerk
Leslie Edlund
Chelsea Harrison
JoDee Read

1. The PCOE-PUSD Joint Board Meeting will be available for viewing via YouTube Live.

[YouTube Live](#)

2. Call to Order PCOE/PUSD Joint Board Meeting - Dave Keller

3. Flag Salute

4. Roll Call

5. Approval of PCOE/PUSD Agenda (Action) - Dave Keller

6. Presentations(s)

a. Principal's Recognition Award - Scott Cory and Kevin Cooper - 10 minutes

The Plumas County Office of Education and Plumas Unified School District have exceptional pupils who do well academically and accomplish great things in and out of school. The Principal's Recognition Award recognizes outstanding pupils who display the characteristics promoted in the Governing Board's adopted vision and mission statements. Pupils are chosen by their respective schools for demonstrating personal achievement, and the skills necessary to be self-directed, productive and responsible citizens.

CES - Kinley Robbins, 5th grade, parents Amie and Brandon Robbins

CJSHS - Sarah Branch, 12th grade, parents Jennifer and Shane Branch

b. Teacher Feature - Dave Keller - 5 minutes

Information item: Ty Watkins, Chester JSHS Teacher, will discuss ASB and its role in CJSHS community-building initiative.

c. Student Representative to the Governing Board - Chelsea Harrison - 5 minutes

Procedural item - Principal Kevin Cooper will introduce Aryana Boatright, who has been selected to represent Chester Junior/Senior High School on the PCOE/PUSD Board of Education for 2024/25.

Trustee Chelsea Harrison will administer the Oath of Office to Aryana Boatright.

Aryana will provide an update to the board regarding student activities and events at their school.

7. Public Input

No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Board or the Plumas Unified School District staff may briefly respond to statements made or questions posed. (Education Code 54954.2) There is a three minute time limit for each person who addresses the Governing Board during public input. Public comment will be honored by participants **attending in person**, or by submitting or emailing written comments to: pmccutcheon@pcoe.k12.ca.us, **prior to 2 pm** the day of the meeting. Note: Speaker time limit of 3 minutes is monitored, with a limit of 20 minutes per topic.

8. Governing Board review of Candidate Joleen Cline for Appointment to the Board to Represent Trustee Area 1, Portola area - Dave Keller - 5 minutes

- a. Provisional Appointment of Board Member to Represent Trustee Area 1, Portola area, per Education Code section 5091.

9. Student Achievement

- a. Course Catalog 2024-25 - Melissa Leal - 5 minutes
Action item: 9th - 12th course catalog, annual approval.
New CTE course-Cultivation of Native Species.
This document changes as updates are made. We are working to enhance and clean up CTE and other classes in the A-G portal. The table of contents will be corrected once the cleanup is complete.

Recommendation: Approval of the 2024-25 course catalog.

- b. Proposition 28 Spending Report 2023/24
Information/Action item: On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023–24. The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program.

AMS statute (California Education Code Section 8820[g][4]) and the adopted audit guidelines (procedure T3) requires LEAs to complete an annual report, even if no AMS funds were expended.

Recommendation: Approval of the Proposition 28 Spending Report 2023/24

- c. CTE Update - Rachel Molsee - 10 minutes
Information item: Rachel Molsee, CTE Coordinator, will provide an update regarding CTE programs around the district.

10. Fiscal

- a. Interfund Transfers - Mallory Marin - 2 minutes

Action item: A resolution must be adopted annually to allow temporary borrowing between funds or accounts during the fiscal year.

Rationale: To ensure positive cash flow throughout the 2024/2025 fiscal year, it is prudent to have flexibility should the need arise for a temporary transfer between funds.

Financial Impact: No current impact.

Recommendation: Approval of PCOE resolution #2425-01 and PUSD resolution #1655.

- 1. PCOE Reso 2425-01 Interfund Transfers

2. PUSD Reso 1655 Interfund Transfers

b. Developer Fee Justification Study - Bill Roderick - 2 minutes

Information/Discussion item: Chris Terry, Capital PFG presented a Developer Fee Study, to the Board on 7/17/24. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

The presentation from Capital PFG provides justification for approval to levy fees as stated. A new Board Policy is included to provide the guidelines for this process.

Recommendation: Following a public hearing, a resolution and board policy are presented for approval.

1. Public Hearing for Developer Fee Study

Procedural item: California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

This is an opportunity for public comment regarding the proposal to levy developer fees, effective 60 days after board approval.

2. PUSD Resolution 1654 Implementation of Developer Fees

3. BP/AR 7211 - Bill Roderick - 2 minutes

Information item: BP and AR 7211 Developer Fees, regarding the implementation of Developer Fees for Plumas Unified School District, were presented to the Board for information on 7/17/24. They return for board approval.

Recommendation: Request for approval of BP/AR 7211 Developer Fees.

11. Facilities

a. Measure B Project Updates - Bill Roderick -5 minutes

Information/Discussion/Action item: Project requests, including contracts, change orders, and bid awards will be discussed, as well as dialogue regarding future projects and timelines.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

1. The attached spreadsheet "Measure B Project Requests" includes new contracts, change orders, and bid awards. Additional project information may be shared as soon as it is available.

Recommendation: Approval is requested for the project list and changes as presented.

b. Facilities Update - Other Funds - Bill Roderick - 5 minutes

Action Item: An update will be provided on the most recent projects and an opportunity for comments, questions, and dialogue regarding future projects and timelines. Items within this update are paid from funds other than Measure B (General Fund 01, School Facilities Fund 35). This includes items that are paid from tax exempt lease financing programs as well as the general fund, which may be later reimbursed through Dixie Fire claims or other state or federal programs.

In the event that an item is presented between the time this agenda is posted and the actual day of the

meeting, staff will provide their recommendations on items that require board action.

Recommendation: Approval of items as presented.

12. Leadership

a. Superintendent's Update - Bill Roderick - 5 minutes

b. Policy Updates - Bill Roderick - 5 minutes

Action item: The following board policies and administrative regulations have been revised according to CSBA recommendations:

Rationale: Remain in compliance with Education Code and legislative changes

Financial Impact: None

Recommendation: CSBA has provided the identified revisions for your consideration. The attached policies are the first read. However, they may be approved if the board agrees with the recommended revisions.

BP 6000 Concepts and Roles
BP/AR 7214 General Obligation Bonds
BB 9223 Filling Vacancies

13. Consent Item- 2 minutes

a. Minutes From the Board Meeting

1. 7/17/24

2. 8/14/24

b. Service Contracts Included With This Agenda

1. PUSD

c. PUSD Check registers for the month of August 2024

d. Field Trips

14. Closed Session

a. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters including:

1. Public Employment: Position: Personnel transactions included with this agenda.

2. Public Employee Evaluation(s): principal(s), administrator(s), management and Superintendent

3. Public Employee(s) Discipline/Dismissal/Release/Reassignment

4. Pursuant to sections 54957.6 and 3549.1 of the Government Code:

a. Conference with Labor Negotiator(s): Agency Negotiators: Bill Roderick or Designee, PCTA and CSEA; and All Unrepresented Personnel - Administrators, Management, Confidential, Classified

- b. c. Anticipated Litigation, pursuant to Government Code 54956.9; 1 potential case.

15. Reconvene

- a. Report out any Action taken during Closed Session

16. Staff

- a. Personnel Items

1. Personnel Transactions Included With This Agenda

Action item: The PUSD agenda may include, but is not limited to, offers of employment, and a change in hours. In addition, you will find a resignation and an administrative salary schedule.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the Human Resources agenda items.

Information item: The PCOE agenda may include, but is not limited to, an offer of employment for a supervisor and a job description. These are approved by the County Superintendent.

- a. PCOE

Information item: This agenda may include, but is not limited to, offers of employment and resignations for classified staff.

These items are approved by the PCOE Superintendent.

- b. PUSD

Action item: This agenda may include, but is not limited to, offers of employment for, administrative, certificated, and classified staff. In addition, you will find changes in hours, resignations, athletic positions and job descriptions.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the PUSD Human Resources agenda items.

17. Future Agenda Items

18. Adjourn PCOE/PUSD Joint Meeting

Disability Information:

In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Superintendent's Office 48 hours prior to the meeting at (530) 283-6500 ext. 5201. All supporting documentation for this meeting is available for public review during regular business hours Monday through Friday from 8:00 am to 4:30 pm in the Superintendent's Office located at 50 Church Street in Quincy, or at www.pcoe.k12.ca.us.

