



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

**AGENDA FOR REGULAR MEETING
MAY 13, 2025, 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 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](http://LIVE%20ONLINE)

ZOOM Participation

Although the County strives to offer remote participation, it should 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads (5 mins)

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.(5 Minutes)

B. Receive presentation from Sierra Buttes Trail Stewardship on Off-Highway Vehicle program, Connected Communities, and other programming. Discussion only.

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. DISTRICT ATTORNEY

- 1) Approve and authorize Chair to sign an agreement between Plumas County District Attorney and UBEO to lease two (2) copy machines for the main office, and the Day Reporting Center at the new jail; effective May 2025 not to exceed \$43,000; (General Fund Impact) as approved in recommended FY 24/25 budget 7030152 /520250 (main office); (No General Fund Impact) PATH Grant Funds; (Day Reporting Center) approved as to form by County Counsel.

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025; not to exceed \$46,750.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025 ;not to exceed \$15,810.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center (PCIRC) Bringing Families Home Child Welfare System Housing Program (BFH); (No General Fund Impact) State Funded; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent to break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/25-6/30/26; not to exceed \$ 30,000.00; (No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds; approved as to form by County Counsel.
- 5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc for Card Swipe and HVAC controls; effective May 6, 2025; not to exceed \$ 33,788.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Amendment No. 6 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation and resident engineer services for the Beckwourth-Calpine Road (A23)(CR109) Pavement Rehabilitation Overlay Project; No General Fund Impact; approved as to form by County Counsel
- 2) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Mechanic I/II; No General Fund Impact; Road funds.

D. SHERIFF

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to inmates; effective July 1, 2025; not to exceed \$150,000.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES - Joshua Mizrahi

- 1) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. **Roll call vote**
- 2) Adopt **RESOLUTION** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B. SOCIAL SERVICES - Laura Atkins

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action.

4. BOARD OF SUPERVISORS

- A. Adopt **RESOLUTION** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B. APPOINTMENTS

- 1) Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action.

C. CORRESPONDENCE

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

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- B. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 19, 2025.
- C. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.
- D. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.
- E. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.
- F. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.
- G. Conference with Legal Counsel: Request to present a late claim, filed by Cecilie Hewitt, received on April 24, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, May 20, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: May 13, 2025

SUBJECT: Receive presentation from Sierra Buttes Trail Stewardship on Off-Highway Vehicle program, Connected Communities, and other programming. Discussion only.

Recommendation:

Receive presentation from Sierra Buttes Trail Stewardship on Off-Highway Vehicle program, Connected Communities, and other programming.

Background and Discussion:

Sierra Buttes Trail Stewardship is providing an update on their trail activities, including their work with the Off-Highway Vehicle program and Connected Communities.

Action:

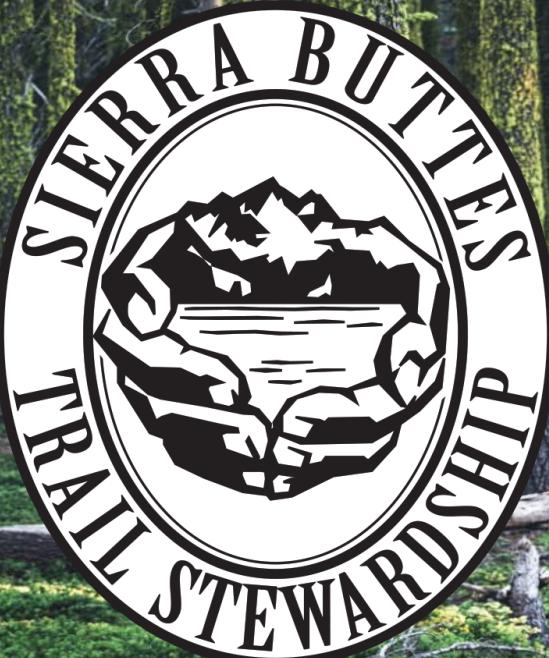
No action is being requested at this time.

Fiscal Impact:

No fiscal impact.

Attachments:

1. SBTS Presentation (1)



Since **2003** the Sierra Buttes Trail Stewardship has

Built over 200 Miles of Trails

Maintained 2,559 Miles of Trails

Mobilized 10,816 Volunteers, donating over 131,052 hours of labor

Equalling \$3,933,725 in Volunteer In-Kind match

Revitalizing The Lost Sierra:



- Minimize Wildfire Risk
- Strengthen Local Economy
- Increase Recreation & Access



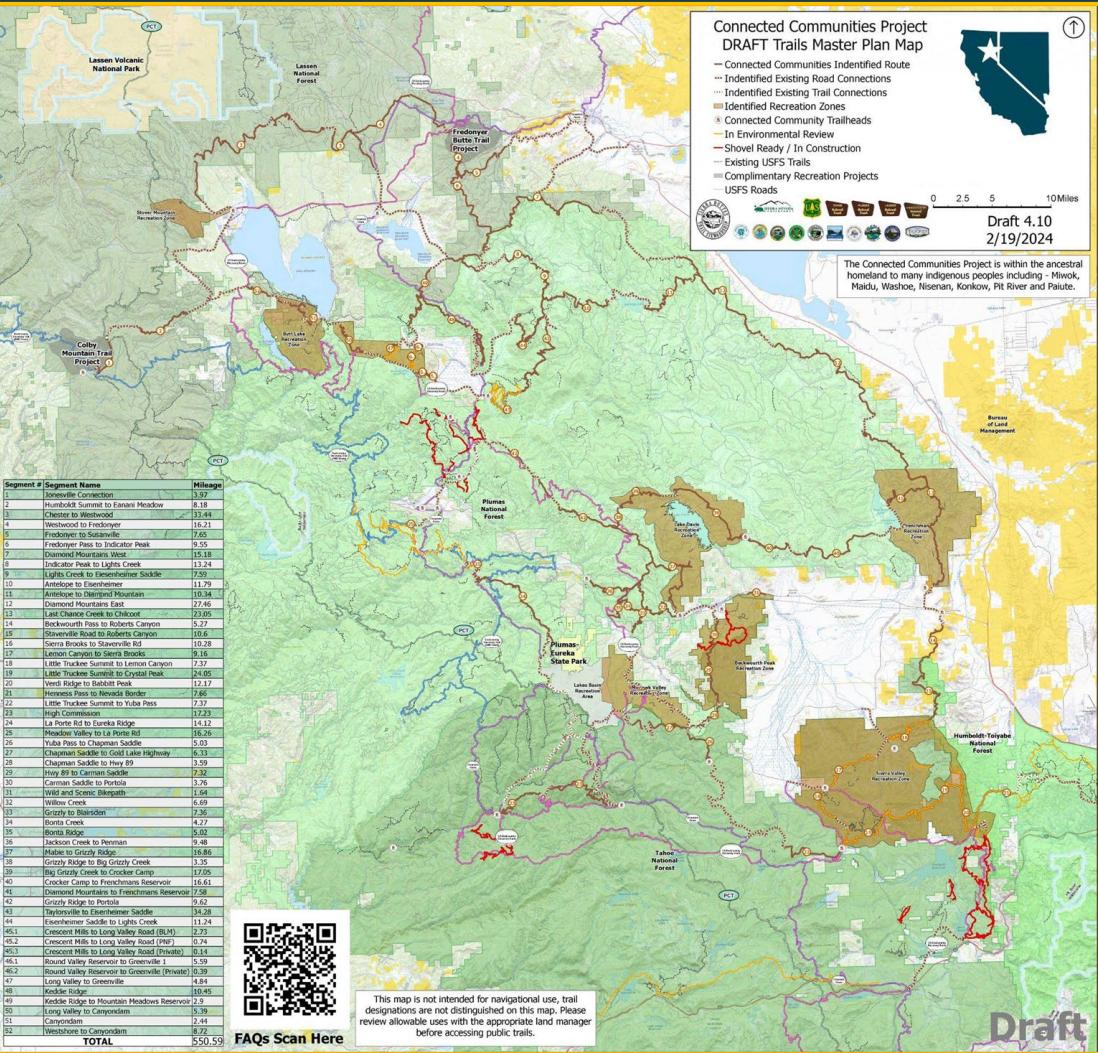
With TRAILS as the TOOL

To Connect, Protect, and Revitalize Communities

WILDFIRE - Using Fire-Hardened Trails to protect communities

LOCAL ECONOMY - Tourism income creates opportunities

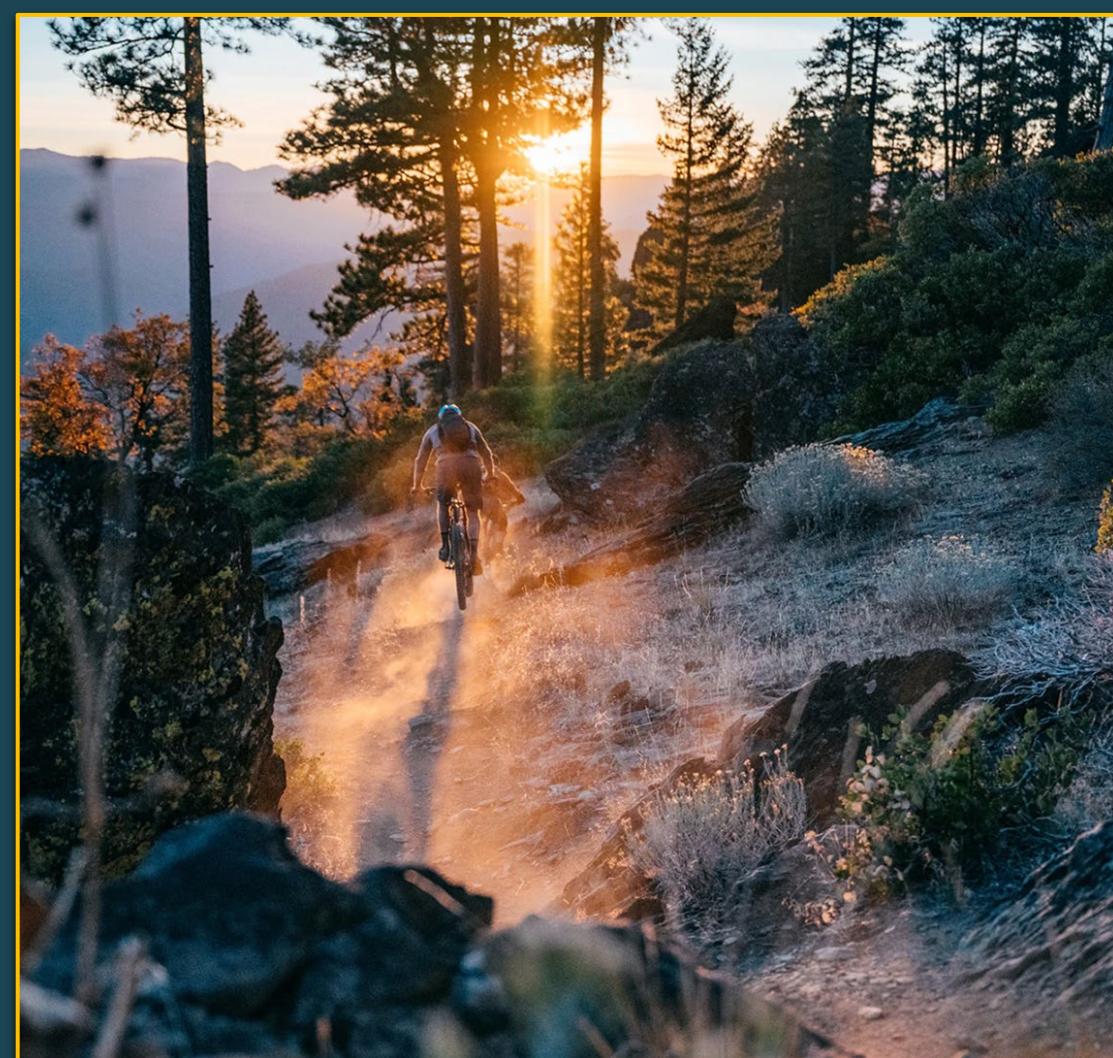
RECREATION - Multi-use trails, Yuba Expedition Shuttles, Bike Races, Trailfest



The Vision

Final public input and comments completed in 2024.

-Amazing feedback with priorities and concerns
 -SBTS working through all comments and hopes to have final version completed soon!



PHASE 1: Pre - Planning

TRAILS MASTER PLAN (Connected Communities)

PHASE 2: Environmental Review

North Fork

Claremont

PHASE 3: Development

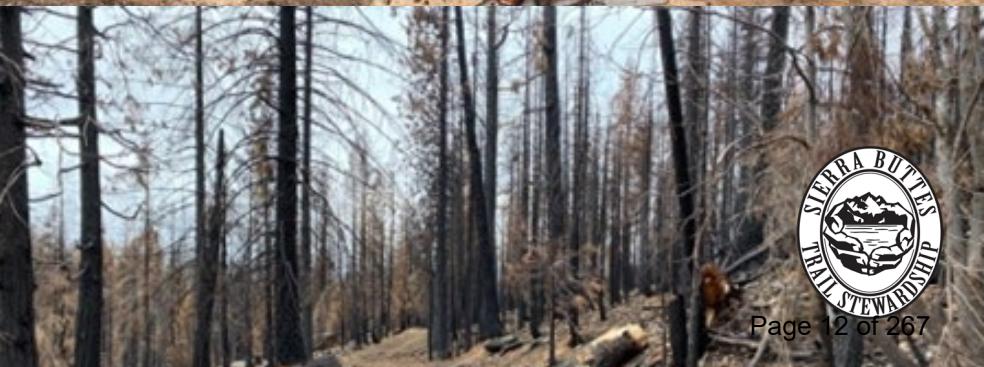
Mount Hough Phase II - almost done!