**PLUMAS COUNTY OFFICE OF EDUCATION
PLUMAS UNIFIED SCHOOL DISTRICT
50 Church Street, Quincy, CA 95971
Phone: (530) 283-6500**

NOTICE OF PUBLIC HEARING

The Governing Board of the Plumas County Office of Education and the Plumas Unified School District will be conducting a Public Hearing in accordance with Education Code 17620 which authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

This Public Hearing will take place:

Wednesday, August 14, 2024
District Office Boardroom
50 Church Street
At approximately 4:00 p.m.

Posting Date: July 17, 2024



**Plumas County Office of Education-Plumas
Unified School District Regular Board Meeting
08/14/2024 04:00 PM
Boardroom
50 Church Street, Quincy, CA**

Printed : 9/24/2024 7:21 AM PT

Mission Statement

Our mission is to collectively educate, nurture, prepare, and inspire all students every day.

Vision Statement

Our educational opportunities support an inclusive community that promotes lifelong learning, respect, and belonging, empowering all students to thrive.

Our Core Values

Learning - We support continuous learning first and foremost as the foundation for success.

Fiscal Responsibility - We fulfill our stewardship to provide for the students of today and tomorrow.

Compassion - We treat ourselves and others with compassion and respect.

Teamwork - We work together in a supportive and positive manner.

Individuality - We honor the unique gifts and contributions of each student, staff and community member.

Accountability - We follow through on our commitments. We are responsible and accountable for our actions and results.

Communication - We listen, respond, and follow through with open and respectful two-way communication.

Strategic Goals

Student Achievement - Student Success and Well-being: To achieve consistent annual growth, ensuring that all students reach or exceed grade-level proficiency in all subjects, develop social-emotional skills for lifelong success, and complete high school prepared for their future endeavors.

Fiscal Sustainability - To maintain a balanced budget, optimize resource allocation, ensure financial transparency, and commit to long-term sustainability.

Staff - Recruit and retain a highly-skilled, engaged, student - focused workforce while investing in ongoing professional development and career growth opportunities.

Family and Community - Enhance family engagement and community partnerships while establishing our schools as inclusive community centers.

Facilities - All facilities will be maintained and improved as safe, clean, innovative educational environments that cultivate a sense of pride.

Leadership - Cultivate a culture of transformative and inclusive leadership at all levels to inspire and empower one another to drive innovation, continuous improvement, staff, and student success.

Meeting Norms

Make sure each member's voice is heard

Turn off cell phones or put on vibrate

Be present and be prepared

Honor time; be effective and efficient

Disagree agreeably
Be respectful of others and engage in civil discourse
Keep confidential items confidential
Operate with trust
Stay on task
Assume and expect best intentions
Put aside personal issues
Keep the focus on students

Board of Education

Dave Keller, President
Joleen Cline, Clerk
Leslie Edlund
Chelsea Harrison
JoDee Read

1. The PCOE-PUSD Joint Board Meeting will be available for viewing via YouTube Live.

[YouTube Live](#)

2. Call to Order PCOE/PUSD Joint Board Meeting - Dave Keller

3. Flag Salute

4. Roll Call

Cline
Edlund
Harrison
Keller
Read

5. Approval of PCOE/PUSD Agenda (Action) - Dave Keller

6. Public Input

No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Board or the Plumas Unified School District staff may briefly respond to statements made or questions posed. (Education Code 54954.2) There is a three minute time limit for each person who addresses the Governing Board during public input. Public comment will be honored by participants **attending in person**, or by submitting or emailing written comments to: pmccutcheon@pcoe.k12.ca.us, **prior to 2 pm** the day of the meeting. Note: Speaker time limit of 3 minutes is monitored, with a limit of 20 minutes per topic.

7. Student Achievement

- a. PUSD-PCS Transportation MOU 2024-25- Bill Roderick - 2 minutes

Action item: PUSD agrees to provide transportation service, as per the attached MOU, to PCS students, grades 7-12, attending the Indian Valley Academy (IVA) program located on the Greenville High School campus.

Recommendation: Approval of the attached transportation MOU between PUSD and PCS/IVA.

- b. Transportation Safety Plan 2024-25 - Bill Roderick - 2 minutes

Action item: The PUSD Transportation Safety Plan, pursuant to Ed. Code 39831.3, is attached for review and approval.

Recommendation: Approval of the attached PUSD Transportation Safety Plan 2024-25.

8. Fiscal

- a. 45-day Budget Update - Mallory Marin - 2 minutes

Information item: An update will be provided regarding the 2024-25 PCOE and PUSD budgets, as required by Education Code 45127(i)(4), which states that, "Not later than 45 days after the Governor signed the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act".

- b. Developer Fee Justification Study - Bill Roderick - 2 minutes

Information/Discussion item: Chris Terry, Capital PFG presented a Developer Fee Study, to the Board on 7/17/24. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

The presentation from Capital PFG provides justification for approval to levy fees as stated. A new Board Policy is included to provide the guidelines for this process.

Recommendation: Following a public hearing, a resolution and board policy are presented for approval.

1. Public Hearing for Developer Fee Study

Procedural item: California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

This is an opportunity for public comment regarding the proposal to levy developer fees, effective 60 days after board approval.

2. Resolution 1654 Implementation of Developer Fees

3. BP/AR 7211 - Bill Roderick - 2 minutes

Information item: BP and AR 7211 Developer Fees, regarding the implementation of Developer Fees for Plumas Unified School District, were presented to the Board for information on 7/17/24. They return for board approval.

Recommendation: Request for approval of BP/AR 7211 Developer Fees.

9. Facilities

- a. Measure B Project Updates - Bill Roderick -5 minutes

Information/Discussion/Action item: Project requests, including contracts, change orders, and bid awards will be discussed, as well as dialogue regarding future projects and timelines.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

1. The attached spreadsheet "Measure B Project Requests" includes new contracts, change orders, and bid awards. Additional project information may be shared as soon as it is available.

Recommendation: Approval is requested for the project list and changes as presented.

b. Facilities Update - Other Funds - Bill Roderick - 5 minutes

Action Item: An update will be provided on the most recent projects and an opportunity for comments, questions, and dialogue regarding future projects and timelines. Items within this update are paid from funds other than Measure B (General Fund 01, School Facilities Fund 35). This includes items that are paid from tax exempt lease financing programs as well as the general fund, which may be later reimbursed through Dixie Fire claims or other state or federal programs.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

Recommendation: Approval of items as presented.

10. Leadership

a. Superintendent's Update - Bill Roderick - 5 minutes

b. Policy Updates - Bill Roderick - 5 minutes

Action item: The following board policies and administrative regulations have been revised according to CSBA recommendations:

Rationale: Remain in compliance with Education Code and legislative changes

Financial Impact: None

Recommendation: CSBA has provided the identified revisions for your consideration. The attached policies are the first read. However, they may be approved if the board agrees with the recommended revisions.

BP/AR 4161/4261/4361 Leaves

AR 4161.1 Personal Illness - Injury Leave

AR 4261.1 Personal Illness - Injury Leave, Classified, incl. mgmt. - NEW

AR 4161.2 Personal Leaves

AR 4218.1 Dismissal/Suspension/Disciplinary Action

BP/AR 5113 Absences and Excuses

BP 5145.6 Parent/Guardian Notifications

11. Consent Item- 2 minutes

a. Minutes From the Board Meeting

1. 7/17/24

b. Service Contracts Included With This Agenda

c. PUSD Check registers for the month of July 2024

d. Donations

e. Field Trips

12. Closed Session

a. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters including:

1. Public Employment: Position: Personnel transactions included with this agenda.
2. Public Employee Evaluation(s): principal(s), administrator(s), management and Superintendent
3. Public Employee(s) Discipline/Dismissal/Release/Reassignment
4. Pursuant to sections 54957.6 and 3549.1 of the Government Code:
 - a. Conference with Labor Negotiator(s): Agency Negotiators: Kristy Warren. Association(s) PCTA and CSEA; and All Unrepresented Personnel - Administrators, Management, Confidential, Classified
 - b. c. Anticipated Litigation, pursuant to Government Code 54956.9; 1 potential case.

13. Reconvene

- a. Report out any Action taken during Closed Session

14. Staff

- a. Declaration of Need for Fully Qualified Educators - 1 minute
Action item: The State of California Commission on Teacher Credentialing requires that we submit an annual declaration, at a regularly scheduled public meeting, certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form.
Recommendation: Approval of the attached Declaration of Need for Fully Qualified Educators.
- b. Provisional Internship Permit (PIP), Short Term Staff Permit (STSP), and Waiver Notification - 2 minutes
Action item: PUSD Board approval is required to authorize employment of the following teachers under a Provisional Internship Permit (PIP), Short Term Staff Permit (STSP), and Waiver, from August 21, 2024 to June 30, 2025, or until their PIP, STSP, or Waiver expires, whichever comes first.

Recommendation: Approval of the PIPs, STSP, and Waiver, for 2024-25, as presented.

PIP

Alysha Mattingly – Teacher Chester Jr/Sr High School – Grades 7 and 8

Cole Lester - Foundational Science Teacher Portola Jr/Sr High School - Grades 7 and 8

STSP

Marisha Campbell – Teacher C. Roy Carmichael Elementary School – Opportunity - Grades K - 6

WAIVER

Timothy Benbow – PE Teacher Portola Jr/Sr High School - Grades 7-12

- c. Personnel Items

1. Personnel Transactions Included With This Agenda

Action item: The PUSD agenda may include, but is not limited to, offers of employment, and a change in hours. In addition, you will find a resignation and an administrative salary schedule.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the Human Resources agenda items.

Information item: The PCOE agenda may include, but is not limited to, an offer of employment for a supervisor and a job description. These are approved by the County Superintendent.

a. PCOE

Information item: This agenda may include, but is not limited to, offers of employment for certificated and classified staff. In addition, you will find a transfer, a contract employee, job descriptions and authorization for recruitment.

These items are approved by the PCOE Superintendent.

b. PUSD

Action item: This agenda may include, but is not limited to, offers of employment for, certificated, and classified staff. In addition, you will find resignations.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the PUSD Human Resources agenda items.

15. Future Agenda Items

16. Adjourn PCOE/PUSD Joint Meeting

Disability Information:

In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Superintendent's Office 48 hours prior to the meeting at (530) 283-6500 ext. 5201. All supporting documentation for this meeting is available for public review during regular business hours Monday through Friday from 8:00 am to 4:30 pm in the Superintendent's Office located at 50 Church Street in Quincy, or at www.pcoe.k12.ca.us.



MEETING MINUTES

Mission Statement

Our mission is to collectively educate, nurture, prepare, and inspire all students every day.

Vision Statement

Our educational opportunities support an inclusive community that promotes lifelong learning, respect, and belonging, empowering all students to thrive.

Our Core Values

Learning - We support continuous learning first and foremost as the foundation for success.

Fiscal Responsibility - We fulfill our stewardship to provide for the students of today and tomorrow.

Compassion - We treat ourselves and others with compassion and respect.

Teamwork - We work together in a supportive and positive manner.

Individuality - We honor the unique gifts and contributions of each student, staff and community member.

Accountability - We follow through on our commitments. We are responsible and accountable for our actions and results.

Communication - We listen, respond, and follow through with open and respectful two-way communication.

Strategic Goals

Student Achievement - Student Success and Well-being: To achieve consistent annual growth, ensuring that all students reach or exceed grade-level proficiency in all subjects, develop social-emotional skills for lifelong success, and complete high school prepared for their future endeavors.

Fiscal Sustainability - To maintain a balanced budget, optimize resource allocation, ensure financial transparency, and commit to long-term sustainability.

Staff - Recruit and retain a highly-skilled, engaged, student - focused workforce while investing in ongoing professional development and career growth opportunities.

Family and Community - Enhance family engagement and community partnerships while establishing our schools as inclusive community centers.

Facilities - All facilities will be maintained and improved as safe, clean, innovative educational environments that cultivate a sense of pride.

Leadership - Cultivate a culture of transformative and inclusive leadership at all levels to inspire and empower one another to drive innovation, continuous improvement, staff, and student success.

Meeting Norms

Make sure each member's voice is heard

Turn off cell phones or put on vibrate

Be present and be prepared

Honor time; be effective and efficient

Disagree agreeably

Be respectful of others and engage in civil discourse

Keep confidential items confidential

Operate with trust

Stay on task

Assume and expect best intentions
Put aside personal issues
Keep the focus on students

Board of Education

Dave Keller, President
Joleen Cline, Clerk
Leslie Edlund
Chelsea Harrison
JoDee Read

Attendees

Voting Members

Joleen Cline, Governing Board Clerk
David Keller, Governing Board President
JoDee Read, Governing Board Member

1. The PCOE-PUSD Joint Board Meeting will be available for viewing via YouTube Live.

2. Call to Order PCOE/PUSD Joint Board Meeting - Dave Keller

President Keller called the meeting to order at 4:24 pm. The start time was delayed to wait for a quorum to be established.

3. Flag Salute

4. Roll Call

Edlund and Harrison were absent.

5. Approval of PCOE/PUSD Agenda (Action) - Dave Keller

Motion to approve the agenda.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

6. Public Input

No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Board or the Plumas Unified School District staff may briefly respond to statements made or questions posed. (Education Code 54954.2) There is a three minute time limit for each person who addresses the Governing Board during public input. Public comment will be honored by participants **attending in person**, or by submitting or emailing written comments to: pmccutcheon@pcoe.k12.ca.us, **prior to 2 pm** the day of the meeting. Note: Speaker time limit of 3 minutes is monitored, with a limit of 20 minutes per topic.

There was no public input.

7. Student Achievement

a. PUSD-PCS Transportation MOU 2024-25- Bill Roderick - 2 minutes

Quick Summary / Abstract

Action item: PUSD agrees to provide transportation service, as per the attached MOU, to PCS students, grades 7-12, attending the Indian Valley Academy (IVA) program located on the Greenville High School campus.

Recommendation: Approval of the attached transportation MOU between PUSD and PCS/IVA.

Superintendent Roderick shared that there would be no impact to PUSD to provide transportation to the Indian Valley students attending the Jr/SR High school campus. Cost to PCS will be \$300 per student.

Motion to approve the PUSD-PCS Transportation MOU for 2024-25.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

b. Transportation Safety Plan 2024-25 - Bill Roderick - 2 minutes

Quick Summary / Abstract

Action item: PUSD agrees to provide transportation service, as per the attached MOU, to PCS students, grades 7-12, attending the Indian Valley Academy (IVA) program located on the Greenville High School campus.

Recommendation: Approval of the attached transportation MOU between PUSD and PCS/IVA.

Motion to approve the Transportation Safety Plan for 2024-25.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

8. Fiscal

a. 45-day Budget Update - Mallory Marin - 2 minutes

Quick Summary / Abstract

Information item: An update will be provided regarding the 2024-25 PCOE and PUSD budgets, as required by Education Code 45127(i)(4), which states that, "Not later than 45 days after the Governor signed the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act".

CBO Mallory Marin shared that there was nothing significant to report.

b. Developer Fee Justification Study - Bill Roderick - 2 minutes

Information/Discussion item: Chris Terry, Capital PFG presented a Developer Fee Study, to the Board on 7/17/24. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

The presentation from Capital PFG provides justification for approval to levy fees as stated. A new Board Policy is included to provide the guidelines for this process.

Recommendation: Following a public hearing, a resolution and board policy are presented for approval.

Superintendent Roderick shared that the first read for this item was on 7/17/24. Resolution 1654 and BP/AR 7211 will return to the 9/11/24 for consideration when the whole board can be present.

Motion to table resolution 1654 and BP/AR 7211 to 9/11/24.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

1. Public Hearing for Developer Fee Study

Procedural item: California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

This is an opportunity for public comment regarding the proposal to levy developer fees, effective 60 days after board approval.

The hearing was opened at 4:30 pm. There being no comment, the hearing was closed at 4:31 pm.

2. Resolution 1654 Implementation of Developer Fees

3. BP/AR 7211 - Bill Roderick - 2 minutes

9. Facilities

a. Measure B Project Updates - Bill Roderick -5 minutes

Information/Discussion/Action item: Project requests, including contracts, change orders, and bid awards will be discussed, as well as dialogue regarding future projects and timelines.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

1. The attached spreadsheet "Measure B Project Requests" includes new contracts, change orders, and bid awards. Additional project information may be shared as soon as it is available.

Recommendation: Approval is requested for the project list and changes as presented.