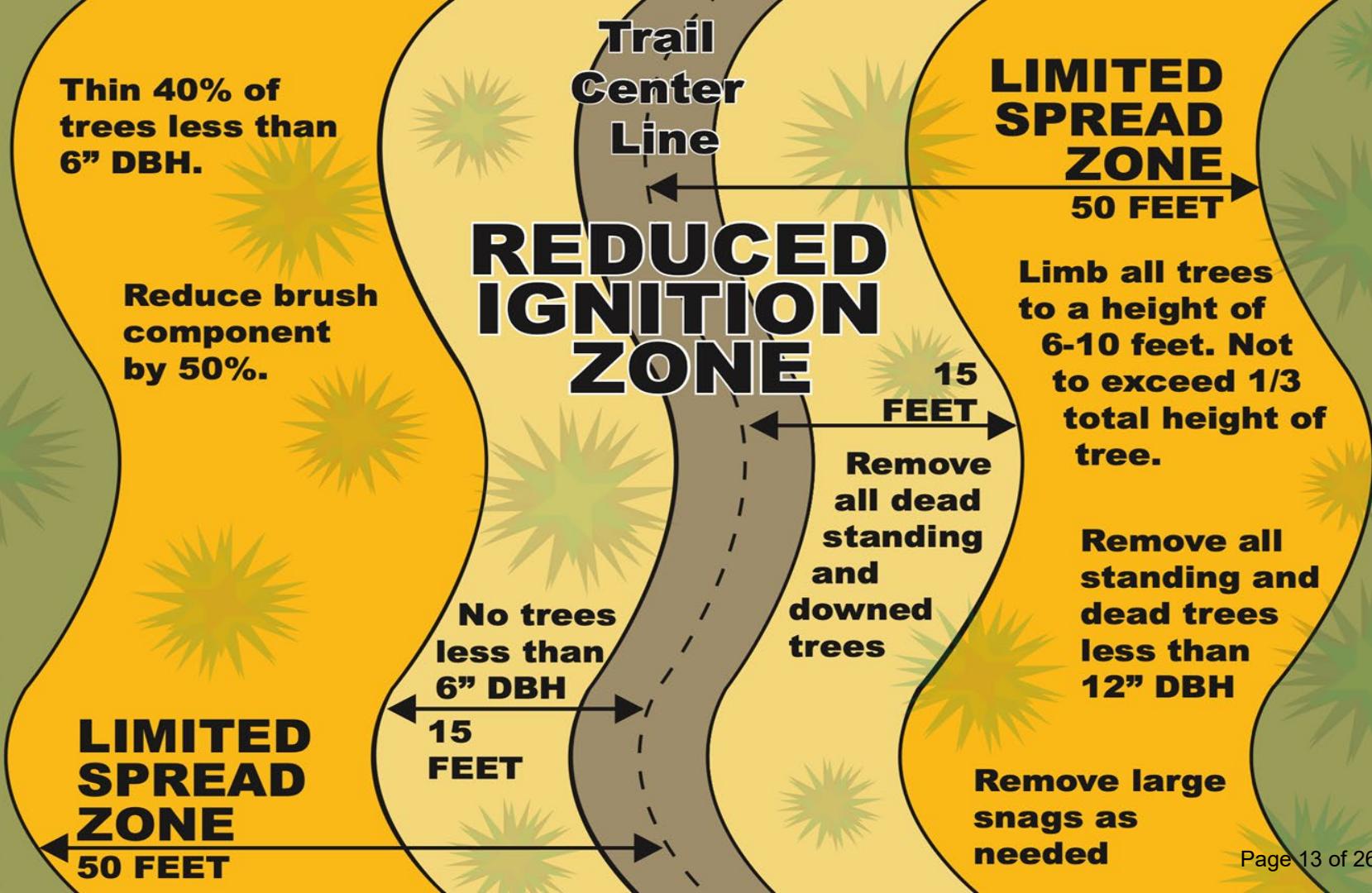
Beckwourth Peak

PHASE 4: Maintenance

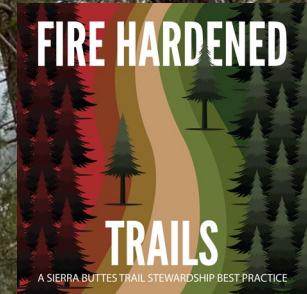
Over 250 miles of trails in Plumas, Tahoe and Lassen National Forests













**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County District Attorney and UBEO to lease two (2) copy machines for the main office, and the Day Reporting Center at the new jail; effective May 2025 not to exceed \$43,000; (General Fund Impact) as approved in recommended FY 24/25 budget 7030152 /520250 (main office); (No General Fund Impact) PATH Grant Funds; (Day Reporting Center) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County District Attorney and UBEO to lease two (2) copy machines for the main office, and the Day Reporting Center at the new jail; effective May 2025 not to exceed \$43,000; (General Fund Impact) as approved in recommended FY 24/25 budget 7030152 /520250 (main office); (No General Fund Impact) PATH Grant Funds; (Day Reporting Center) approved as to form by County Counsel.

Background and Discussion:

The copy machine in the District Attorney's office has stopped working. It is 7 years old, the maintenance contract has expired, and we need a replacement immediately. The other copier will be for the Day Reporting Center at the new jail.

Action:

Approve and authorize Chair to sign an agreement between Plumas County District Attorney and UBEO to lease two (2) copy machines for the main office, and the Day Reporting Center at the new jail; effective May 2025 not to exceed \$43,000; (General Fund Impact) as approved in recommended FY 24/25 budget 7030152 /520250 (main office); (No General Fund Impact) PATH Grant Funds; (Day Reporting Center) approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact as approved in FY 24/45 recommended budget 7030152/520250 for DA Office Copier. No General Fund Impact for Day Reporting Center PATH Grant Funds.

Attachments:

1. DA UBEO Contract

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 **District Attorney's Office** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D, E and F attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-three thousand and 00/100 dollars (\$43,000.00).
3. Term. The term of this agreement shall be from May 13, 2025, to May 12, 2025, 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.

_____ COUNTY INITIALS

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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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives, and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
 - d. Workers Compensation insurance in accordance with California state law.
- If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.
10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

District Attorney
County of Plumas
520 Main Street, Room 404
Quincy, CA 95971
Attention: Sheri Johns

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Gary Chitwood

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- 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 ON FOLLOWING PAGE]

_____ COUNTY INITIALS

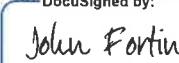
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CONTRACTOR INITIALS _____

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

CONTRACTOR:

UBEQ WEST, LLC

By: 
John Fortino
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

APPROVED AS TO FORM:

By: 
Plumas County Counsel

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Contractor shall provide two (2) new Canon C5840i; B&W & Color; print, copy, scan to folder.
2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT B
Fee Schedule

1. County shall pay a total of \$1,192.04 monthly for a term of 36 months broken up as follows:
 - a) County shall pay \$959.54 per month to lease two (2) Canon C5840i.
 - b) County shall pay \$232.40 per month for maintenance on two (2) Canon ImageRunner Advance DX C5840i print/copy/scan to folder to include up to 12,000 monthly black and white images (36,000 quarterly) and 2000 monthly color images (6,000 quarterly) on the equipment covered by this Agreement. County shall pay an additional \$0.0079 per quarter for black and white images over 36,000 and \$0.0615 per color images over 6,000.
 - c) County shall own the two (2) Canon ImageRunner Advance DX C5840i at the end of the 36-month term with a \$1.00 buyout.
2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

Canon Financial Services, Inc. (CFS)
14904 Collections Center Drive
Chicago, IL 60693-0149
3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.
4. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.
5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made

_____ COUNTY INITIALS

_____ CONTRACTOR INITIALS

by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

 COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT C

Manage Rental Agreement

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



MANAGE RENTAL AGREEMENT

Owner: **UBEOT WEST, LLC**

CUSTOMER INFORMATION			
Bill To Full Customer Legal Name County of Plumas, California		Contact Person	Installation Site Key Operator
Street Address 520 Main St Room 404		Title	Title
Box/Suite/Routing		Telephone # (530) 283-6912	Telephone #
City Quincy	State CA	Zip Code 959719634	Facsimile # () -
Installation Address (if different from above)		e-mail	e-mail

EQUIPMENT INFORMATION

Quantity	Make	Item	Description (or Accessories)
1	2	Canon	imageRUNNER ADVANCE DX C5840i
2			
3			
4			
5			
6			
7			
8			

Payment	\$1192.04	Term (Months)	36 - \$1 buyout
---------	-----------	---------------	-----------------

Payment Frequency	Monthly	Image Meter Reading Frequency (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	16000	Excess Per Image Charge (B&W)	\$0.00790
Color Image Monthly Allowance	2000	Excess Per Image Charge (Color)	\$0.05300
Linear Feet Monthly Allowance		Excess Per Image Charge (Linear Feet)	
xMedius Page/DID Monthly Allowance		xMedius Excess Per Page/DID Charge	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included NOCOLOR Supplies Included NO

AGREEMENT NUMBER

All amounts exclusive of applicable taxes

SALES REPRESENTATIVE

THIS AGREEMENT CANNOT BE TERMINATED EARLY.

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) included:

A	B	C
---	---	---

Meters	<input checked="" type="checkbox"/> UDCA	<input type="checkbox"/> Fax	<input type="checkbox"/> e-Mail	Meter Contact	<input type="checkbox"/> e-Mail	<input type="checkbox"/> Fax#
--------	--	------------------------------	---------------------------------	---------------	---------------------------------	-------------------------------

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

OWNER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name	Plumas County, California	Federal Tax ID	Owner	UBEOT WEST, LLC
By (Please Print)			By	John Fortino
Signature			Signature	John Fortino
Title	Date	Title	CFO	Date 4/30/2025

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print)	Title
Signature	Date

UMANAGE RENTAL AGREEMENT

TERMS and CONDITIONS

- 1. Ownership and Use of System:** Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.
- 2. Payment:** Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay \$35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and not subject to cancellation, reduction, setoff or counterclaim. **THIS AGREEMENT IS NON-CANCELABLE**
- 3. Excess Images:** Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.
- 4. Term and Transition Billing:** This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on the date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.
- 5. Upgrade and Downgrade Provision:** Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.
- 6. Taxes and Fees:** This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.
- 7. UCC Filing:** The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants that Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.
- 8. Collateral Protection, Liability and Insurance:** The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party. Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. **NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM.** Owner may file claims and endorse insurance checks on the Customer's behalf.
- 9. Indemnity:** After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. **IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES**
- 10. Maintenance and Care of Owner's System:** The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBE WEST LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBE WEST LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to, parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer) in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc) and toner and developer in colors clear, gold, silver, white and fluorescent pink
- are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBE WEST LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.
- 11. Location of System:** The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.
- 12. Assignment:** THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLT OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBE WEST LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.
- 13. Warranty Disclaimer:** OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABILITY. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.
- 14. Default and Remedies:** The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence, (iv) Customer makes or has made false statement or misrepresentation to Owner, (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition, (vi) any guarantor defaults under any guarantee for this Agreement, (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due. Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement, b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense, or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any costs associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.
- 15. Business Agreement and Choice of Law:** THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.
- 16. Renewal and Return of System:** After the Minimum Term, as defined by the Agreement and any written extension thereto, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.
- 17. Other Rights:** The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.
- 18. UCC-2A Provisions:** Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.
- 19. Entire Agreement:** This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver or other change unless agreed to in writing and signed by both parties.
- 20. MISCELLANEOUS:** Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT D

Municipal Fiscal Funding Addendum

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Municipal Fiscal Funding Addendum

Lessor's Application Number:	2049133
Lessor's Agreement Number:	
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name

County of Plumas, California

("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

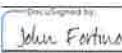
Lessor	UBEO West, LLC	Customer
By		By
Printed Name	John Fortino	Printed Name
Title	CFO	Title
Date	4/30/2025	

EXHIBIT E

Addendum to Agreement for application #2037021

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Addendum to Agreement for application # 2049133

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC DocuSigned by:  By: <u>John Fortino</u> Title: <u>CFO</u> Date: <u>4/30/2025</u>	County of Plumas, California By: _____ Printed Name: _____ Title: _____
	
By: _____ Printed Name: _____ Title: _____	

EXHIBIT F

\$1.00-OUT Purchase Addendum

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

\$1.00-OUT PURCHASE ADDENDUM

ADDENDUM TO AGREEMENT FOR CUSTOMER # / APPLICATION # / LEASE # _____

WHEREAS, UBEO West, LLC (Dealer) ("Lessor") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

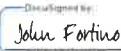
It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions in the Agreement are amended as follows:

"Provided that no event of default under the Agreement has occurred and is continuing, Customer shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term Lessor will transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate."

Customer agrees that Lessor may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY LESSOR.

LESSOR	CUSTOMER
By: 	By: _____
Printed Name: John Fortino	Printed Name: _____
Title: CFO	Title: _____
Date: 4/30/2025	



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025; not to exceed \$46,750.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025; not to exceed \$46,750.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.

Background and Discussion:

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

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

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025; not to exceed \$46,750.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds.

Attachments:

1. 5250 FINAL

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

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

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. **Services**: University shall present the program (“**Program**”) as more fully described in “**Exhibit A**”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. **Limit on attendance**: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.
 - b. **Reschedule/cancel of class**: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. **Term**: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2026. All courses must be completed by June 30, 2026.
3. **Payment**: User shall pay University for Service as set forth in “**Exhibit A**”, attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Intentionally Omitted

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
 - a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

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

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all

expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

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

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

17. **Tobacco-free Campus:** University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. **Equal Opportunity Affirmative Action:** University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With

respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

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

UNIVERSITY
Michell Franklin
Program Director
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: mtfranklin@ucdavis.edu

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

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

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

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
Steven Kobayashi, Associate Director
Procurement and Contracting Services
UC Davis

Date: April 25, 2025

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____
Kevin Goss, Chair BOS

Date: _____

EXHIBIT A

TRAINING PROGRAM

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

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

Exhibit B

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

N/A



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025 ;not to exceed \$15,810.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025 ; not to exceed \$15,810.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

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

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

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025 ; not to exceed \$15,810.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds.

Attachments:

1. 5249 FINAL cws

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

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

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. **Services**: University shall present the program (“**Program**”) as more fully described in “**Exhibit A**”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. **Limit on attendance**: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.
 - b. **Reschedule/cancel of class**: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. **Term**: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2026. All courses must be completed by June 30, 2026.
3. **Payment**: User shall pay University for Service as set forth in “**Exhibit A**”, attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Intentionally Omitted

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

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.
- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by

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

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

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

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not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

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

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

UNIVERSITY
Michell Franklin
Program Director
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: mtfranklin@ucdavis.edu

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

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

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

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Steven Kobayashi

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University
of California, ou=Procurement & Contracting Services,
email=stkbayashi@ucdavis.edu, c=US
Date: 2025.04.25 09:14:40 -07'00'

Steven Kobayashi, Associate Director
Procurement and Contracting Services
UC Davis

Date: April 25, 2025

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____
Kevin Goss, Chair BOS

Date: _____

EXHIBIT A

TRAINING PROGRAM

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

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

Exhibit B

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

N/A



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center (PCIRC) Bringing Families Home Child Welfare System Housing Program (BFH); (No General Fund Impact) State Funded; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center (PCIRC) Bringing Families Home Child Welfare System Housing Program (BFH); (No General Fund Impact) State Funded; approved as to form by County Counsel.

Background and Discussion:

A critical barrier for families who are working towards reunification is to assure that they have stable housing. A family can have great difficulty meeting their goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families involved with CWS.

The CWS Housing Support Program has, as its goal, fostering housing retention and assisting CWS families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center (PCIRC) Bringing Families Home Child Welfare System Housing Program (BFH); (No General Fund Impact) State Funded; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State Funds

Attachments:

1. 5394 FINAL Amend 1
2. CWS BFH 24-25 PCIRC

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION AND RESOURCE
CENTER

This First Amendment to Agreement (“Amendment”) is made on July 01, 2024, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, (“COUNTY”) and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (“CONTRACTOR”), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated July 1, 2024, (the “Agreement”), in which CONTRACTOR agreed to administer the Bringing Families Home Child Welfare System Housing Program (BFH) for Plumas County.
- b. Because the State has extended the timeline to spend the funds for this agreement, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 3 is amended in its entirety to read as follows:

Term. The term of this agreement shall be from July 1, 2024, through December 31, 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 date of approval of this Agreement by the Board of Supervisors.

[Signatures on following page]

2. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention and Resource Center
(PCIRC), a California Corporation

By: _____
Name: Kate Rahmeyer
Title: EXECUTIVE DIRECTOR
Date signed: _____

COUNTY:

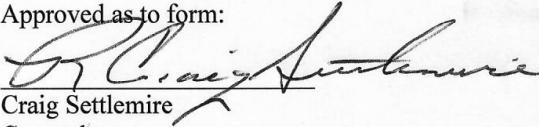
County of Plumas, a political subdivision of
the State of California

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Craig Settemire
Counsel

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00).
3. **Term.** The term of this agreement shall be from July 1, 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

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CONTRACTOR INITIALS KR

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

COUNTY INITIALS

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CONTRACTOR INITIALS KR.

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

COUNTY INITIALS

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CONTRACTOR INITIALS KR.

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

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

County:

Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Debbie Wingate, Acting Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Executive Director

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

COUNTY INITIALS

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CONTRACTOR INITIALS 

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

COUNTY INITIALS

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CONTRACTOR INITIALS KR.

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

CONTRACTOR:

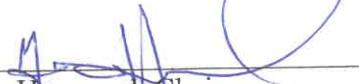
Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: 

Name: Kate Rahmeyer
Title: Executive Director
Date signed:

COUNTY:

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

By: 

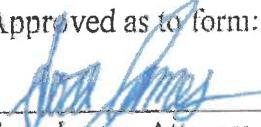
Greg Hagwood, Chair

Board of Supervisors

Date signed: 09/03/2024**ATTEST:**By: 

Clerk of the Board of Supervisors

Approved as to form:


Sara James, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS KR.

EXHIBIT A**Scope of Work****CWS Housing Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize realignment funds provided by the Plumas County Department of Social Services (PCDSS) to develop a Child Welfare Services (CWS) Housing Program (HP) to provide homeless prevention and support services to engage parents with children participating in family reunification. The program will be offered through access to the following resources located at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served, but shall include direct assessment, planning, evaluation, facilitation and advocacy services provided by PCIRC.

PCIRC and PCDSS will establish a referral system to the HP for families whose only barrier to reunification with their children is a lack of permanent housing. Funds will be utilized for deposit assistance for rent and utilities as well as for time-limited rental assistance to establish permanent housing.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for Housing Support Services.

PCIRC will invoice the County on a monthly basis with a breakdown of each family served and what individual services were provided to each family.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS KR.

EXHIBIT B**Fee Schedule**

PCIRC will invoice the County on a monthly basis.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

The invoice shall include copies of all receipts for reimbursement of housing expenses.

In no event shall the total of the invoices received during the term of this Agreement exceed \$250,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CWS BFH Program	\$	250,000.00
TOTAL	\$	250,000.00

_____ COUNTY INITIALS

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CONTRACTOR INITIALS KR.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent to break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/25-6/30/26; not to exceed \$ 30,000.00; (No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent to break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/25-6/30/26; not to exceed \$ 30,000.00; (No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

Under California law, when a child or the parent of a child in the Child Welfare system is determined to have Native American ancestry, the Juvenile Court must make determinations about whether removing the child from his/her parent(s) could result in emotional damage as a consequence of being separated from the child's cultural heritage. The Court must also determine whether services could be available to prevent the break-up of a Native Family and whether such services are culturally appropriate. In order to accomplish this, most small and medium counties will contract with a qualified expert who can prepare a report for the Court covering these matters. In Plumas County, the Department has contracted Nanette Norton.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent to break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/25-6/30/26; not to exceed \$ 30,000.00; (No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds

Attachments:

1. 5403 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Nanette L. Norton, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THIRTY THOUSAND Dollars (\$30,000.00).
3. **Term.** The term of this Agreement shall be from July 1, 2025 through June 30, 2026, 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.

_____ COUNTY INITIALS

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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. **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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Plumas Co. Dept. of Social Services
Attention: Laura Atkins, Director
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Nanette L Norton
ICWA Expert Witness
1010 Meier Drive, Unit B
Chico, CA 95926

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:

Nanette L Norton, an individual,

By: _____
Nanette L. Norton
Owner
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:

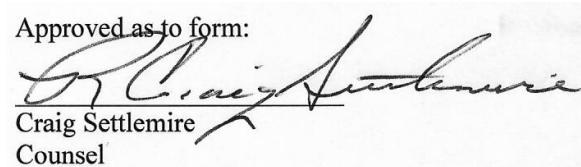

Craig Settemire
Counsel

EXHIBIT A**Scope of Work**

-
-
1. Contractor shall provide consulting services to the County related to the Indian Child Welfare Act (ICWA).
 2. Contractor shall provide advice regarding legal requirements of the ICWA to the County.
 3. Contractor shall assist the County with making the inquiries required by the ICWA into children's potential Indian child status.
 4. Upon request of the County, Contractor shall advise and assist the County with making timely notifications to tribes as required by the ICWA with respect to any potential Indian child.
 5. Contractor shall advise the County with respect to the active efforts required to be conducted by the County under the ICWA to alleviate the need for removal of an Indian child from his or her parents or Indian custodian.
 6. Contractor shall provide expert witness testimony at juvenile dependency hearings involving Native American families.
 7. Contractor shall contact Native American families with pending juvenile dependency cases to discuss reunification services appropriate under ICWA. Contractor shall arrange for an interpreter to assist with these communications in the event that a Native American family member is not fluent in English.
 8. Contractor shall timely provide, on behalf of the County, all reports to the Court required by the ICWA.
 9. All work by the Contractor is to be performed at the prior request and approval of the County. The County shall not be responsible for payment for work performed without the prior request and approval of the County.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B**Fee Schedule**

Expert Witness/Consultation Services fee:	\$3,000.00 per report*
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* The work performed at the flat rate indicated shall include:

1. Review case records, police reports, social worker logs. Contact social workers, parents, the child's tribe, foster care providers, service providers as needed, extended family and/or other available resources to conduct interviews necessary to complete a declaration/report to meet the court's needs.
2. Express an opinion in a written report as to:
 - a. **Continued Custody** by the parent(s) or Indian Custodian resulting in serious physical or emotional damage to the child.
 - b. **Current Placement** of the Indian child.
 - c. **Active Efforts** and the Services offered to prevent the break-up of the Indian family.
 - d. **Child rearing practices** and whether the parent's behavior is reflective of those practices.
3. Complete the evaluation/report and submit the ICWA Expert Witness report according to the predetermined time given by County Counsel or DHHS Social Worker.
4. Provide telephonic testimony for contested hearings.
5. Travel by car will be reimbursed at the county rate per mile and not the driving time.
6. Contractor to invoice for services by the 15th of the month following the month of service.

Total compensation shall be no more than: \$30,000.00

Phone: 530-518-2263
E-mail: nanette@nortontribalconsulting.com
Chico, CA.
Nanette L. Norton, MSW

Education

California State University, Chico
Master of Social Work – 2004
Concentration: Children, Youth and Families
Comprehensive Exam: Ambiguous Loss Experienced by Foster Children

California State University, Chico
Bachelor of Social Work – 1997
Concentration: Children, Youth and Families
Community Project: Letter Writing Campaign-Involved on campus Gay, Lesbian, Bisexual, Queer and Trans-Gendered population.

College of the Redwoods, Eureka, California
Associate of Arts – Social Science - 1995

Instruction

California State University, Chico
Adjunct Instructor, 2006-2010
Social Work Department— Provided instruction in the following Bachelor's and Master's level courses, Advanced Practicum I & II, Social Work Methods I & II, Human Behavior in the Social Environment I & II, and Cultural Awareness. Departmental committee work to include formulation, development and revision of curricular and instructional objectives. Ability to articulate practice to theory. Developed an Understanding Attachment in Children training. Presented training to BSW and MSW students. Collaborated with CSU, Chico and Humboldt State University to become an agency Field Instructor. Provided supervision of MSW and BSW students in the Child Welfare field and with academic requirements. Experience with student affairs/services to include academic and field advising, monitoring student performance, working collaboratively with community agencies regarding student placements, assisting students with referrals to university supports and coaching and counseling.

Supervisor: Celeste Jones, 530-898-6204
Reason for Leaving: Began full-time employment

University of California, Davis

Trainer, 2006-Current
Northern California Training Academy— Developed the following curriculum: Indian Child Welfare Act, Indian Child Welfare Act and Tribal TANF, and Working with Native American Families. Ability to articulate practice to theory and dual program intersection. Presented pilot trainings in Santa Rosa and Riverside Counties for child welfare and probation staff and, at the Tribal TANF institute for tribal and county social workers.

Supervisor: Julie Gondry, 530-867-4390
Reason for Leaving: Currently on trainers list, accept assignments per availability

Gledhill Expert Witness and Consulting

Trainer, 2005-2015
Developed training on Basic Indian Child Welfare Act. Presented to Colusa and Tehama County Child Welfare and Cachil Dehe Band of Wintun Indians.
Self Employed, Nanette L. Gledhill, 530-518-2263

Reason for Leaving: Currently not providing trainings due to availability

Positions Held

Butte County DESS, Adult Services/Childrens Services Division **2015-Current**

Program Manager

Experience in complex governmental systems. Demonstrated skills in program assessment and strategic program direction involving advanced analysis, planning, resource investigation and utilization and oversight while ensuring project goals and objectives are met within state and federal time controls. Lead program manager on Continuum of Care Reform implementation for Butte County. Responsible for the development of, federally mandated, essential programs such as Katie A. Mental Health services, community services to include community partners, UC Davis partners and county agency partners, Differential Response services, Fair Labor Standards Act as related to At Risk and Vulnerable Adults and UC Davis Safety Organized Practice program implementation. Identify resources and coordinate integration of services with other programs, departments and agencies. Monitor legislation and recommended procedures, guidelines and operating standards for program improvement and/or enhancement. Manage a large division, supervising 6 Staff Supervisors, 3 Staff Analysts, and 43 Staff Members spanning 5 programs funded by federal, state and county dollars resulting in a combined budget of 6 million dollars. Understanding of principles of management, organizational structure and complex policy and procedure development to meet staff, program and consumer goals and services. Review and critique team performance, quality and outcome measures. Identify training needs for staff working in newly developed programs; review and evaluate work products to assess technical skill level of subordinates and monitor compliance with state and federal mandates as related to state and federal codes. Provide coaching and developed staff skills and provide performance feedback and evaluation through bi-weekly supervision, monitoring of and approval of employee expenditures and program expenditures. Identify, investigate and schedule employee and consumer training to prepare for large program implementation. Participate in ad hoc, advisory and community committees as identified in Contributions to the University and Community.

Supervisor: Penny Mittag, Assistant Director

Reason for Leaving: Currently employed

Butte County DESS, Adoption Services

2014-2015

Adoption Specialist, Supervisor

Guide, supervise and assist adoptions staff; prioritize and assign new referrals. Meet with staff on a weekly basis to discuss caseload needs. Develop staff skills and provide coaching and mentoring to improve skill level. Identify training needs and provide training opportunities for staff. Conduct employee evaluations. Address problematic citizen, client and/or community complaints involving adoption and AAP services. Participate in professional groups and/or committees, WRAP committee, program meetings, supervisor meetings and one on one meetings with Program Manager. Develop and recommend processes for improving the unit's operations. Review new or revised DESS policy and/or welfare laws, regulations and compliance standards. Enhance cooperative working relationships with DESS departments and community service providers. Supervise adoption assistance program staff. Prepare contracts and adoption assistance forms in an effort to provide appropriate post adoption funding to children and families. Work with post adoption support service provider to refer children adopted through Butte County to post adoption services. Work collaboratively with group home providers and various state medical providers. Team with local agency to provide WRAP services to children, post adoption.

Supervisor: Jennifer Allen, Program Manager, 530-538-3717

Reason for Leaving: Promoted

Glenn County Child Protective Services**Social Worker Supervisor II****2010-2014**

Supervise the child abuse investigations unit. Review and assign child abuse investigations, analyze referral investigation in accordance with Welfare and Institutions Code and state and federal laws, monitor work flow; review and evaluate work products, methods and procedures. Monitor and approve social worker expenditures and program expenditures associated with STOP funds. Monitor legislation associated with child welfare. Recommend procedures, guidelines and operating standards. Address problematic citizen, client and/or community complaints involving child welfare services. Participate in professional groups and/or committees. Provide supervision, training and evaluation of staff. Maintain cooperative working relationships with county partners (SAIT, Grindstone, MAP, Forensics, etc.) Sit as a member of the Katie A. Steering Committee for Glenn County. Sit as a member of the Domestic Violence Response Team for Glenn County. Facilitate Multi-Disciplinary Team to include the following staff: Office of Education, law enforcement, school staff, school psychologists, mental health, First 5 staff, and Head start. I sit as Chair of the Children's Interagency Coordinating Council for Glenn County. Supervise case managers and service delivery to child welfare families. Provide supervision and oversight on the interstate compact on the placement of children. Assist with Systems Improvement Plan and County Self-Assessment, analyze and evaluate child welfare outcomes and provide input on strategies to address areas needing improvement. Initiated Signs of Safety in Glenn County, recommended system goals to include Signs of Safety at the State level. Trained staff, participated in Signs of Safety coaching for approximately 1.3 years, and implemented Signs of Safety at the practice level.

Supervisor: Cheryl Harrison, Program Manager, 530-934-1448

Reason for Leaving: Accepted a position at Butte County DESS, Adoption Unit

Gledhill Expert Witness and Consulting,**Expert Witness and Consultant****2004-2016**

Provided expert testimony on Indian Child Welfare cases in the county child welfare system, and consulting services to the following counties: Sacramento, Butte, Humboldt, Colusa, Glenn, Modoc, Los Angeles, San Francisco, Tehama, Sutter, Placer, Solano, San Joaquin, Siskiyou, Shasta, Napa, Riverside, San Diego, Los Angeles, Fresno, San Francisco, Lake and El Dorado county child welfare agencies. Provided consulting services and expert testimony for Michigan Child Welfare Services, the Bishop Tribe of Nevada and the Cherokee Tribe of Oklahoma. I have testified in state dependency court 250+ times and provided expert testimony on one murder trial involving a Native American youth. Consulted with the Cachil Dehe Band of Wintun Indians to develop a children's receiving home and made recommendations for reorganization of social services to accommodate new program.

Self Employed: Nanette L. Gledhill, 530-518-2263

Reason for Leaving: Accept assignments per availability

California Indian Child Welfare Association**2006-2009****Director of Operations**

Maintained a membership of 200 + members from various tribal agencies and disciplines, provide policy oversight on Native American issues, work with tribal governments to develop positive working relationships with county child welfare agencies, attend state policy meetings, worked in collaboration with UC, San Francisco to apply for grant funding to conduct a research study on Transition Aged, Native American foster youth. Assisted with grant preparation. Grant awarded over 3-year period. Facilitated research study and monitored grant outcomes. Formal training in mediation, negotiation and dispute resolution.