Motion to approve the Measure B projects included with this agenda.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

b. Facilities Update - Other Funds - Bill Roderick - 5 minutes

Action Item: An update will be provided on the most recent projects and an opportunity for comments, questions, and dialogue regarding future projects and timelines. Items within this update are paid from funds other than Measure B (General Fund 01, School Facilities Fund 35). This includes items that are paid from tax exempt lease financing programs as well as the general fund, which may be later reimbursed through Dixie Fire claims or other state or federal programs.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

Recommendation: Approval of items as presented.

Motion to approve the facilities projects included with this agenda.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

10. Leadership

a. Superintendent's Update - Bill Roderick - 5 minutes

As school leaders, we are excited that school is going to open in just a few short days.

We have had some great in-service with our site admin; they, like the rest of us, are ready to welcome back our staff and students to campuses on 8/26. Kudos to our Maintenance department for going the extra mile to make sure campuses are ready.

We have all of our new staff here at the DO tomorrow for a day of activities and information.

Welcome Back day is at QJSHS next Wednesday, 8/21, starting at 8:00 AM. Please come and join us for the day, either in the morning or for lunch at about noon. We would love to see you there.

b. Policy Updates - Bill Roderick - 5 minutes

Action item: The following board policies and administrative regulations have been revised according to CSBA recommendations:

Rationale: Remain in compliance with Education Code and legislative changes

Financial Impact: None

Recommendation: CSBA has provided the identified revisions for your consideration. The attached policies are the first read. However, they may be approved if the board agrees with the recommended revisions.

BP/AR 4161/4261/4361 Leaves

AR 4161.1 Personal Illness - Injury Leave

AR 4261.1 Personal Illness - Injury Leave, Classified, incl. mgmt. - NEW

AR 4161.2 Personal Leaves

AR 4218.1 Dismissal/Suspension/Disciplinary Action

BP/AR 5113 Absences and Excuses

BP 5145.6 Parent/Guardian Notifications

Superintendent advised that the cell phone use at schools will be a future discussion.

Motion to approve the policy revisions included with this agenda.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

11. Consent Item- 2 minutes

a. Minutes From the Board Meeting

1. 7/17/24

Approval of the minutes from 7/17/24 was tabled until 9/11/24 as there was not a quorum of those present at that meeting.

b. Service Contracts Included With This Agenda

Motion to approve the PUSD service contracts included with this agenda.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

c. PUSD Check registers for the month of July 2024

Motion to approve the PUSD check registers for July 2024.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

d. Donations

Motion to approve the donations included with this agenda, with appreciation.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

e. Field Trips

Motion to approve the field trips included with this agenda.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

12. Closed Session

President Keller called a closed session at 4:44 pm.

a. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters including:

1. Public Employment: Position: Personnel transactions included with this agenda.

2. Public Employee Evaluation(s): principal(s), administrator(s), management and Superintendent

3. Public Employee(s) Discipline/Dismissal/Release/Reassignment

4. Pursuant to sections 54957.6 and 3549.1 of the Government Code:

a. Conference with Labor Negotiator(s): Agency Negotiators: Kristy Warren. Association(s) PCTA and CSEA; and All Unrepresented Personnel - Administrators, Management, Confidential, Classified

b. c. Anticipated Litigation, pursuant to Government Code 54956.9; 1 potential case.

13. Reconvene

President Keller reconvened the meeting at 5:00 pm.

a. Report out any Action taken during Closed Session

There was no action taken during closed session.

14. Staff

a. Declaration of Need for Fully Qualified Educators - 1 minute

Action item: The State of California Commission on Teacher Credentialing requires that we submit an annual declaration, at a regularly scheduled public meeting, certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form.

Recommendation: Approval of the attached Declaration of Need for Fully Qualified Educators.

Motion to approve the Declaration of Need for Fully Qualified Educators included with this agenda.

Motion made by: JoDee Read

Motion seconded by: Joleen Cline

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

b. Provisional Internship Permit (PIP), Short Term Staff Permit (STSP), and Waiver Notification - 2 minutes

Action item: PUSD Board approval is required to authorize employment of the following teachers under a Provisional Internship Permit (PIP), Short Term Staff Permit (STSP), and Waiver, from August 21, 2024 to June 30, 2025, or until their PIP, STSP, or Waiver expires, whichever comes first.

Recommendation: Approval of the PIPs, STSP, and Waiver, for 2024-25, as presented.

PIP

Alysha Mattingly – Teacher Chester Jr/Sr High School – Grades 7 and 8

Cole Lester - Foundational Science Teacher Portola Jr/Sr High School - Grades 7 and 8

STSP

Marisha Campbell – Teacher C. Roy Carmichael Elementary School – Opportunity - Grades K - 6

WAIVER

Timothy Benbow – PE Teacher Portola Jr/Sr High School - Grades 7-12

Motion to approve the Provisional Internship Permit (PIP), Short Term Staff Permit (STSP), and Waivers, as included with this agenda.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

c. Personnel Items

1. Personnel Transactions Included With This Agenda

a. PCOE

Information item: This agenda may include, but is not limited to, offers of employment for certificated and classified staff. In addition, you will find a transfer, a contract employee, job descriptions and authorization for recruitment.

These items are approved by the PCOE Superintendent.

b. PUSD

Action item: This agenda may include, but is not limited to, offers of employment for, certificated, and classified staff. In addition, you will find resignations.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the PUSD Human Resources agenda items.

Motion to approve the PUSD personnel agenda included with this agenda.

Motion made by: Joleen Cline

Motion seconded by: JoDee Read

Voting:

Joleen Cline - Yes

David Keller - Yes

JoDee Read - Yes

15. Future Agenda Items

None noted.

16. Adjourn PCOE/PUSD Joint Meeting

President Keller adjourned the meeting at 5:03 pm.



**Plumas County Office of Education-Plumas
Unified School District Regular Board Meeting
07/17/2024 04:00 PM
Boardroom
50 Church Street, Quincy, CA**

Printed : 9/24/2024 7:22 AM PT

Mission Statement

Our mission is to collectively educate, nurture, prepare, and inspire all students every day.

Vision Statement

Our educational opportunities support an inclusive community that promotes lifelong learning, respect, and belonging, empowering all students to thrive.

Our Core Values

Learning - We support continuous learning first and foremost as the foundation for success.

Fiscal Responsibility - We fulfill our stewardship to provide for the students of today and tomorrow.

Compassion - We treat ourselves and others with compassion and respect.

Teamwork - We work together in a supportive and positive manner.

Individuality - We honor the unique gifts and contributions of each student, staff and community member.

Accountability - We follow through on our commitments. We are responsible and accountable for our actions and results.

Communication - We listen, respond, and follow through with open and respectful two-way communication.

Strategic Goals

Student Achievement - Student Success and Well-being: To achieve consistent annual growth, ensuring that all students reach or exceed grade-level proficiency in all subjects, develop social-emotional skills for lifelong success, and complete high school prepared for their future endeavors.

Fiscal Sustainability - To maintain a balanced budget, optimize resource allocation, ensure financial transparency, and commit to long-term sustainability.

Staff - Recruit and retain a highly-skilled, engaged, student - focused workforce while investing in ongoing professional development and career growth opportunities.

Family and Community - Enhance family engagement and community partnerships while establishing our schools as inclusive community centers.

Facilities - All facilities will be maintained and improved as safe, clean, innovative educational environments that cultivate a sense of pride.

Leadership - Cultivate a culture of transformative and inclusive leadership at all levels to inspire and empower one another to drive innovation, continuous improvement, staff, and student success.

Meeting Norms

Make sure each member's voice is heard

Turn off cell phones or put on vibrate

Be present and be prepared

Honor time; be effective and efficient

Disagree agreeably
Be respectful of others and engage in civil discourse
Keep confidential items confidential
Operate with trust
Stay on task
Assume and expect best intentions
Put aside personal issues
Keep the focus on students

Board of Education

Dave Keller, President
Joleen Cline, Clerk
Leslie Edlund
Chelsea Harrison
JoDee Read

1. The PCOE-PUSD Joint Board Meeting will be available for viewing via YouTube Live.

[YouTube Live](#)

2. Call to Order PCOE/PUSD Joint Board Meeting - Dave Keller

3. Flag Salute

4. Roll Call - Patty McCutcheon

5. Approval of PCOE/PUSD Agenda (Action) - Dave Keller

6. Public Input

No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Board or the Plumas Unified School District staff may briefly respond to statements made or questions posed. (Education Code 54954.2) There is a three minute time limit for each person who addresses the Governing Board during public input. Public comment will be honored by participants **attending in person**, or by submitting or emailing written comments to: pmccutcheon@pcoe.k12.ca.us, **prior to 2 pm** the day of the meeting. Note: Speaker time limit of 3 minutes is monitored, with a limit of 20 minutes per topic.