Supervisor: Steven Haberfeld (Retired) Executive Director, 916-802-0243

Reason for Leaving: Grant funding ended

Butte County Children's Services Division **1996-2003**
Social Worker IV
Performed social work duties within the following units; Intake (Child Abuse Reporting Line), Child Abuse Investigations, Minor Parent Services and Investigations, Placement Specialist, and Voluntary Family Maintenance Services.
Supervisor: Cheryl Leeth, Social Work Supervisor, Retired
Reason for Leaving: Began graduate school

Hoopa Valley Tribal Housing **1990-1995**
Executive Assistant / Interim Director
Supervised 20 tribal employees, developed federal budgets, prepared grant applications (housing and CDBG), participated in Attorney General's audit, collaborated with Humboldt County Carpenters Union to develop a Native American apprenticeship program on the Hoopa Reservation, developed contracts and provided oversight, collaborated with community partners to supplement services to tribal member consumers. Provided fiscal oversight of federally earmarked projects.
Supervisor: Harold Campbell, Director, Retired
Reason for Leaving: Relocated to Chico, California

Trainings and Conferences Attended

- Commercially Sexually Exploited Youth 2022/2023
- Crimes Against Children Conference 2022
- Core Practice Model as a Unifying Framework for Practice and System Improvement 2019
- The Neuroscience of Leadership 2019
- UC Davis, Management Development Program 2016
- De-escalation Training 2015
- Promotion and Transfer Tips 2015
- Training 101, Supervisors and Lead Workers 2015
- Interview 101, Panel Member Training 2014
- Partnering for Performance 2014
- Progressive Discipline 2014
- Leadership Collaborative Institute 2013
- Katie A 2013
- Affordable Care Act and the Impact on Social Services 2013
- Child Adolescent Needs and Strengths (certified) 2013
- Crisis Management Institute for Child Welfare Professionals 2013
- Fiscal Essentials for Child Welfare Services 2012
- Supervisor Core Practice- 5 weeks 2011
- Safe Measures State Compliance Tool 2011
- Child Abuse Central Index 2011
- Structured Decision Making- Assessment Tool 2011
- Interstate Compact on the Placement of Children 2010
- Conducting Needs Assessments 2009
- Research to Practice 2007
- State ICWA Conference 2006
- Current Issues in Evidence, Critical Thinking and Testifying 2005
- Indian Child Welfare Act-Advanced 2004

• Making Child Welfare Decisions	2003
• Forensic Physical Abuse Training	2002
• Pharmacology: The Effects of Medicine on Children	2002
• Advanced Assessment Skills	2000
• Diffusing Hostility and Violence	2000
• California Risk Assessment Curriculum for Child Welfare Services	1999
• Medically Fragile Children	1999
• National Child Abuse Conference	1999
• Working with Substance Abusing Parents	1998
• Core Curriculum-Child Welfare Basic Training	1998
• Child Abuse Response Team Interviewing Training	1998
• Indian Child Welfare Act Conference	1998
• Fetal Alcohol Syndrome	1998
• Domestic Violence and the Home Visitor	1998
• Safe Communities Workshop	1997

Personal Growth and Achievement

Research Project: Conducted a 3-year study on Transition Aged, Native American Foster Youth. Research was funded by the California Wellness Foundation, Curriculum/Training development, completed a grant writing course.

Conference Presentations: State ICWA Conference, Tribal TANF conference (UC Davis), provided ICWA presentation to Cachil Dehe Band of Wintun Indians and Tule River Tribes. Provided pilot trainings to county child welfare and probation, Title IV-E Conference for BSW/MSW Students.

Contributions to the University and Community

Volunteer– Catalyst Domestic Violence Program, Board Member for 3 years, Chair of the Board for 1 year. Title IV-E Advisory Board, CSU, Chico. Participated in the Peer Quality Case Review for Inyo County Child Welfare Services. Provided recommendations for case management improvement.

Consultation– Provided consulting services to Cachil Dehe Band of Wintun Indians, Grindstone Rancheria, Tule River Tribe, Washoe Native TANF Program and Oglala Sioux Tribe.

Committee Participation– State Citizens Review Panel for Child Welfare Policy, State Disproportionality Workgroup, State/ICWA Workgroup, Child Welfare Federal Review Team, Grindstone Rancheria Collaborative, Culture and Leadership Committee (HRA), Child Death Review Team, Katie A Steering Committee, Domestic Violence Response Team, Multi-Disciplinary Team, Management and Planning Team, Glenn County Forensics team County Welfare Director's Association, Adult Services Coordinating Council, Department of Employment and Social Services Management Team, facilitated community Multi-Disciplinary meetings comprised of office of education staff, school officials, mental health professionals.

Memberships

National Indian Child Welfare Association
 California Indian Child Welfare Association
 National Association of Social Workers



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc for Card Swipe and HVAC controls; effective May 6, 2025; not to exceed \$ 33,788.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc for Card Swipe and HVAC controls; effective May 6, 2025; not to exceed \$ 33,788.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

Background and Discussion:

This contract is for card swipe and HVAC control installation for Social Services.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc for Card Swipe and HVAC controls; effective May 6, 2025; not to exceed \$ 33,788.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) realignment funds

Attachments:

1. 5578 FINAL

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Environmental Systems, Inc. a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Three Thousand Seven Hundred Eighty-Eight Dollars and NO/100 (\$33,788.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2025, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

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

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C20 Warm-Air Heating, Ventilating and Air Conditioning Contractor, issued by the State of California, No. 422478.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Department of Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Laura Atkins, Director

Contractor:

Environmental Systems INC.
3353 De La Cruz Blvd
Santa Clara, CA 95054
Attention: Vincent Enfantino, CEO

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Environmental Systems Inc., a California Corporation

COUNTY:

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

By: _____
Name: Vincent Enfantino
Title: CEO

By: _____
Name: Eugene Enfantino
Title: CFO

By: _____
Name: Kevin Goss
Title: Board Chairman

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A**Scope of Work Social Services**

1. Contractor shall provide all labor and materials for 7 door control systems and controls for 7 HVAC units as noted on proposal dated April 18, 2025, for Plumas County Social Services at 270 County Hospital Rd. Suite 207, Quincy CA 95971, attached as Exhibit C.
2. Provide controls for 7 doors, including 1 card access controller, 7 card door modules, 7 magnetic door strikes, new power supplies and new enclosure for the controller.
3. Includes submittals, programming, coordination, startup, commissioning, interconnections, training, project management and as-built documentation.
4. All work shall be provided to the sole satisfaction of the County and to current industry standards and building codes.

EXHIBIT B**Fee Schedule**

The Contract Amount \$33,788.00 is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
2. The County shall not have any responsibility to make payments to any subcontractor or supplier.
3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
4. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT C



PROPOSAL



Environmental
Systems
Inc.

Project: Plumas Co
Annex Bldg, Social Services Additional Delta Access Controls

April 18, 2025

Executive Summary:

Environmental Systems, Inc. is pleased to provide this proposal to expand the card access system by adding 7 additional card readers for Social Services in the Annex building.

Scope of Work:

- Controls for the 7 doors, including:
 - 1 Card Access Controller
 - 7 Card Door Modules
 - 7 Magnetic Door Strikes
 - New Power Supplies
 - New Enclosure for the Controller
- Wire required for the control system.
- Graphic generation for the new equipment.
- Includes coordination, start up, commissioning, interconnections, project management.

Clarifications:

- This proposal is based upon having free and clear access to all work locations and the work being performed during our normal business hours.
- If payment and Performance Bonds are required, please add 1.2% to our proposal price

Exclusions:

1. Provision for work, testing, or inspection outside of the scope of work as listed above.
2. Mechanical work, ceiling tiles and access doors.



PROPOSAL



environmental
systems
inc.

Project: Plumas Co
Annex Bldg, Social Services Additional Delta Access Controls

April 18, 2025

Environmental Systems Inc. — General Terms and Conditions

SECTION 1. ENTIRE AGREEMENT. The proposal on page 1, and these General Terms and Conditions represents the entire agreement. Owner may issue a Purchase order for accounting purposes, but these General terms and conditions will prevail.

SECTION 2: PAYMENT TERMS: Owner agrees to pay Environmental Systems Inc as follows: (A) 10% down payment upon acceptance of proposal and balance upon completion of project. (B) Any other payment terms must be mutually agreed to in writing between Owner and Environmental Systems Inc. (C) In addition to the above payment terms, Owner will provide Environmental Systems Inc the proper information to allow Environmental Systems Inc to file a preliminary Lien Notice on the property owner where the work is being performed prior to commencement of any work.

SECTION 3. CHANGES IN WORK. Contractor shall not be required to make any changes in the work without a mutually agreed to written change order authorization which includes the new scope of work and agreed to price. If Owner provides verbal direction, Owner agrees to follow up in writing within 5 days, but in no event shall verbal direction preclude Environmental Systems Inc from being reimbursed for the change order work. Written changes will not be required if Contractor acts in response to an emergency situation.

SECTION 4. CLAIMS. If any dispute shall arise between Owner and Contractor regarding performance of the work, or any alleged change in the work, Contractor may perform the disputed work and shall submit a notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Any and all claims shall first be addressed in an Owner/Contractor meeting for resolution. If that is unsuccessful, Contractor may request and Owner agrees to binding arbitration.

SECTION 5. GUARANTEE. Environmental Systems Inc guarantees and warrants all materials and workmanship and agrees to replace at his sole cost and expense any and all materials adjudged defective or damaged from said installation during a period of either (A) 30 days for repair work or (B) one year from completion for installation of new equipment. These specifications shall control unless a greater period of guarantee is provided by Equipment or material manufacturers.

CONTRACTORS ARE REQUIRED, BY LAW, TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 94826.

Signature

Date



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign Amendment No. 6 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation and resident engineer services for the Beckwourth-Calpine Road (A23)(CR109) Pavement Rehabilitation Overlay Project; No General Fund Impact; approved as to form by County Counsel

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 6 to the Services Agreement between the County of Plumas and MGE Engineering Inc to assist with the Beckwourth-Calpine Road (A23) (CR109) Rehabilitation Overlay Project.

Background and Discussion:

On May 7, 2024, MGE Engineering Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call civil engineering for County transportation improvement projects.

The Plumas County Department of Public Works has programmed with the State Transportation Improvement Program (STIP) to overlay 3.8 miles of Beckwourth-Calpine Road (A23)(CR109). The overlay begins at the Marble Hot Springs road intersection and goes south to the county line. MGE has been tasked to assist the County with right of way, testing and construction administration, see the attached scope of Amendment No. 6, totaling \$166,539.08

Action:

Approve and authorize Chair to sign Amendment No. 6 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation and resident engineer services for the Beckwourth-Calpine Road (A23)(CR109) Pavement Rehabilitation Overlay Project; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road fund.

Attachments:

1. Amendment 6 to MGE Contract
2. MGE Contract
3. MGE Amend No 1
4. MGE Amend No 2
5. MGE Amend No 3
6. MGE Amend No 4
7. MGE Amend No 5

AMENDMENT NO. 6
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Civil Engineering Services
Transportation Improvements Projects for the
A23 Pavement Rehabilitation Project

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 24-013 is hereby amended as follows:

Project Background

The Plumas County Department of Public Works proposes to overlay 3.8 miles of Beckwourth-Calpine Road (A23)(CR109). The overlay begins at the Marble Hot Springs road intersection and goes south to the county line. MGE has been tasked to assist the County through the end of this construction project.

Scope of Work

The scope of work will include Plan and Cost Estimate Review, Notice to Bidders and Special Provisions, Bid Book, Resident and Office Engineer Support, Material Testing and Project Construction Closeout as identified in the Scope of Work, which is attached hereto as Exhibit “A”.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit “B” and incorporated herein by this reference. The cost is One Hundred and Sixty-Six Thousand Five Hundred and Thirty-nine Dollars and Eight Cents (\$166,539.08).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County’s receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Protect Schedule

The Consultant shall complete the work, set forth above in the Project Schedule which is mentioned hereto on Exhibit “A”.

Term

The term of this Agreement commences April 1, 2024, and shall remain in effect through March 30, 2026, unless terminated earlier pursuant to this Agreement. County’s Board of

____ Consultants

____ County Initials

Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

Other Contract Provisions.

All other contract provisions set forth in May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

MGE Engineering Inc.

By: _____
Name: Robert E. Sennett
Title: Vice President
Date signed: _____

By: _____
Name: Fred Huang
Title: Chief Financial Officer
Date signed: _____

COUNTY:

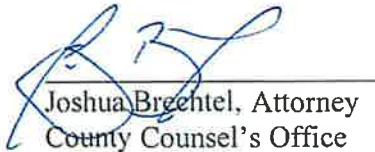
County of Plumas, a political subdivision of the State of California

By: _____
Chair, Board of Supervisors
Date signed: _____

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Taxpayer ID Number — 68-0231292

Attachments: Exhibit A
Exhibit B

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_____Consultants

_____County Initials

EXHIBIT "A"

BECKWOURTH-CALPINE RD PAVEMENT REHABILITATION (A23)(CR 109)

TASK 1 - SPECIAL PROVISIONS & CONTRACT DOCUMENT PREPARATION

This project includes 3.8 miles of pavement rehabilitation along Beckwourth-Calpine Road (CR 109). Rehabilitation work will include cold planing asphalt concrete pavement, asphalt concrete overlay, placing shoulder backing, pavement striping, and traffic control. MGE is tasked to develop the project Special Provisions and prepare the Notice to Bidders & Special Provisions and Bid and Contract documents. Special provisions and contract documents will be prepared in accordance with the 2024 Caltrans Standard Specifications. Work scope will include reviewing and commenting on the draft project plans, preparation of the Notice to Bidders and Special Provisions and Bid Book. This project is not federally funded, so no DBE, PS&E Checklist, or federal requirements are needed. Work scope tasks will include the following:

TASK 1.1 – PLAN & COST ESTIMATE REVIEW

MGE will review the draft plans and estimate for consistency and for compliance with the 2024 Standard Plans and Specifications. Review comments will be discussed and resolved with the County.

Deliverable: Plan and Estimate Review Comments.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS

MGE will prepare the technical Special Provisions for the project and prepare the Notice to Bidders and Special Provisions document for County review. Following resolution of County comments, MGE will finalize the Notice to Bidders and Special Provisions.

Deliverables: Draft and Final Notice to Bidders and Special Provisions.

TASK 1.3 – BID BOOK

MGE will prepare the Bid Book for the project. Following resolution of County comments, MGE will finalize the Bid Book.

Deliverables: Draft and Final Bid Book.

TASK 2 – RESIDENT ENGINEER SUPPORT

This task includes providing resident engineer (RE) support services. MGE will provide an RE, Office Engineer, and perform inspection, project documentation and testing services as required. Work scope tasks will include the following:

TASK 2.1 – RESIDENT ENGINEER

MGE will provide an RE to oversee and direct the inspection, material testing requirements and construction file record keeping.

Deliverables:

2.1.1 Coordinate with the County for a pre-job review and administering the pre-construction conference with the prime contractor. Also, documenting the project with photos for pre-construction existing condition.

2.1.2 Reviewing contractor Submittals and RFI's in a timely manner to not impact construction schedule.

2.1.3 Daily paperwork – MGE will review and assist the County in all daily paperwork required under Caltrans requirements. All project files will be maintained per procedures established by Caltrans and the County and will include:

- Daily observation of construction work, including quantities, material tags and job site safety. MGE will notify the County in advance of any significant activities to permit their participation.
- A photo record for the project site and adjacent properties to document preconstruction conditions including a photo log and descriptions of the work being recorded, date, weather and time.

2.1.4 Determine field quantities for progress pay estimates to the contractor with quantity sheets to verify amounts.

2.1.5 Determine validity of potential contract change orders and present to the County for input on resolution if valid.

2.1.6 Working with the County's input on negotiating potential claims to avoid potential claims, and if not possible, assisting the County in any potential claims defense.

2.1.7 Project Team Meetings - Weekly Meetings - MGE will schedule, prepare for, and conduct Project Team Meetings with the County and the Contractor on an as needed basis to discuss schedule, task progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person.

Deliverables:

- *Meeting agendas*
- *Meeting materials (graphics, visual aids and other presentation items)*.
- *Updated Issue/Action Item/Decision Log*
- *Updated Project Schedule*
- *Meeting minutes*

2.1.8 Invoices – MGE will prepare periodic invoices providing a summary of work, including covered dates of service, and copies of invoices from any subconsultants. Invoices will include the County's project number and consultant agreement number and will be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.11 under "Invoicing (or Progress Payments)". MGE will follow Caltrans and County guidelines for submitting invoices.

TASK 2.2 – OFFICE ENGINEER

MGE will provide an Office Engineer to manage project records per Caltrans Construction Manual and County Standards, document weekly meetings as necessary, provide labor compliance monitoring, coordinate with County staff on Submittals, RFI's, progress pay estimates and other functions that need County coordination.

Deliverables:

2.2.1 Records Filing System - MGE will develop a project records filing system with applicable records for this project in the 63 File Category System outlined in the Caltrans Construction Manual. Project files will be kept up-to-date and will be monitored by the Office Engineer. Files will be maintained on a folder in Dropbox that the County will have access to at all times during the project.

2.2.2 Records Maintenance - MGE will:

- Receive and process Contractor-developed material, plan, and Requests for Information (RFI) and Submittals.
- Develop and maintain a log of Contractor-developed submittals.
- Review for approval of any Contractor-developed submittals for staging, traffic handling, and other Contractor-developed plans.
- Maintain records so that the County can successfully refute Contractor claims for extra work and pass any Caltrans records audits.
- Provide Labor Compliance to monitor and audit certified payrolls of the Contractor and their subcontractor's personnel to verify compliance with all State and Federal laws.
- Conduct required labor compliance interviews in the field.
- Review potential contract change orders (CCO) for contractual and technical merit with the County's concurrence. Prepare independent cost estimate and schedule analysis of work. Prepare CCO's covering extra work authorized by the County. Negotiate CCO's for County-approved extra work keeping the County fully informed of status. Maintain daily extra work bills, quantity measurements, or such other information as necessary to document payment to the Contractor for the extra work. Maintain change order summary reports.
- Determine pay quantities and prepare monthly progress estimates for the County.

TASK 2.3 – MATERIAL TESTING

2.3.1 CME as a subconsultant to MGE will perform all materials testing in accordance with the Construction Contract documents, Caltrans' standards and Plumas County Department of Public Works Quality Assurance Program (QAP) 1/14/2025.

Deliverables:

- *Current Laboratory and individual tester certifications*
- *Copies of all test results*

TASK 2.4 – PROJECT CONSTRUCTION CLOSEOUT

2.4.1 MGE will:

- Perform final observation of the project upon completion and provide written certification of substantial conformity with PS&E. Collect all written warranties provided by vendors, manufacturers, and CONTRACTOR.
- Compute the final quantities and prepare the final estimate.
- Determine over-runs and under-runs and prepare a report of the same with explanation of each. ~~Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.~~
- Provide the original set of project records, including inspections reports, summaries, testing documentation, meeting minutes, RFIs, schedules, correspondence, maps, plans, photo record,

shop drawings, submittals, and manufacturers literature. An electronic copy of the project computer files will also be provided.

- Assist the County with post-completion dispute resolution.

2.4.2 Project Punch List

MGE will assist the County in a list of items to be addressed to complete the project, or "punch list". The punch list will be typed, dated, and show the preparer's name and contact telephone number. Each item will reference the plan sheet number on which the item is drawn, the specifications reference and the exact shortcoming. In addition, MGE will schedule and conduct a project walk-through with the County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory. MGE will assist the County in getting "punch list" items resolved.

Deliverables: Three copies of each punch list

2.4.3 Project As-Builts

MGE will coordinate with the Contractor to prepare a set of "as-built" plans. The as-built plans will be provided on the 24"x36" white paper provided by the County. All as-built information will be legibly hand-written in indelible red ink. Language will be developed for agreement by the Contractor, MGE and the County for completeness and accuracy. In addition, MGE will obtain from the County a set of full-size plans to be used as a working set of "as-built" drawings to note all changes as they occur.

Deliverables: Original as-built plans

County Responsibilities:

MGE's understanding is that the following will be provided by the County:

- Provide copies of construction contract documents.
- Processing of Progress Pay Estimates, and Final Estimate.
- Appropriate staff available for meetings, site visits.
- Discuss with the Resident Engineer, recommendations made by the Resident Engineer.
- Review Construction Change Orders prior to authorization.
- Process authorized Construction Change Orders, if estimated contract cost increase, for approval by the Board of Supervisors.
- Forward RFIs to the design engineer, and coordinate subsequent discussions amongst the project team, if necessary.
- Provide Project Control for Construction (Survey).
- Review notifications or letters prepared by the Resident Engineer prior to transmittal.

SCHEDULE

MGE anticipates completing Task 1 within 3 weeks following notice to proceed. MGE anticipates finalizing the contract documents within 1 week following receipt of County review comments.

MGE anticipates a construction duration of 30 working days.

EXHIBIT "B"

**NIGE Engineering, Amendment 6
FEE ESTIMATE PROPOSAL - BECKWOURTH-CALIFINE ROAD (A23) PAVEMENT
REHABILITATION
PREPARATION OF SPECIFICATIONS AND CONTRACT DOCUMENTS, & RESIDENT
ENGINEER SERVICES**

ON-CALL ENGINEERING SERVICES AGREEMENT
 (For Local Assistance Federal-Aid Projects)

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
MGE ENGINEERING, INC.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Robert Sennett
The name of the "LOCAL AGENCY" is as follows:
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

The Contract Administrator for LOCAL AGENCY will be Rob Thorman

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 3/25/24. The approved CONSULTANT's Cost Proposal is attached hereto Attachment 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of the LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against the LOCAL AGENCY, based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from the LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

The scope of work during the term of the primary project contract may, at the sole option of the Director of Public Works, include on-call civil and construction engineering services to be performed for other Plumas County projects (including that of other County departments or dependent special districts) that may be under the administrative jurisdiction of (or under agreement with) other Plumas County departments.

The project(s) shall be implemented by a base contract, with the specific scope of work identified and established, on an as-requested basis, through issuance of a contract amendment and a not-to-exceed fee, and a project or task schedule to be negotiated at the time of issuance of the contract amendment.

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- B. Right of Way
Right of Way needs and requirements are to be determined and shown by CONSULTANT.
- C. Surveys
The CONSULTANT has the responsibility for performing preliminary surveys.
- D. Subsurface Investigations
Shorings or other specialized services are to be made by others under the supervision of CONSULTANT, under appropriate provisions to be incorporated. Archaeological testing and data recovery guidance are in the Standard Environmental Reference.
- E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.
- G. Checking Shop Drawings
Shop drawing review services to be provided by CONSULTANT per the attached rate sheet.
- H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.
- I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

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J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on 4/16/24, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 4/16/27, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

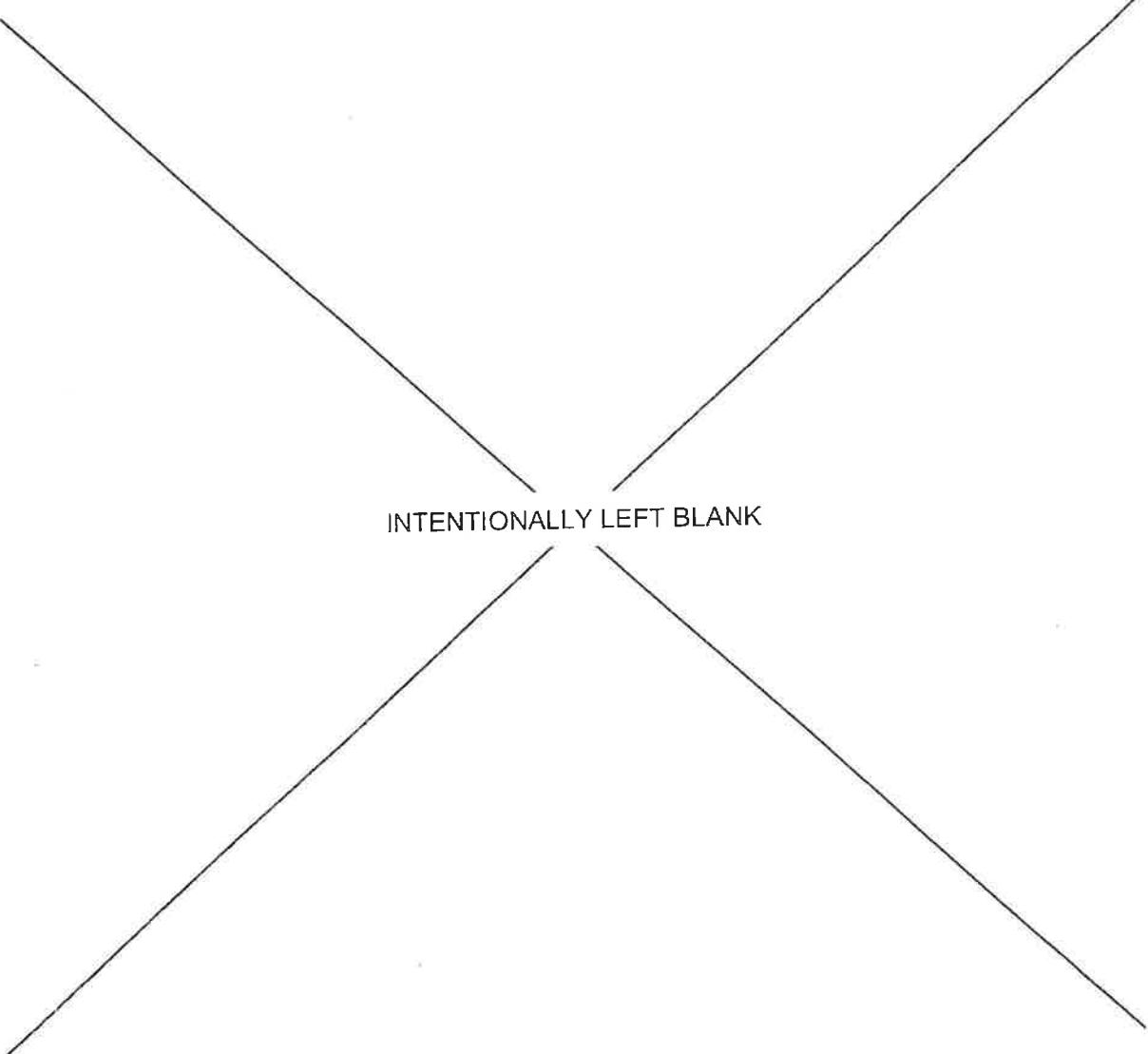
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- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
Contract Administrator: Rob Thorman
1834 E Main St - Quincy, CA 95971

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$1,350,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.



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ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

Notwithstanding

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by the LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and the LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to the LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants 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 CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

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Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 - 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 - 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
- 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 - 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they 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, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 15%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFES to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st -tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-Q: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LADM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LADM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

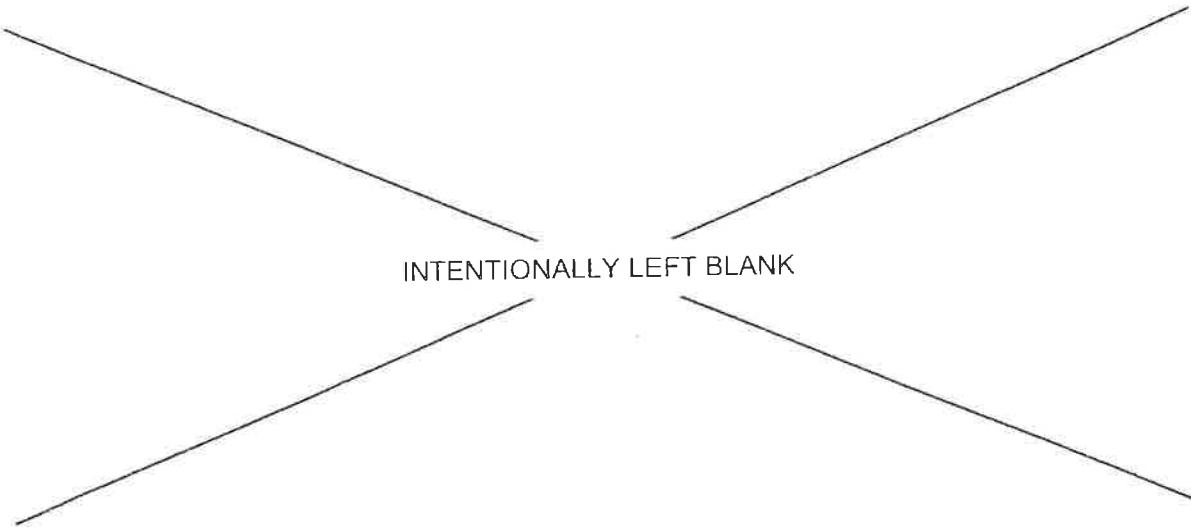
ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.



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- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, the LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to the LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to the LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the LOCAL AGENCY without restriction or limitation upon its use or dissemination by the LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the LOCAL AGENCY for another project or project location shall be at the LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.]

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

- public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

MGE ENGINEERING, INC.

Robert Sennett _____, Project Manager

7415 Greenhaven Dr #100

Sacramento, CA 95831

LOCAL AGENCY:

PLUMAS COUNTY DEPT OF PUBLIC WORKS

Rob Thorman _____, Contract Administrator

1834 E Main St

Quincy, CA 95971

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CONTRACTOR:

MGE Engineering Inc., a California Corporation

By: 
Name: Robert E. Sennett
Title: Vice President
Date signed: 4/24/2024

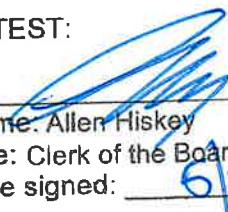
By: 
Name: Fred Huang
Title: Chief Financial Officer
Date signed: 4/23/2024

COUNTY:

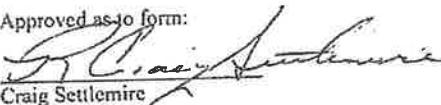
County of Plumas, a political subdivision of the State of California

By: 
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 5/1/24

ATTEST:

By: 
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: 6/1/24

Approved as to form:


Craig Settemire
Counsel

ATTACHMENT 1
COST PROPOSAL / RATE SHEET

COST PROPOSAL - Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Plumas County On-Call Contract No. _____ Participation Amount \$ N/A Date 4/4/2024

For Combined Rate

Fringe Benefit % + General &Administrative % = Combined ICR %

OR

For Home Office Rate

Fringe Benefit 47.32% + General &Administrative 109.76% = Home Office ICR 157.08%

For Field Office Rate

Fringe Benefit 48.51% + General &Administrative 77.56% = Field Office ICR 126.07%

Fee = 10%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range – for Classification only
H. Fred Huang, PE President	\$ 480.74 \$ 504.78 \$ 530.02 \$ 556.52 \$ 584.34	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	\$ 170.00 \$ 178.50 \$ 187.43 \$ 196.80 \$ 206.64	0% 5% 5% 5% 5%	Not Applicable
Robert Sennett, PE, SE* Principal Engineer	\$ 361.97 \$ 380.07 \$ 399.07 \$ 419.02 \$ 439.98	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	\$ 128.00 \$ 134.40 \$ 141.12 \$ 148.18 \$ 155.58	0% 5% 5% 5% 5%	Not Applicable
Nader Tammarie, PE Principal Engineer	\$ 361.97 \$ 380.07 \$ 399.07 \$ 419.02 \$ 439.98	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	\$ 128.00 \$ 134.40 \$ 141.12 \$ 148.18 \$ 155.58	0% 5% 5% 5% 5%	Not Applicable