7. Student Achievement

a. Plumas Crisis Intervention Resource Center- Suzanne Shelton - 10 minutes

Information item: Suzanne Shelton, Coordinator for the Plumas & Sierra SAFE Program will provide a presentation regarding the support they offer to Plumas County students.

b. Quarterly Reports on Williams Uniform Complaints - Bill Roderick - 1 minute

Information item: A requirement of Education Code 35186 section (d) is that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and to the governing board of the school district.

No complaints regarding textbooks and instructional materials, teacher vacancies or mis-assignment, or conditions of facilities were filed with any school in the district during the quarter ending June 2024.

Information only, no action required.

1. PCOE

2. PUSD

8. Fiscal

- a. Developer Fee Justification Study - Bill Roderick - 10 minutes

Information/Discussion item: Capital PFG has prepared a Developer Fee Study. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

Background information will be shared which provides justification for approval to levy fees as stated. A new Board Policy is included to provide the guidelines for this process.

Recommendation: Information only, this proposal, and board policy, will return for approval in August.

- 1. BP/AR 7211 - Bill Roderick - 2 minutes

Information item: The following documents are a first read of proposed updates to Board Policy 7211 and Administrative Regulation 7211 in regard to the implementation of Developer Fees for Plumas Unified School District.

Recommendation: Information only at this time.

9. Facilities

- a. Measure B Project Updates - Bill Roderick -5 minutes

Information/Discussion/Action item: Project requests, including contracts, change orders, and bid awards will be discussed, as well as dialogue regarding future projects and timelines.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

- 1. The attached spreadsheet "Measure B Project Requests" includes new contracts, change orders, and bid awards. Additional project information may be shared as soon as it is available.

Recommendation: Approval is requested for the project list and changes as presented.

- b. Facilities Update - Other Funds - Bill Roderick - 5 minutes

Action Item: An update will be provided on the most recent projects and an opportunity for comments, questions, and dialogue regarding future projects and timelines. Items within this update are paid from funds other than Measure B (General Fund 01, School Facilities Fund 35). This includes items that are paid from tax exempt lease financing programs as well as the general fund, which may be later reimbursed through Dixie Fire claims or other state or federal programs.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

Recommendation: Approval of items as presented.

10. Leadership

- a. Superintendent's Update - Bill Roderick - 5 minutes
- b. Policy Updates - Bill Roderick - 5 minutes

Action item: The following board policies and administrative regulations have been revised according to CSBA recommendations:

Rationale: Remain in compliance with Education Code and legislative changes

Financial Impact: None

Recommendation: CSBA has provided the identified revisions for your consideration. The attached policies are the first read. However, they may be approved if the board agrees with the recommended revisions.

BP 0420.41	Charter School Oversight
BP/AR 1113	District and School Websites
BP 1260	Educational Foundation
BP 2121	Superintendent's Contract
BP 4112.9/4212.9/4312.9	Employee Notification
BP/AR 4121	Temporary/Substitute Personnel
BP/AR 4127/4227/4327	Temporary Athletic Team Coaches

11. Consent Item- 1 minute

- a. Minutes From the Board Meeting
 1. 5/8/24
 2. 6/18/24
 3. 6/21/24
- b. Service Contracts Included With This Agenda
- c. PUSD Check registers for the month of June 2024
- d. Donations
- e. Field Trips

12. Closed Session

- a. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters including:
 1. Public Employment: Position: Personnel transactions included with this agenda.
 2. Public Employee Evaluation(s): principal(s), administrator(s), management and Superintendent
 3. Public Employee(s) Discipline/Dismissal/Release/Reassignment
 4. Pursuant to sections 54957.6 and 3549.1 of the Government Code:
 - a. Conference with Labor Negotiator(s): Agency Negotiators: Kristy Warren. Association(s) PCTA and CSEA; and All Unrepresented Personnel - Administrators, Management, Confidential, Classified
- b. c. Anticipated Litigation, pursuant to Government Code 54956.9; 1 potential case.

13. Reconvene

- a. Report out any Action taken during Closed Session

14. Staff

- a. Personnel Items

1. Personnel Transactions Included With This Agenda

Action item: The PUSD agenda may include, but is not limited to, offers of employment, and a change in hours. In addition, you will find a resignation and an administrative salary schedule.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the Human Resources agenda items.

Information item: The PCOE agenda may include, but is not limited to, an offer of employment for a supervisor and a job description. These are approved by the County Superintendent.

- a. PCOE

Information item: This agenda may include, but is not limited to, authorization for recruitment and resignations of certificated and classified staff.

These items are approved by the PCOE Superintendent.

- b. PUSD

Action item: This agenda may include, but is not limited to, offers of employment for, certificated, and classified staff. In addition, you will find a transfer, resignations, authorization for recruitment, a contract employee and athletic positions.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the PUSD Human Resources agenda items.

- c. Superintendent's Contract

Action item: Consideration of minor changes to the superintendent's contract.

- b. PUSD - PCTA - Tentative Agreement

Information item: This is a tentative agreement reached between the Plumas County Office of Education (PCOE), Plumas Unified School District (PUSD), and the Plumas County Teachers Association (PCTA) on June 20, 2024.

1. Bargaining Disclosures AB1200

Action item: 2024-25 AB 1200 Public Disclosure of Collective Bargaining Agreements with PCTA, CSEA 193, CSEA 230 and Senior Management, Certificated Management, Classified Management and Classified Confidential (Unrepresented) Employees is attached for review.

Recommendation: Approval of the 2024-25 AB 1200 Public Disclosure of Collective Bargaining Agreements with PCTA. and ratification of agreement.

- a. Ratify Salary and Benefit Increases for PCTA 2024-25.

Action item: Ratification of agreement between PUSD and PCTA for the 2024-25 school year.

15. Future Agenda Items

16. Adjourn PCOE/PUSD Joint Meeting

Disability Information:

In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Superintendent's Office 48 hours prior to the meeting at (530) 283-6500 ext. 5201. All supporting documentation for this meeting is available for public review during regular business hours Monday through Friday from 8:00 am to 4:30 pm in the Superintendent's Office located at 50 Church Street in Quincy, or at www.pcoe.k12.ca.us.



Capitol | PFG

Developer Fee Justification Study Update

July 2024



Background

Developer Fee Law

Education Code
section 17620
authorizes a
school district to:

- “levy a fee, charge, dedication or other requirement against any development project for the construction or reconstruction of school facilities”
- Provided that the district can show justification for levying such fees

Government Code
section 65995
limits the fee to
be collected to
the statutory fee