CALCULATION INFORMATION

2nd Tier Subconsultant

Kang Chen, PE Principal Engineer	\$ 328.03 \$ 344.44 \$ 361.66 \$ 379.74 \$ 398.73	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 116.00 \$ 121.80 \$ 127.89 \$ 134.28 \$ 141.00	0% 5% 5% 5% 5%	Not Applicable
Stephen Hawkins, PE, QSD* Supervising Engineer Project Manager	\$ 282.79 \$ 296.93 \$ 311.77 \$ 327.36 \$ 343.73	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 100.00 \$ 105.00 \$ 110.25 \$ 115.76 \$ 121.55	0% 5% 5% 5% 5%	Not Applicable
Martin McIlroy, PE, PG, CEG* Supervising Engineer/Geologist	\$ 268.65 \$ 282.08 \$ 296.19 \$ 310.99 \$ 326.54	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 95.00 \$ 99.75 \$ 104.74 \$ 109.97 \$ 115.47	0% 5% 5% 5% 5%	Not Applicable
Mark Salmon, PE, SE Supervising Engineer	\$ 325.21 \$ 341.47 \$ 358.54 \$ 376.47 \$ 395.29	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 115.00 \$ 120.75 \$ 126.79 \$ 133.13 \$ 139.78	0% 5% 5% 5% 5%	Not Applicable
Joe Siemers, PE, QSD * Senior Construction Manager	\$ 243.20 \$ 255.36 \$ 268.13 \$ 281.53 \$ 295.61	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 86.00 \$ 90.30 \$ 94.82 \$ 99.56 \$ 104.53	0% 5% 5% 5% 5%	Not Applicable
Wesley Sennett, PE, SE* Senior Engineer	\$ 248.85 \$ 261.30 \$ 274.36 \$ 288.08 \$ 302.48	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 88.00 \$ 92.40 \$ 97.02 \$ 101.87 \$ 106.96	0% 5% 5% 5% 5%	Not Applicable
Danny Vang, PE, SE Senior Engineer	\$ 271.48 \$ 285.05 \$ 299.30 \$ 314.27 \$ 329.98	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 96.00 \$ 100.80 \$ 105.84 \$ 111.13 \$ 116.69	0% 5% 5% 5% 5%	Not Applicable
Eric Monzon, PE Senior Engineer	\$ 254.51 \$ 267.23 \$ 280.60 \$ 294.63 \$ 309.36	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 90.00 \$ 94.50 \$ 99.23 \$ 104.19 \$ 109.40	0% 5% 5% 5% 5%	Not Applicable

Bradley Reiche, PE, QSD*	\$ 240.37	NA	NA	3/1/2024	12/31/2024	\$ 85.00	0%	Not Applicable
Senior Engineer	\$ 252.39	NA	NA	1/1/2025	12/31/2025	\$ 89.25	5%	
	\$ 265.01	NA	NA	1/1/2026	12/31/2026	\$ 93.71	5%	
	\$ 278.26	NA	NA	1/1/2027	12/31/2027	\$ 98.40	5%	
	\$ 292.17	NA	NA	1/1/2028	12/31/2028	\$ 103.32	5%	
James Patrick, PE	\$ 217.75	NA	NA	3/1/2024	12/31/2024	\$ 77.00	0%	Not Applicable
Senior Engineer	\$ 228.63	NA	NA	1/1/2025	12/31/2025	\$ 80.85	5%	
	\$ 240.07	NA	NA	1/1/2026	12/31/2026	\$ 84.89	5%	
	\$ 252.07	NA	NA	1/1/2027	12/31/2027	\$ 89.14	5%	
	\$ 264.67	NA	NA	1/1/2028	12/31/2028	\$ 93.59	5%	
Peter Zhao, PE	\$ 203.61	NA	NA	3/1/2024	12/31/2024	\$ 72.00	0%	Not Applicable
Associate Engineer	\$ 213.79	NA	NA	1/1/2025	12/31/2025	\$ 75.60	5%	
	\$ 224.48	NA	NA	1/1/2026	12/31/2026	\$ 79.38	5%	
	\$ 235.70	NA	NA	1/1/2027	12/31/2027	\$ 83.35	5%	
	\$ 247.49	NA	NA	1/1/2028	12/31/2028	\$ 87.52	5%	
Jason Herberg, PE	\$ 192.30	NA	NA	3/1/2024	12/31/2024	\$ 68.00	0%	Not Applicable
Associate Engineer	\$ 201.91	NA	NA	1/1/2025	12/31/2025	\$ 71.40	5%	
	\$ 212.01	NA	NA	1/1/2026	12/31/2026	\$ 74.97	5%	
	\$ 222.61	NA	NA	1/1/2027	12/31/2027	\$ 78.72	5%	
	\$ 233.74	NA	NA	1/1/2028	12/31/2028	\$ 82.65	5%	
Kai Wang, PE	\$ 192.30	NA	NA	3/1/2024	12/31/2024	\$ 68.00	0%	Not Applicable
Associate Engineer	\$ 201.91	NA	NA	1/1/2025	12/31/2025	\$ 71.40	5%	
	\$ 212.01	NA	NA	1/1/2026	12/31/2026	\$ 74.97	5%	
	\$ 222.61	NA	NA	1/1/2027	12/31/2027	\$ 78.72	5%	
	\$ 233.74	NA	NA	1/1/2028	12/31/2028	\$ 82.65	5%	
Mohammad Rezaian **	\$ 186.51	\$ 279.76	\$ 373.02	3/1/2024	12/31/2024	\$ 75.00	0%	Not Applicable
Senior Construction Inspector	\$ 195.83	\$ 293.75	\$ 391.67	1/1/2025	12/31/2025	\$ 78.75	5%	
	\$ 205.62	\$ 308.44	\$ 411.25	1/1/2026	12/31/2026	\$ 82.69	5%	
	\$ 215.91	\$ 323.86	\$ 431.81	1/1/2027	12/31/2027	\$ 86.82	5%	
	\$ 226.70	\$ 340.05	\$ 453.40	1/1/2028	12/31/2028	\$ 91.16	5%	
Steve Matranga, PE	\$ 197.95	NA	NA	3/1/2024	12/31/2024	\$ 70.00	0%	Not Applicable
Staff Engineer/Office Engineer	\$ 207.85	NA	NA	1/1/2025	12/31/2025	\$ 73.50	5%	
	\$ 218.24	NA	NA	1/1/2026	12/31/2026	\$ 77.18	5%	
	\$ 229.15	NA	NA	1/1/2027	12/31/2027	\$ 81.03	5%	
	\$ 240.61	NA	NA	1/1/2028	12/31/2028	\$ 85.09	5%	
Manouch Mahmoudzadeh, PE **	\$ 181.14	\$ 271.70	\$ 362.27	3/1/2024	12/31/2024	\$ 72.84	0%	Not Applicable
Senior Construction Engineer	\$ 190.19	\$ 285.29	\$ 380.39	1/1/2025	12/31/2025	\$ 76.48	5%	
Office Engineer	\$ 199.70	\$ 299.55	\$ 399.41	1/1/2026	12/31/2026	\$ 80.31	5%	
	\$ 209.69	\$ 314.53	\$ 419.38	1/1/2027	12/31/2027	\$ 84.32	5%	
	\$ 220.17	\$ 330.26	\$ 440.34	1/1/2028	12/31/2028	\$ 88.54	5%	

John Rogers, PE **	\$ 196.45	\$ 294.68	\$ 392.91	3/1/2024	12/31/2024	\$ 79.00	0%	Not Applicable
Senior Construction Engineer	\$ 206.28	\$ 309.42	\$ 412.56	1/1/2025	12/31/2025	\$ 82.95	5%	
Office Engineer	\$ 216.59	\$ 324.89	\$ 433.18	1/1/2026	12/31/2026	\$ 87.10	5%	
	\$ 227.42	\$ 341.13	\$ 454.84	1/1/2027	12/31/2027	\$ 91.45	5%	
	\$ 238.79	\$ 358.19	\$ 477.58	1/1/2028	12/31/2028	\$ 96.02	5%	
Peter Yang **	\$ 186.51	\$ 279.76	\$ 373.02	3/1/2024	12/31/2024	\$ 75.00	0%	Not Applicable
Construction Inspector	\$ 195.83	\$ 293.75	\$ 391.67	1/1/2025	12/31/2025	\$ 78.75	5%	
	\$ 205.62	\$ 308.44	\$ 411.25	1/1/2026	12/31/2026	\$ 82.69	5%	
	\$ 215.91	\$ 323.86	\$ 431.81	1/1/2027	12/31/2027	\$ 86.82	5%	
	\$ 226.70	\$ 340.05	\$ 453.40	1/1/2028	12/31/2028	\$ 91.16	5%	
Staff Assistant Engineer	\$ 104.63	NA	NA	3/1/2024	12/31/2024	\$ 37.00	0%	34.00 - 40.00
	\$ 109.86	NA	NA	1/1/2025	12/31/2025	\$ 38.85	5%	35.70 - 42.00
	\$ 115.36	NA	NA	1/1/2026	12/31/2026	\$ 40.79	5%	37.49 - 44.10
	\$ 121.12	NA	NA	1/1/2027	12/31/2027	\$ 42.83	5%	39.36 - 46.31
	\$ 127.18	NA	NA	1/1/2028	12/31/2028	\$ 44.97	5%	41.33 - 48.62
Staff Inspector**	\$ 186.51	\$ 279.76	\$ 373.02	3/1/2024	12/31/2025	\$ 75.00	0%	75.00 - 80.00
Inspector	\$ 195.83	\$ 293.75	\$ 391.67	1/1/2026	12/31/2026	\$ 78.75	5%	78.75 - 84.00
	\$ 205.62	\$ 308.44	\$ 411.25	1/1/2027	12/31/2027	\$ 82.69	5%	82.69 - 88.20
	\$ 215.91	\$ 323.86	\$ 431.81	1/1/2028	12/31/2028	\$ 86.82	5%	86.82 - 92.61
	\$ 226.70	\$ 340.05	\$ 453.40	1/1/2028	12/31/2028	\$ 91.16	5%	91.16 - 97.24
Staff CADD	\$ 192.30	NA	NA	3/1/2024	12/31/2024	\$ 68.00	0%	64.00 - 72.00
	\$ 201.91	NA	NA	1/1/2025	12/31/2025	\$ 71.40	5%	67.20 - 75.60
	\$ 212.01	NA	NA	1/1/2026	12/31/2026	\$ 74.97	5%	70.56 - 79.38
	\$ 222.61	NA	NA	1/1/2027	12/31/2027	\$ 78.72	5%	74.09 - 83.35
	\$ 233.74	NA	NA	1/1/2028	12/31/2028	\$ 82.65	5%	77.79 - 87.52
Staff Office Administration	\$ 141.39	\$ 212.09	\$ 282.79	3/1/2024	12/31/2024	\$ 50.00	0%	45.00 - 55.00
	\$ 148.46	\$ 222.70	\$ 296.93	1/1/2025	12/31/2025	\$ 52.50	5%	47.25 - 57.75
	\$ 155.89	\$ 233.83	\$ 311.77	1/1/2026	12/31/2026	\$ 55.13	5%	49.61 - 60.64
	\$ 163.68	\$ 245.52	\$ 327.36	1/1/2027	12/31/2027	\$ 57.88	5%	52.09 - 63.67
	\$ 171.87	\$ 257.80	\$ 343.73	1/1/2028	12/31/2028	\$ 60.78	5%	54.70 - 66.85

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS) (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. Prime Consultant Subconsultant

Project No. Plumas County On-Call Contract No. _____ Date 4/4/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	Mile	Federal Rate	\$TBD
Per Diem	1	Day	CT Travel Guide	\$TBD
Reproduction	1	Ea	At Cost	\$TBD
Delivery	1	Ea	At Cost	\$TBD
Subconsultant 1:				\$TBD
Subconsultant 2:				\$TBD
Subconsultant 3:				\$TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (as applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE

Title *: President

Signature: 

Date of Certification (mm/dd/yyyy): 4/4/2024

Email: fhuang@mgeeng.com

Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-Call Bridge/Civil and Construction Engineering Services

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT MGE Engineering, Inc. PRIME SUB PROJECT NO. On-call Civil and Construction Engineering Services, Plumas CountyCONTRACT NO. DATE April 4, 2024CONTRACT TYPE Specific Rates of Compensation (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

Loaded Rate Calculation	
Non Exempt Employee Loaded Billing Rates	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 1.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	

Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL		47.32%	+	+	109.76% = 157.08%
OVERTIME		47.32%	+	+	109.76% = 157.08%
Field Office Personnel:					
NORMAL		48.51%	+	+	77.56% = 126.07%
OVERTIME		48.51%	+	+	77.56% = 126.07%
				Fee	= 10.00%

Exempt Employee Loaded Billing Rates

C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

D) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL) = Employee Base - DIR Base	Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class					
			Base Salary		Fringe Benefits		Total Base Salary + Fringe Benefits		Base Salary		Estimate		Total = Base + Fringe		Straight		1.5 OT		2.0 OT		Straight		1.5 OT		2.0 OT		Straight		1.5 OT		2.0 OT				
			From	To	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT				
Joe Siemers, PE Sr. Construction Engineer Group 2	OFFICE	1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$56.27 \$56.27 \$56.27 \$56.27 \$56.27	\$84.41 \$84.41 \$84.41 \$84.41 \$84.41	\$112.54 \$112.54 \$112.54 \$112.54 \$112.54	\$15.41 \$15.41 \$15.41 \$15.41 \$15.41	\$71.68 \$71.68 \$71.68 \$71.68 \$71.68	\$99.82 \$99.82 \$99.82 \$99.82 \$99.82	\$127.95 \$127.95 \$127.95 \$127.95 \$127.95	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$11.49 \$11.49 \$11.49 \$11.49 \$11.49	\$97.49 \$101.79 \$106.31 \$111.05 \$116.03	\$97.49 \$101.79 \$106.31 \$111.05 \$116.03	\$97.49 \$101.79 \$106.31 \$111.05 \$116.03	\$25.81 \$30.11 \$34.63 \$39.37 \$44.35	(\$2.33) (\$26.16) (\$21.64) (\$16.90) (\$11.92)	(\$30.46) (\$26.16) (\$21.64) (\$16.90) (\$8.00)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1.60 \$5.90 \$10.42 \$15.16 \$20.14	(\$26.54) (\$22.24) (\$17.72) (\$12.98) (\$8.00)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	(\$2.33) (\$3.92) (\$3.92) (\$3.92) (\$3.92)	\$213.86 \$224.56 \$235.80 \$247.58 \$259.97	\$213.86 \$224.56 \$235.80 \$247.58 \$259.97	\$240.40 \$246.80 \$253.52 \$260.56 \$267.97	5.00% 5.00% 5.00% 5.00% 5.00%	\$ 86.00 \$ 90.30 \$ 94.82 \$ 99.56 \$ 104.54	N/A			
Joe Siemers, PE Sr. Construction Engineer Group 2	FIELD	1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$56.27 \$56.27 \$56.27 \$56.27 \$56.27	\$84.41 \$84.41 \$84.41 \$84.41 \$84.41	\$112.54 \$112.54 \$112.54 \$112.54 \$112.54	\$15.41 \$15.41 \$15.41 \$15.41 \$15.41	\$71.68 \$71.68 \$71.68 \$71.68 \$71.68	\$99.82 \$99.82 \$99.82 \$99.82 \$99.82	\$127.95 \$127.95 \$127.95 \$127.95 \$127.95	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$86.00 \$90.30 \$94.82 \$99.56 \$104.54	\$11.49 \$11.49 \$11.49 \$11.49 \$11.49	\$97.49 \$101.79 \$106.31 \$111.05 \$116.03	\$97.49 \$101.79 \$106.31 \$111.05 \$116.03	\$25.81 \$30.11 \$34.63 \$39.37 \$44.35	(\$2.33) (\$26.16) (\$21.64) (\$16.90) (\$11.92)	(\$30.46) (\$26.16) (\$21.64) (\$16.90) (\$8.00)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1.60 \$5.90 \$10.42 \$15.16 \$20.14	(\$26.54) (\$22.24) (\$17.72) (\$12.98) (\$8.00)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	(\$2.33) (\$3.92) (\$3.92) (\$3.92) (\$3.92)	\$213.86 \$224.56 \$235.80 \$247.58 \$259.97	\$213.86 \$224.56 \$235.80 \$247.58 \$259.97	\$240.40 \$246.80 \$253.52 \$260.56 \$267.97	5.00% 5.00% 5.00% 5.00% 5.00%	\$ 86.00 \$ 90.30 \$ 94.82 \$ 99.56 \$ 104.54	N/A					
Manouch Mahmoudzadeh, PE Structure Rep/Resident Engineer/Inspector Group 2	FIELD	1/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$56.27 \$56.27 \$56.27 \$56.27 \$56.27	\$84.41 \$84.41 \$84.41 \$84.41 \$84.41	\$112.54 \$112.54 \$112.54 \$112.54 \$112.54	\$15.41 \$15.41 \$15.41 \$15.41 \$15.41	\$71.68 \$71.68 \$71.68 \$71.68 \$71.68	\$99.82 \$99.82 \$99.82 \$99.82 \$99.82	\$127.95 \$127.95 \$127.95 \$127.95 \$127.95	\$72.84 \$76.48 \$80.30 \$84.32 \$88.54	\$109.28 \$114.72 \$120.45 \$126.48 \$132.81	\$145.68 \$152.96 \$160.60 \$168.64 \$177.08	\$11.49 \$11.49 \$11.49 \$11.49 \$11.49	\$84.33 \$87.97 \$91.79 \$95.81 \$100.03	\$120.75 \$126.21 \$131.94 \$138.16 \$148.57	\$157.17 \$164.45 \$172.09 \$180.13 \$188.57	\$12.65 \$126.45 \$132.13 \$141.24 \$178.35	\$20.94 \$24.86 \$36.50 \$42.08 \$60.62	\$29.22 \$33.14 \$36.50 \$40.42 \$64.54	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$181.14 \$190.19 \$199.69 \$209.68 \$220.18							

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT MGE Engineering, Inc.

PRIME _____ SUB_X _____

PROJECT NO.

CONTRACT NO.

DATE April 4, 2024

CONTRACT TYPE _____ **(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)**

IS ONE OF THE ABOVE LISTED CONTRACT TYPES,

Total Other Direct Costs Amount \$

SCHEDULE OF OTHER DIRECT COST ITEMS

Please Note: Consultant completes all applicable items and deletes what is not applicable

Important Notes:

- Important Notes:

 1. "N/C" denotes No Charge
 2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
 3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
 4. Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
 5. Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
 6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
 7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 8. For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Bridge Project**

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 24-013, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Snake Lake Bridge Project. The project site is located on County Road 422 (Bucks Lake Road), over the Spanish Creek.

Snake Lake Bridge over Spanish Creek is a single-lane, clear-span steel pony truss with high abutment walls comprised of precast concrete panels with tieback anchors and was constructed in 1969.

The existing bridge was classified as structurally deficient by Caltrans as a result of their biannual inspection. The panels comprising the abutment wall were identified as having failed. The superstructure of the bridge was coded as being in a serious condition, indicating deterioration affecting primary structural components. The crossing is currently posted for a truck speed limit of 15 MPH. The bridge provides access to the U.S. Forest Service and private lands east of the unincorporated community of Meadow Valley. The new bridge will enhance traffic safety and improve conditions in Spanish Creek by providing an increased flow area.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

The Scope of Work includes revision to the CDFW 2081 Incidental Take Permit (ITP) application and restoration design, as well as a restoration Plan, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project., scope attached hereto as Exhibit A.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Eighteen Thousand, Three Hundred Three dollars and Fifty cents (\$18,303.50); leaving one million three hundred thirty-one six hundred ninety-six dollars and fifty cents remaining (\$1,331.696.50).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice.

2 E2

Consultants Initials

RWT County Initials

Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS

A political subdivision of the State of California


Greg Hagwood, Chair
Board of Supervisors

Date: 6/4/2024

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Date: 6/4/2024

CONSULTANT
MGE Engineering, Inc.


Robert E. Sennett, Vice President

Date: 5-24-2024


Fred Huang, Chief Financial Officer

Date: 5-24-2024

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

Date: 5/15/2024

County Counsel

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

EXHIBIT A
SCOPE OF WORK

SNAKE LAKE ROAD BRIDGE REPLACEMENT

PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans, MGE will need to update the PS&E for the Snake Lake Road Bridge replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, contract items and cost estimate. Work scope tasks will include the following:

TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2023 Standard Plans and Specifications.

Deliverable: Updated Plans.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Update Notice To Bidders and Special Provisions.

TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Bid Book.

TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Cost Estimate.

SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

Exhibit B

**AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Bridge Project**

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 24-013, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Snake Lake Bridge Project. The project site is located on County Road 422 (Bucks Lake Road), over the Spanish Creek.

Snake Lake Bridge over Spanish Creek is a single-lane, clear-span steel pony truss with high abutment walls comprised of precast concrete panels with tieback anchors and was constructed in 1969.

The existing bridge was classified as structurally deficient by Caltrans as a result of their biannual inspection. The panels comprising the abutment wall were identified as having failed. The superstructure of the bridge was coded as being in a serious condition, indicating deterioration affecting primary structural components. The crossing is currently posted for a truck speed limit of 15 MPH. The bridge provides access to the U.S. Forest Service and private lands east of the unincorporated community of Meadow Valley. The new bridge will enhance traffic safety and improve conditions in Spanish Creek by providing an increased flow area.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

The Scope of Work includes additional time to support revisions to the Biological Assessment to include foothill yellow-legged frog for the revised USFWS Biological Opinion, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project. It also includes additional project management time for the extended time frame of the project., scope attached hereto as Exhibit A.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Sixteen Thousand, Seven Hundred Forty-Six dollars and two cents (\$16,746.02); leaving on million three hundred fourteen nine hundred fifty dollars and forty-eight cents remaining (\$1,314,950.48).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County

____ Consultants Initials

RWT County Initials

shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California



Greg Hagwood, Chair
Board of Supervisors

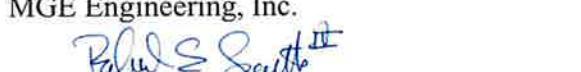
Date: 6/4/2024



ATTEST:
Allen Hiskey
Clerk of the Board of Supervisors

Date: 6/4/2024

CONSULTANT
MGE Engineering, Inc.



Robert E. Sennett, Vice President

Date: 5-30-2024



Fred Huang, Chief Financial Officer

Date: 5-30-2024

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

Date: 5/15/2024

County Counsel
Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

EXHIBIT A
SCOPE OF WORK

SNAKE LAKE ROAD BRIDGE REPLACEMENT

Amendment No. 2 scope of work includes additional time to support revisions to the Biological Assessment to include foothill yellow-legged frog for the revised USFWS Biological Opinion, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project.

SCHEDULE

MGE anticipates completing the updates within 4 weeks following notice to proceed.

EXHIBIT B

January 2018

**MGE Engineering Amendment 2
FEE ESTIMATE PROPOSAL - 401 & 404 BA SUPPORT**

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$512.00	4	= \$128.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Avg Hourly Rate	Proposed Escalation			
Year 1 \$128.00	+ 4.0%	=	\$133.12	Year 2 Avg Hourly Rate
Year 2 \$133.12	+ 4.0%	=	\$138.44	Year 3 Avg Hourly Rate
Year 3 \$138.44	+ 4.0%	=	\$143.98	Year 4 Avg Hourly Rate
Year 4 \$143.98	+ 4.0%	=	\$149.74	Year 5 Avg Hourly Rate
Year 5 \$149.74	+ 4.0%	=	\$155.73	Year 6 Avg Hourly Rate
Year 6 \$155.73	+ 4.0%	=	\$161.96	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 100.00%	* 4.0	= 4.0	Estimated Hours Year 1
Year 2 0.00%	* 4.0	= 0.0	Estimated Hours Year 2
Year 3 0.00%	* 4.0	= 0.0	Estimated Hours Year 3
Year 4 0.00%	* 4.0	= 0.0	Estimated Hours Year 4
Year 5 0.00%	* 4.0	= 0.0	Estimated Hours Year 5
Year 6 0.00%	* 4.0	= 0.0	Estimated Hours Year 6
Total 100%	Total	= 4.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$128.00	* 4.0	= \$512.00	Estimated Hours Year 1
Year 2 \$133.12	* 0.0	= \$0.00	Estimated Hours Year 2
Year 3 \$138.44	* 0.0	= \$0.00	Estimated Hours Year 3
Year 4 \$143.98	* 0.0	= \$0.00	Estimated Hours Year 4
Year 5 \$149.74	* 0.0	= \$0.00	Estimated Hours Year 5
Year 6 \$155.73	* 0.0	= \$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation		= \$512.00	
Direct Labor Subtotal before Escalation		= \$512.00	
Estimated total of Direct Labor Salary Increase		= \$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$ is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	H. Fred Huang, PE	Title *:	President
Signature :		Date of Certification (mm/dd/yyyy):	5/8/2020
Email:	fhuang@mgeeng.com	Phone Number:	916-421-1000
Address:	7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Provide additional permitting application services.

**AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Graeagle-Johnsville Road Rehabilitation Project**

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 24-013, is hereby amended as follows:

Project Background

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82-2.85) and Plumas-Eureka State Park (PM 2.85— 5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

Scope of Work

Update the current plan set to comply with the new Caltrans 2024 Standard Plans and Specifications. Update will also include notice to bidders and special provisions, Bid book, Cost estimate and PS&E checklist.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Nine Thousand, Nine Hundred Fifty Four dollars and Fourteen cents (\$9,954.14).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

RS&S Consultants Initials

RWT County Initials

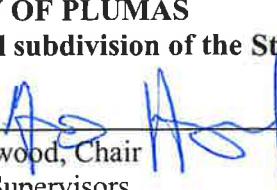
Publicworks

Term.

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

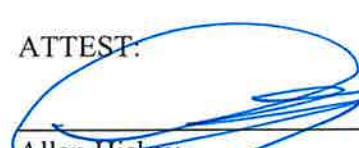
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California



Greg Hagwood, Chair
Board of Supervisors

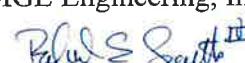
Date: 03 DEC 2024

ATTEST:


Allen Hiskey
Clerk of the Board of Supervisors

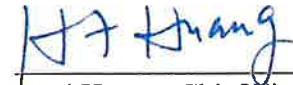
Date: 03 DEC 2024

CONSULTANT
MGE Engineering, Inc.



Robert E. Sennett, Vice President

Date: 11-14-2024



Fred Huang, Chief Financial Officer

Date: 11-14-2024

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Date: 11/13/2024

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

Exhibit A

GRAEAGLE-JOHNSVILLE ROAD REHABILITATION

PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Graeagle-Johnsville Road Rehabilitation project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification. Work scope tasks will include the following:

TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2024 Standard Plans and Specifications.

Deliverable: Updated Plans.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2024 Standard Plans and Specifications.

Deliverables: Update Notice To Bidders and Special Provisions.

TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2024 Standard Plans and Specifications.

Deliverables: Updated Bid Book.

TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2024 Standard Plans and Specifications. Unit costs will be checked to ensure the estimate reflects current bid prices for the bid items.

Deliverables: Updated Cost Estimate.

TASK 1.5 – PS&E CHECKLIST

MGE will complete the Caltrans PS&E Checklist (Exhibit 12-D) to be attached to the PS&E certification form which will be completed by the County.

Deliverables: PS&E Checklist (Exhibit 12-D)

SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

Exhibit B

MGE Engineering Amendment 4
FEE ESTIMATE PROPOSAL - GRAEAGLE-JOHNSVILLE ROAD REHABILITATION
PS&E UPDATE TO 2024 STANDARDS

January 2018

AMENDMENT NO. 4
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
for the
Traffic Impact Analysis for the Court Street Closure Proposal**

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 24-013, is hereby amended as follows:

Project Background

On September 9, 2024, the Board of Supervisors received a proposal from the Public Works Department for the closure of Court Street. During this meeting, The Plumas County Public Works Department expressed concerns with the intersection design of Main Street, Crescent Street and Court Street. These concerns involve the speed at which motorists enter the downtown commercial core where pedestrians and cyclists are more prevalent, and illegal traffic movements common at this intersection. Motorists often enter the Main Street commercial core at unsafe speeds. In addition, motorists also enter Court Street from Main Street (SR 70) at speeds which pose safety concerns for pedestrians using the crosswalk between Dame Shirley Park and the Courthouse, and for vehicles backing out of parking spaces along the west side of Court Street.

Based on public comment during the Board of Supervisors meeting held on September 9, 2024, it was determined that a traffic analysis of this proposal was warranted. The County, through its On-call Engineering Services contract with MGE Engineering, Inc., has obtained the attached scope and cost to prepare this analysis.

The traffic analysis is funded through the Plumas County Transportation Commission's transportation planning funds.

Scope of Work

The Scope of Work will be as set forth in Exhibit "A" attached hereto.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Thirty-Four Thousand, Seven Hundred Eighty-Six Dollars and Forty-One Cents (\$34,786.41).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

 Consultants Initials
hfh

 County Initials

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work (Exhibit A).

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

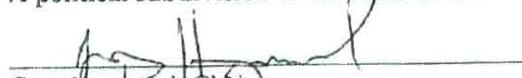
Term.

The term of this Agreement commences upon execution of this agreement and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS

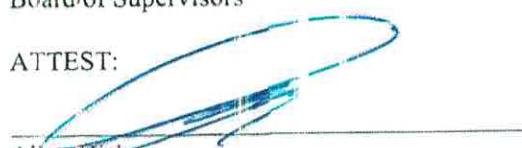
A political subdivision of the State of California



Greg Hagwood, Chair
Board of Supervisors

Date: 17 DEC 2024

ATTEST:



Allen Hiskey
Clerk of the Board of Supervisors

Date: 17 DEC 2024

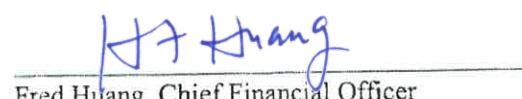
CONSULTANT

MGE Engineering, Inc.



Robert E. Sennett, Vice President

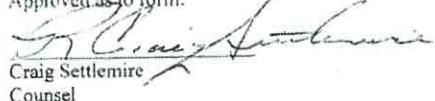
Date: 12/18/2024



Fred Huang, Chief Financial Officer

Date: 12/18/2024

Approved as to form:



Craig Settlemire
Counsel

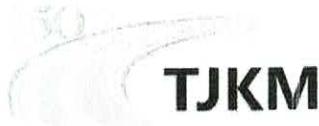
Date: 12/9/2024

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

2


Consultants Initials
hfh
County Initials



Scope of Work - Exhibit A

November 1, 2024

Mr. Jim Graham
Executive Director
Plumas County Transportation Commission
JimGraham@countyofplumas.com

Subject: Scope of Work to assess Traffic Impacts for Court Street Closure in City of Quincy, Plumas County, CA.