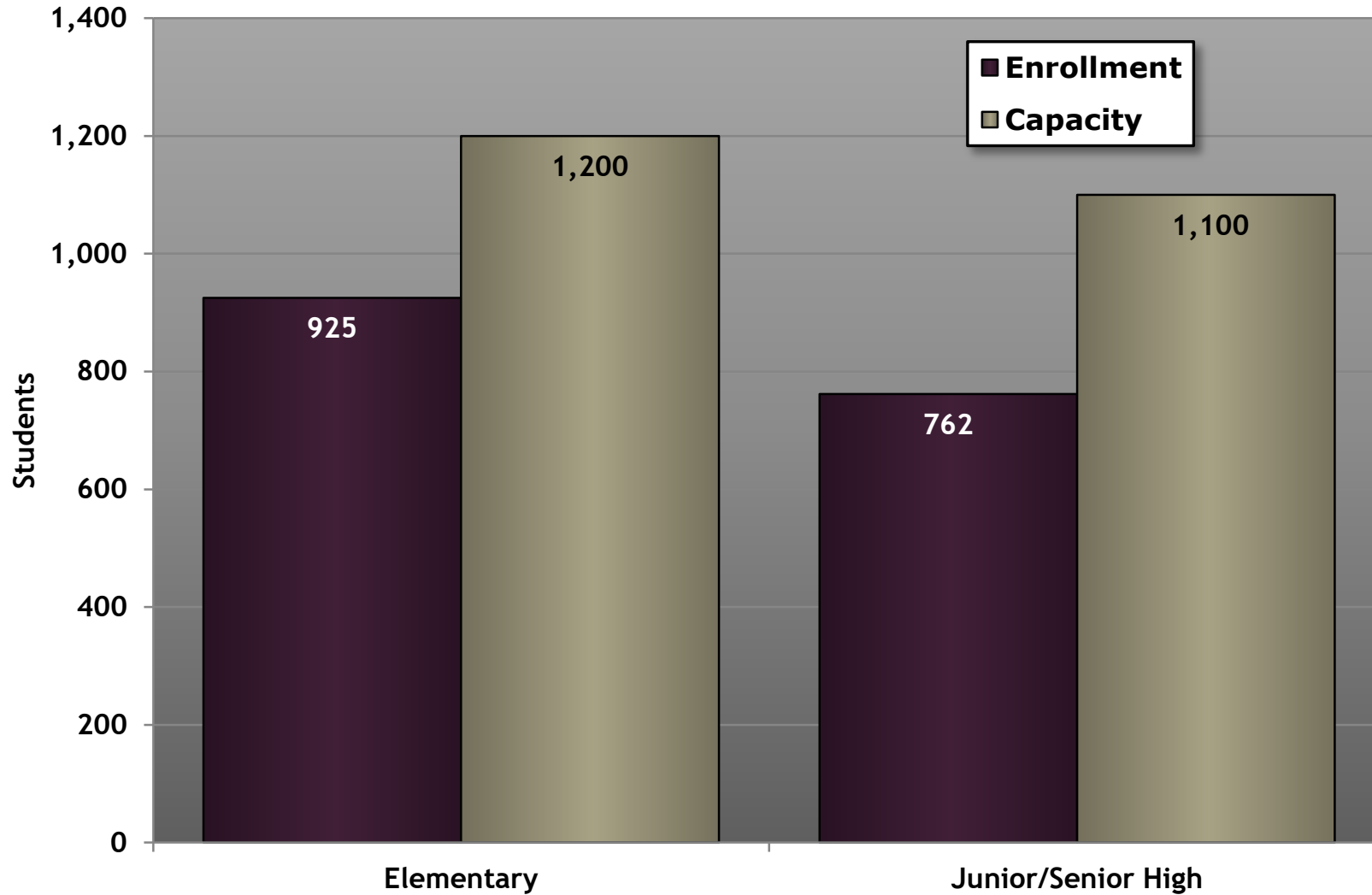
- As of January 2024:
 - \$5.17 per square foot of residential construction
 - \$0.84 per square foot of commercial/industrial construction

Legal Requirements

- Identify the purpose of the fee
- Identify how the fee is to be used
- Determine the benefit relationship
- Determine the burden relationship
- Determine the proportionality of the fee

Capacity & Enrollment

The District has a Combined Capacity of 2,300 with a Total Enrollment of 1,687 Students

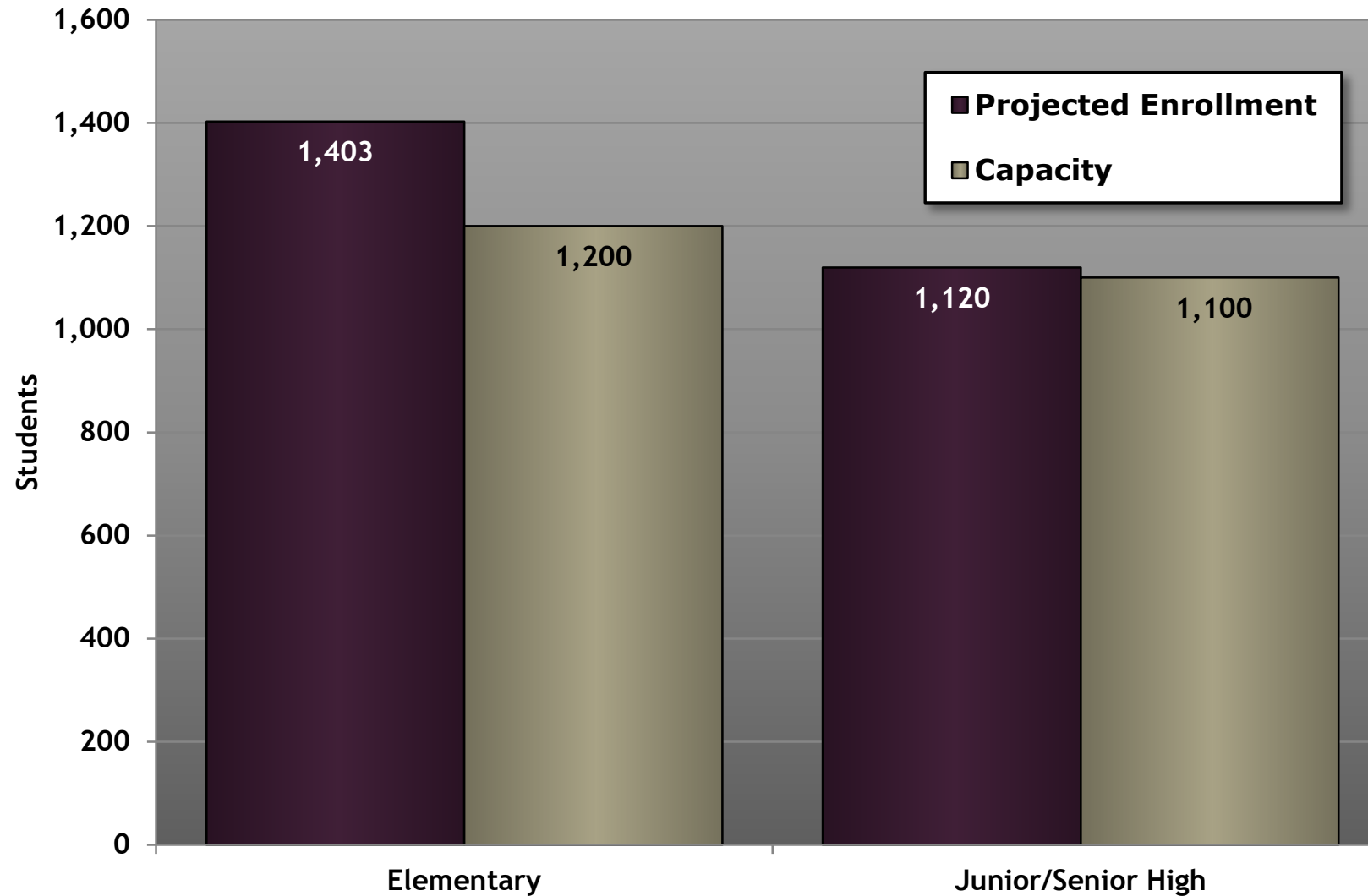


Projected Development & Enrollment

- ▶ A total of 1,194 units are projected to be constructed within the District's boundaries over the next ten years.
- ▶ Using student generation rates of 0.4 for TK-6 and 0.3 for 7-12 we can project the number of students that will be generated from new construction.

Projected Residential Development and Enrollment			
Project	# of Units	TK-6 Enrollment	7-12 Enrollment
Portola 192	189	76	57
Portola Highlands	1,005	402	301
Total	1,194	478	358

The District's Projected Enrollment will Leave 223 Unhoused Students



Facilities Needs & Fee Justification

Facilities Needs

Number of Classrooms Required for Projected Unhoused Students from New Development			
Grade Level	Unhoused Students from New Development	Classroom Capacity	Number of Classrooms Required
Elementary	203	25	9
Junior/Senior High	20	25	1

Unfunded Facilities Cost

- ▶ Based on the estimated cost for the design, sitework and acquisition, a new portable classroom will cost approximately \$400,000.
- ▶ It is estimated the District will have a total unfunded facilities cost of approximately \$4,000,000 million

Calculation of School Construction		
Portable Classroom Cost	Classrooms Required	Total Costs
\$400,000	10	\$4,000,000

Calculating the Residential Fee

Total Unfunded Facilities Costs

- \$4,000,000



Estimated Impact per Unit

- \$12,556



Average Size of New Units

- 2,066 sq. ft.



Facilities Cost per Square Foot

- \$6.08

Commercial Fee

School Facilities Cost Per Sq. Ft. of Commercial/Industrial Development						
Category	Employees Per Average Sq. Ft.	% Employees Residing in District	Dwelling Units Per Employee	TK-12th Students per Dwelling Unit	Cost per TK-12th Student	Cost per Square Foot
Banks	0.00283	0.333	0.544	0.7	\$12,556	\$4.51
Community Shopping Centers	0.00153	0.333	0.544	0.7	\$12,556	\$2.44
Neighborhood Shopping Centers	0.00271	0.333	0.544	0.7	\$12,556	\$4.31
Industrial Business Parks	0.00352	0.333	0.544	0.7	\$12,556	\$5.60
Industrial Parks	0.00135	0.333	0.544	0.7	\$12,556	\$2.15
Rental Self Storage	0.00006	0.333	0.544	0.7	\$12,556	\$0.10
Scientific Research & Development	0.00304	0.333	0.544	0.7	\$12,556	\$4.84
Lodging	0.00113	0.333	0.544	0.7	\$12,556	\$0.78
Standard Commercial Office	0.00479	0.333	0.544	0.7	\$12,556	\$7.63
Large High Rise Commercial Office	0.00431	0.333	0.544	0.7	\$12,556	\$6.86
Corporate Offices	0.00269	0.333	0.544	0.7	\$12,556	\$4.28
Medical Offices	0.00427	0.333	0.544	0.7	\$12,556	\$6.80

New Developer Fee

- ▶ The District is justified in the levying of residential and commercial maximum statutory developer fees

Maximum Developer Fee	Residential <ul style="list-style-type: none">• \$5.17 per Square Foot	Commercial <ul style="list-style-type: none">• \$0.84 per Square Foot
-----------------------------	---	--

- ▶ Lodging yields an impact of \$0.78 per square foot of construction and rental self-storage yields an impact of \$0.10 per square foot of construction.

Implementation of the Fees

Implementation

- ▶ District Board Approval
 - ▶ Notice of public hearing published
 - ▶ Hold the public hearing to consider adoption of the developer fee
 - ▶ Adopt a resolution to set the fee
 - ▶ Begin collecting the fee no sooner than 60 days following adoption of the resolution.
- ▶ Notifications
 - ▶ Provide planning and building departments of the City and the County with notice of the current fee rates and other information so that they may coordinate issuance of building permits with the District's fee program
- ▶ Fee Accounting
 - ▶ All fee revenues should be deposited into a restricted public facility fee account. Interest earned on fund balances should be credited to the fund.
 - ▶ On an annual basis, the District must provide a detailed accounting of the developer fee funds. Districts have 180 days from the close of the fiscal year to prepare this detailed annual accounting.

Thank You!



MEETING MINUTES

Mission Statement

Our mission is to collectively educate, nurture, prepare, and inspire all students every day.

Vision Statement

Our educational opportunities support an inclusive community that promotes lifelong learning, respect, and belonging, empowering all students to thrive.

Our Core Values

Learning - We support continuous learning first and foremost as the foundation for success.

Fiscal Responsibility - We fulfill our stewardship to provide for the students of today and tomorrow.

Compassion - We treat ourselves and others with compassion and respect.

Teamwork - We work together in a supportive and positive manner.

Individuality - We honor the unique gifts and contributions of each student, staff and community member.

Accountability - We follow through on our commitments. We are responsible and accountable for our actions and results.

Communication - We listen, respond, and follow through with open and respectful two-way communication.

Strategic Goals

Student Achievement - Student Success and Well-being: To achieve consistent annual growth, ensuring that all students reach or exceed grade-level proficiency in all subjects, develop social-emotional skills for lifelong success, and complete high school prepared for their future endeavors.

Fiscal Sustainability - To maintain a balanced budget, optimize resource allocation, ensure financial transparency, and commit to long-term sustainability.

Staff - Recruit and retain a highly-skilled, engaged, student - focused workforce while investing in ongoing professional development and career growth opportunities.

Family and Community - Enhance family engagement and community partnerships while establishing our schools as inclusive community centers.

Facilities - All facilities will be maintained and improved as safe, clean, innovative educational environments that cultivate a sense of pride.

Leadership - Cultivate a culture of transformative and inclusive leadership at all levels to inspire and empower one another to drive innovation, continuous improvement, staff, and student success.

Meeting Norms

Make sure each member's voice is heard

Turn off cell phones or put on vibrate

Be present and be prepared

Honor time; be effective and efficient

Disagree agreeably

Be respectful of others and engage in civil discourse

Keep confidential items confidential

Operate with trust

Stay on task

Assume and expect best intentions

Put aside personal issues

Keep the focus on students

Board of Education

Dave Keller, President
Joleen Cline, Clerk
Leslie Edlund
Chelsea Harrison
JoDee Read

Attendees

Voting Members

Leslie Edlund, Governing Board Member
David Keller, Governing Board President
JoDee Read, Governing Board Member
Chelsea Harrison, Governing Board Member

1. The PCOE-PUSD Joint Board Meeting will be available for viewing via YouTube Live.

2. Call to Order PCOE/PUSD Joint Board Meeting - Dave Keller

President Keller called the meeting to order at 4:00 pm.

3. Flag Salute

4. Roll Call - Patty McCutcheon

5. Approval of PCOE/PUSD Agenda (Action) - Dave Keller

Motion to approve the agenda.

Trustee Harrison arrived at 4:02 pm.

Motion made by: JoDee Read

Motion seconded by: Leslie Edlund

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Not Present

6. Public Input

Quick Summary / Abstract

**7.
Student**

No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Board or the Plumas Unified School District staff may briefly respond to statements made or questions posed. (Education Code 54954.2) There is a three minute time limit for each person who addresses the Governing Board during public input. Public comment will be honored by participants **attending in person**, or by submitting or emailing written comments to: pmccutcheon@pcoe.k12.ca.us, **prior to 2 pm** the day of the meeting. Note: Speaker time limit of 3 minutes is monitored, with a limit of 20 minutes per topic.

Superintendent Roderick introduced Andrea Ceresola, Director of Student Services, effective 7/1/24.

Achievement

a. Plumas Crisis Intervention Resource Center- Suzanne Shelton - 10 minutes

Quick Summary / Abstract

b.

Information item: Suzanne Shelton, Coordinator for the Plumas & Sierra SAFE Program will provide a presentation regarding the support they offer to Plumas County students.

Suzanne Shelton, and Cathy Rahmeyer, PCIRC, shared information with the board regarding topics that programs that they want to share with students at our school sites. They shared that around 90% of the cases they address now, are a result of abuse issues while they were children.

Suzanne shared information about booths that they plan to set up at schools about healthy relationships for older students, and my body belongs to me, at the elementary level. It was well received when offered in prior years. She shared that she has worked in Sierra County schools, without receiving any complaints or having issues.

Sex trafficking is another issue that they want to teach our students to watch out for.

They can also bring in self-defense trainers for students. They suggested having presentations once per quarter. Superintendent plans to have these ladies meet with the principals to create a plan for parent permissions, and presentations to students. It was also suggested that we provide staff training so that they are aware of the signs of trafficking or abuse.

Quarterly Reports on Williams Uniform Complaints - Bill Roderick - 1 minute

Quick Summary / Abstract

1.

PCOE

Information item: A requirement of Education Code 35186 section (d) is that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and to the governing board of the school district. No complaints regarding textbooks and instructional materials, teacher vacancies or mis-assignment, or conditions of facilities were filed with any school in the district during the quarter ending June 2024.

2.

Information only, no action required.

PUSD

8. Fiscal

a. Developer Fee Justification Study - Bill Roderick - 10 minutes

Quick Summary / Abstract

1.

Information/Discussion item: Capital PFG has prepared a Developer Fee Study. California Education Code 17620 authorizes a school district to levy fees against any development project for the construction or reconstruction of school facilities, providing that the district can show justification for levying such fees.

Background information will be shared which provides justification for approval to levy fees as stated. A new Board Policy is included to provide the guidelines for this process.

Recommendation: Information only, this proposal, and board policy, will return for approval in August.

Chris Terry, Capitol PFG, shared a presentation which is an overview of the study that was conducted. (Presentation attached to the minutes). The State Allocation Board (SAB) sets the rate every two years (set in January 2024), based on inflation. The fee collected from developers will provide funding to ensure that the district has sufficient facilities to educate children who enroll as a result of new housing developments. Chris shared that he reached out to the City of Portola and the County of Plumas, and learned that there are 2 new housing developments projected to be moving forward within the next 10 years. Ed Code allows us to begin collecting developer fees to allow us to finance classrooms to accommodate new students. He shared that these are conservative cost estimates. If the SAB updates their fees, we are allowed to update with that fluctuation. Using their software, they are able to estimate the costs. Any properties that are developed with an age minimum would be charged the commercial rate, as opposed to the residential rate. Any funds collected would be restricted funding and held in a special fund by the school district.

In August we will have a public hearing, which will be noticed on our website and in a local paper. We can begin collecting fees 60 days after the board meeting on August 14, 2024. There are some requirements which must be followed. Capitol PFG can assist with the reporting process and accountability. Reports will be provided to the Board and shared on our website. We anticipate that our auditors will track this information. Our business office expects no concerns regarding tracking this projected funding, which will be held in Fund 25. Mountain Messenger is our nearest publication. The funds are intended to benefit students from new development, such as repurposing a space to make it for students, and maintaining facilities which are used by students.

BP/AR 7211 - Bill Roderick - 2 minutes

9. Facilities

a. Measure B Project Updates - Bill Roderick -5 minutes

Information/Discussion/Action item: Project requests, including contracts, change orders, and bid awards will be discussed, as well as dialogue regarding future projects and timelines.

In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

1. The attached spreadsheet "Measure B Project Requests" includes new contracts, change orders, and bid awards. Additional project information may be shared as soon as it is available.

Recommendation: Approval is requested for the project list and changes as presented.

Superintendent Roderick shared, after inspection by the flooring company, it was determined that the Portola JSHS gym floor did not need to be replaced, just maintained appropriately. PJSHS would like to spend the cost savings to improve the school branding. Their students created a plan to present to the board for approval for the upgrades. The result would be a significant improvement in the look and the function, of PJSHS. The students who worked on this proposal are very excited about it. The

proposed work is to be done by local contractors.

Items 1 – 5, and 7, are PJSHS. Item 6 is for fencing around our new garden area at the QES Alder campus, which will be relocated on their campus.

The remaining balance could be directed toward other projects in the district.

Motion to approve the Measure B projects as presented.

Motion made by: JoDee Read

Motion seconded by: Chelsea Harrison

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

b. Facilities Update - Other Funds - Bill Roderick - 5 minutes

Quick Summary / Abstract

Action Item: An update will be provided on the most recent projects and an opportunity for comments, questions, and dialogue regarding future projects and timelines. Items within this update are paid from funds other than Measure B (General Fund 01, School Facilities Fund 35). This includes items that are paid from tax exempt lease financing programs as well as the general fund, which may be later reimbursed through Dixie Fire claims or other state or federal programs. In the event that an item is presented between the time this agenda is posted and the actual day of the meeting, staff will provide their recommendations on items that require board action.

Recommendation: Approval of items as presented.

Motion to approve the general fund projects as presented.

Motion made by: Leslie Edlund

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

10. Leadership

a. Superintendent's Update - Bill Roderick - 5 minutes

The superintendent recognized the PCOE-PUSD 12 month staff who work all summer. We also have close to 40 student workers who are learning the value of serving their community this summer. DO staff are busy planning events for the upcoming school year. The fiscal department is closing out 2023/24 and planning for 2024/25. HR is working to fill our open positions and transition over to new insurance carrier. M&O is working hard to do summer maintenance projects before the next school year.

Kudos to those folks who work so hard in the summer.

b. Policy Updates - Bill Roderick - 5 minutes

Quick Summary / Abstract

Action item: The following board policies and administrative regulations have been revised according to CSBA recommendations:

Rationale: Remain in compliance with Education Code and legislative changes

Financial Impact: None

Recommendation: CSBA has provided the identified revisions for your consideration. The attached policies are the first read. However, they may be approved if the board agrees with the recommended revisions.

BP 0420.41	Charter School Oversight
BP/AR 1113	District and School Websites
BP 1260	Educational Foundation
BP 2121	Superintendent's Contract
BP 4112.9/4212.9/4312.9	Employee Notification
BP/AR 4121	Temporary/Substitute Personnel
BP/AR 4127/4227/4327	Temporary Athletic Team Coaches

Motion to approve the revisions as recommended.

seconded by: Leslie Edlund

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

Motion
made
by:
JoDee
Read
Motion

11. Consent Item- 1 minute

a. Minutes From the Board Meeting

1. 5/8/24

Motion to approve the minutes from 5/8/24.

Motion made by: Leslie Edlund

Motion seconded by: Chelsea Harrison

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Abstain

Chelsea Harrison - Yes

2. 6/18/24

Motion to approve the minutes from 6/18/24.

Motion made by: Chelsea Harrison

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes
JoDee Read - Yes
Chelsea Harrison - Yes

3. 6/21/24

Motion to approve the minutes from 6/21/24.

Motion made by: Chelsea Harrison

Motion seconded by: Leslie Edlund

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Abstain

Chelsea Harrison - Yes

b. Service Contracts Included With This Agenda

Motion to approve the service contracts included with this agenda.

Motion made by: Chelsea Harrison

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

c. PUSD Check registers for the month of June 2024

Motion to approve the PUSD check register for June 2024.

Motion made by: Leslie Edlund

Motion seconded by: Chelsea Harrison

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

d. Donations

Motion to approve the donations, with appreciation.

Motion made by: Leslie Edlund

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

e. Field Trips

Motion to approve the field trips included with this agenda.

Motion made by: Leslie Edlund

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

12. Closed Session

President Keller called for a closed session at 5:04 pm.

a. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters including:

1. Public Employment: Position: Personnel transactions included with this agenda.
2. Public Employee Evaluation(s): principal(s), administrator(s), management and Superintendent
3. Public Employee(s) Discipline/Dismissal/Release/Reassignment

4. Pursuant to sections 54957.6 and 3549.1 of the Government Code:

a. Conference with Labor Negotiator(s): Agency Negotiators: Kristy Warren. Association(s) PCTA and CSEA; and All Unrepresented Personnel - Administrators, Management, Confidential, Classified

b. c. Anticipated Litigation, pursuant to Government Code 54956.9; 1 potential case.

13. Reconvene

President Keller reconvened the meeting at 5:29 pm.

a. Report out any Action taken during Closed Session

No action taken during closed session.

14. Staff

a. Personnel Items

1. Personnel Transactions Included With This Agenda

Quick Summary / Abstract

a.

Action item: The PUSD agenda may include, but is not limited to, offers of employment, and a change in hours. In addition, you will find a resignation and an administrative salary schedule.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the Human Resources agenda items.

Information item: The PCOE agenda may include, but is not limited to, an offer of employment for a supervisor and a job description. These are approved by the County Superintendent.

PCOE

Information only, approved by the County Superintendent.

b. PUSD

Quick Summary / Abstract

Action item: This agenda may include, but is not limited to, offers of employment for, certificated, and classified staff. In addition, you will find a transfer, resignations, authorization for recruitment, a contract employee and athletic positions.

Rationale: Recruit and retain the most talented, student-centered staff and invest in their professional growth.

Recommendation: Consideration of the PUSD Human Resources agenda items.

Motion to approve the PUSD HR agenda items as presented.

Motion made by: Leslie Edlund

Motion seconded by: Chelsea Harrison

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

c. Superintendent's Contract

Quick Summary / Abstract

Action item: Consideration of minor changes to the superintendent's contract.

Motion to approve changes to the Superintendent's contract.

Motion made by: Chelsea Harrison

Motion seconded by: Leslie Edlund

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

b. PUSD - PCTA - Tentative Agreement

1. Bargaining Disclosures AB1200

Quick Summary / Abstract

Action item: 2024-25 AB 1200 Public Disclosure of Collective Bargaining Agreements with

PCTA, CSEA 193, CSEA 230 and Senior Management, Certificated Management, Classified Management and Classified Confidential (Unrepresented) Employees is attached for review.

Recommendation: Approval of the 2024-25 AB 1200 Public Disclosure of Collective Bargaining Agreements with PCTA. and ratification of agreement.

Motion to approve the 2024-25 AB 1200 Bargaining Disclosures as presented.

Motion made by: Chelsea Harrison

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

a. Ratify Salary and Benefit Increases for PCTA 2024-25.

Quick Summary / Abstract

Action item: Ratification of agreement between PUSD and PCTA for the 2024-25 school year.

Motion to approve the agreement as presented.

Motion made by: Chelsea Harrison

Motion seconded by: JoDee Read

Voting:

Leslie Edlund - Yes

David Keller - Yes

JoDee Read - Yes

Chelsea Harrison - Yes

15. Future Agenda Items

Developer Fee Justification Study, related board policy and regulation, resolution; course catalog.

16. Adjourn PCOE/PUSD Joint Meeting

President Keller adjourned the meeting at 5:04.