Dear Mr. Jim:

TJKM Transportation Consultants is pleased to present this proposal to assess the Traffic Impacts for Court Street Closure in City of Quincy, California. Based on the information provided, we understand that Plumas County Public Works Department has concerns with the intersection design of Main Street, Crescent Street, and Court Street. These concerns involve overspeeding, pedestrian/bike safety, and illegal traffic movements. Public Works staff suggested the possibility of closing off Court Street access to and from Main Street during public engagement/community meetings. Eliminating the access of Court Street onto Main Street will affect traffic patterns and parking on Court Street. Public Works and Plumas County Transportation Commission staff have developed a conceptual proposal for the Court Street closure and a redesign of the parking configuration along Court Street. Regarding this, County staff approached TJKM to evaluate the traffic impacts onto surrounding streets due to the closure of Court Street.

Our scope of work is based on our working knowledge of the area and our experience with similar traffic study projects.

Scope of Work

- TJKM will verify existing field conditions, documenting intersection lane geometry, traffic conditions, left and right turn lane pocket lengths, and any unusual conditions.
- TJKM will document existing conditions, including transit, existing pedestrian and bicycle routes, and note any possible impacts of Closure of Court Street would have upon these facilities.
- TJKM will assess traffic conditions at the following study intersections. County will provide the vehicular, bicycle, pedestrian, and heavy vehicle data during the weekday morning (7-9 AM) and afternoon (4-6 PM) periods.

For further information, please contact TJKM at 530-283-1244 or visit www.tjkm.com.

Court Street Closure Scope of Work (City of Quincy, Plumas County, CA)
November 1, 2024

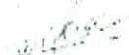
1. Crescent Street and Lawrence Street
 2. Main Street and Crescent Street-Court Street
 3. Main Street and Bradley Street
 4. Main Street and Church Street
 5. Main Street and Lawrence Street
 6. Jackson Street and Bradley Street-Coburn Street
- County will provide the 24-hour Average Daily Traffic Counts (ADT) including vehicle class, and speeds for the following study segments:
 1. Main Street between Buchanan Street and Crescent Street
 2. Main Street between Crescent Street and Lawrence Street
 3. Main Street between Church Street and Lawrence Street
 4. Main Street between Quincy Junction Road and Claremont Drive
 5. Jackson Street between Buchanan Street and Court Street
 6. Lawrence Street between Cloman Avenue and Church Street
 - TJKM will conduct Level of Service (LOS) traffic operations analysis using Highway Capacity Calculation method at the roadway segments under the following scenarios. We will utilize Synchro traffic software and analyze the study intersections based on the methodology presented in the Transportation Research Board's (TRB) Highway Capacity Manual, 6th Edition (HCM). The analysis will include assessment of the weekday morning (AM) peak, and weekday afternoon (PM). The analysis will include the following scenarios:
 - Existing Conditions;
 - Existing plus Project Conditions (Court Street Closure)
 - Impacts of the project on the surrounding road system will be identified by comparing the results of the project LOS and queuing calculations between "no Project" and "plus Project" conditions. Intersection and Roadway segment impact criteria used by the County will be used to identify significant impacts / inconsistencies. Improvement measures will be recommended to offset impacts, as appropriate; measures will include geometric changes, and installation of all-way stop conversions or traffic signals.
 - TJKM will prepare a draft traffic study report consistent with the Plumas County Transportation Study Guidelines that summarizes analysis findings and recommendations for County review and feedback. If necessary, minor comments from the County regarding this study will then be incorporated into a final report.
 - TJKM will attend one virtual meeting with County to discuss the Draft report and will provide the responses to the questions.

Court Street Closure Scope of Work (City of Quincy, Plumas County, CA)
November 1, 2024

- We anticipate to deliver a draft report within 6 to 8 weeks after notice-to-proceed, and after field data has been provided. TJKM will expedite the project to meet your schedule but does not guarantee delivery of the report before 6 weeks.

Thank you for considering TJKM again for your transportation consulting needs. If you have any questions or concerns regarding our proposal, do not hesitate to contact us.

Sincerely,



Ruta Jariwala
Project Manager
(p) 408.421.0768
(e) rjariwala@tjkm.com

MGE Engineering Amendment 4
EFFE ESTIMATE PROPOSAL - COURT STREET CLOSURE TRAFFIC STUDY

Total = \$34,786.41

AMENDMENT NO. 5
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Civil Engineering Services
Transportation Improvements Projects for the
Snake Lake Road Bridge Project

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 24-013 is hereby amended as follows:

Project Background

The County, in coordination with the California Department of Transportation (Caltrans), proposes to replace the Snake Lake Bridge. The Department of Public Works is actively working on the Snake Lake Road Bridge Replacement Project. As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Snake Lake Road Bridge Replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification.

Scope of Work

The scope of work will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification as identified in the Scope of Work, which is attached hereto as Exhibit “A”.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit “B” and incorporated herein by this reference. The cost is TEN THOUSAND NINE HUNDRED AND NINETY-FOUR AND 80/100 DOLLARS (\$10,994.80).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County’s receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Protect Schedule

The Consultant shall complete the work, set forth above in the Project Schedule which is mentioned hereto on Exhibit “A”.

Term

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County’s Board of

Consultants

AH County Initials

Public Works

Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

MGE Engineering Inc.

By: Robert E. Sennett II

Name: Robert E. Sennett

Title: Vice President

Date signed: 1/21/2025

By: Fred Huang

Name: Fred Huang

Title: Chief Financial Officer

Date signed: 1/21/25

COUNTY:

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

By: Kevin Böss

Name: KEVIN BOSS
Chair, Board of Supervisors

Date signed: 14 JAN 2025

ATTEST:

By: Allen Hiskey
Allen Hiskey
Clerk of the Board of Supervisors
Date signed: 14 JAN 2025

Approved as to form:

J. Brechtel
Joshua Brechtel, Attorney
County Counsel's Office

Taxpayer ID Number — 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B - Fee Schedule

EXHIBIT "A"

SNAKE LAKE ROAD BRIDGE REPLACEMENT

PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Snake Lake Road Bridge Replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification. Work scope tasks will include the following:

TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2024 Standard Plans and Specifications.

Deliverable: Updated Plans.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2024 Standard Plans and Specifications.

Deliverables: Update Notice To Bidders and Special Provisions.

TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2024 Standard Plans and Specifications.

Deliverables: Updated Bid Book.

TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2024 Standard Plans and Specifications. Unit costs will be checked to ensure the estimate reflects current bid prices for the bid items.

Deliverables: Updated Cost Estimate.

TASK 1.5 – PS&E CHECKLIST

MGE will complete the Caltrans PS&E Checklist (Exhibit 12-D) to be attached to the PS&E certification form which will be completed by the County.

Deliverables: PS&E Checklist (Exhibit 12-D)

SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

EXHIBIT "B"

**MGE Engineering Amendment 5
FEE ESTIMATE PROPOSAL - SNAKE LAKE ROAD BRIDGE REPLACEMENT
PS&E UPDATE TO 2024 STANDARDS**



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: May 13, 2025
SUBJECT: Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Mechanic I/II; No General Fund Impact; Road funds.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Equipment Mechanic I/II.

Background and Discussion:

A vacancy has opened up for a PW Equipment Mechanic I/II due to failure to pass probation.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached, including the job classification descriptions.

Action:

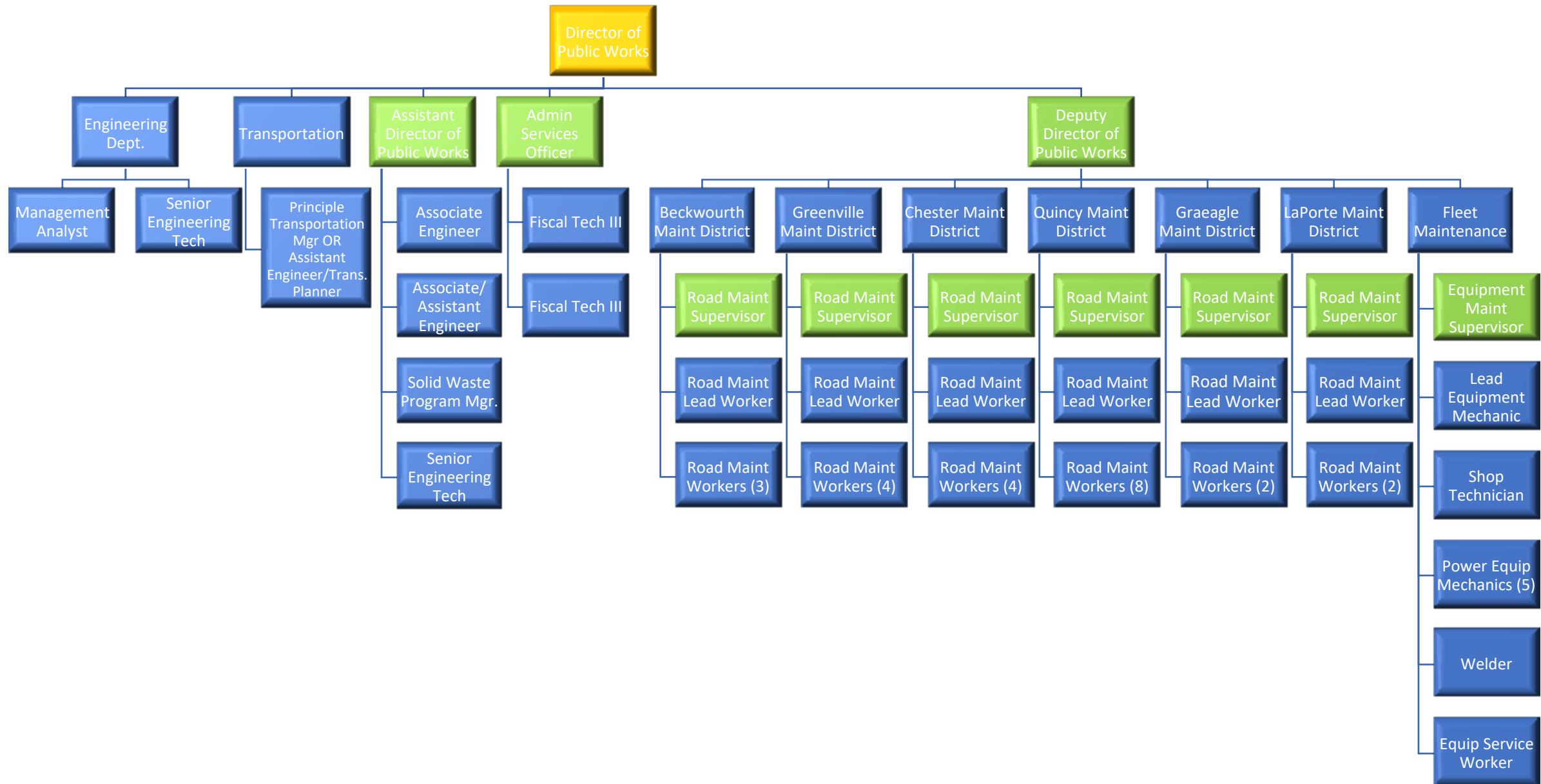
Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Mechanic I/II; No General Fund Impact; Road funds.

Fiscal Impact:

No General Fund impact. Road budget.

Attachments:

1. PW Department Org Chart
2. CRITICAL STAFFING QUEST Power Equip Mech 5_25
3. PW Power Equipment Mechanic I
4. PW Power Equipment Mechanic II



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Power Equipment Mechanic I/II Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?

Power Equipment Mechanic I/IIs are the workforce for maintaining and repairing County road equipment.

- Why is it critical that this position be filled at this time?

Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads

- How long has the position been vacant?

One week.

- Can the department use other wages until the next budget cycle?

The department’s wage and benefits portion of the 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. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

21/22 \$0

22/23 \$0

23/24 \$0

POWER EQUIPMENT MECHANIC I

DEFINITION

Under general supervision, to inspect, diagnose, overhaul, and make major and minor mechanical repairs to gasoline powered automotive and other equipment; to learn heavy equipment maintenance and repair work; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first working level class in the Power Equipment Mechanic series. The incumbents in this class are expected to be journey level automotive mechanics and capable of diagnosing a variety of mechanical problems and perform the full range of adjustments and repair work on automotive equipment. They may receive training on heavy equipment and other specialized mechanic work. This class is distinguished from Power Equipment Mechanic II by the performance of a narrower range of mechanical work and the absence of other specialized assignments, such as out stationed assignments.

REPORTS TO

Equipment Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Performs maintenance and repair work on a wide variety of automotive equipment.
- Learns heavy equipment mechanical work on diesel-powered equipment. including graders, dozers, rollers, trucks, and backhoes.
- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment.
- Estimates the costs of automotive equipment repairs.
- Requisitions automotive equipment parts.
- Makes major and minor mechanical repairs including engine tune-ups, brake relining, electrical system repairs, and radio installations.
- Disassembles, repairs, grinds, or replaces worn parts.
- Fits new parts and adjusts engines, water and fuel pumps, carburetors and fuel injectors, governors, starters, clutches, transmissions, differentials, brakes, and steering mechanisms.
- Inspects shop work for proper completion.
- Performs machinist work.
- Keeps records of repairs and maintenance work; prepares reports.
- Requests supplies and materials needed.
- Implements shop safety practices and procedures.
- Discusses work progress with supervisor.
- Attends meetings.

TYPICAL PHYSICAL REQUIREMENTS

Occasionally sits; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, and telephones.

TYPICAL WORKING CONDITIONS

Work is performed in a shop environment; occasionally works outside; exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, materials, tools, and equipment used in the testing, adjustment, repair, and overhaul of gas equipment.
- Theory and operation of gasoline engines.
- Principles and methods of gas and electrical welding.
- Painting methods and techniques.
- Safe work practices and Federal and State safety regulations.
- Principles and methods used in a program of preventive maintenance.
- Hydraulic valves and controls, hydraulic and air brake systems and electronic ignition systems.
- Tools, methods, materials and equipment used in automotive and body repair work.

Ability to:

- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools in the repair of automotive and heavy equipment.
- Perform highly skilled testing, adjustment, repair, and overhaul work on gasoline powered automotive and other equipment.
- Estimate time and materials for repair jobs.
- Operate a variety of automotive equipment.
- Prepare, clear, concise and accurate records and reports.
- Read shop and repair manuals.
- Establish and maintain cooperative working relationships.

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:

Two (2) years of experience as a journey level automotive mechanic.

Special Requirements: Possession of a valid and appropriate California Driver's License issued by the Department of Motor Vehicles.

POWER EQUIPMENT MECHANIC II

DEFINITION

Under general supervision, to inspect, diagnose, overhaul, and make major and minor mechanical repairs to gasoline and/or diesel-powered automotive and heavy equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Power Equipment Mechanic series. The incumbents in this class diagnose a variety of mechanical problems and perform the full range of adjustments and repair work on both automotive and heavy equipment. Incumbents should be capable of working on the full range of County equipment. They may also be stationed with responsibilities for field repairs in an assigned area of the County.

REPORTS TO

Equipment Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Performs maintenance and repair work on a wide variety of automotive and diesel-powered equipment, including graders, dozers, rollers, trucks, and backhoes.
- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment.
- Estimates the costs of automotive and equipment repairs.
- Requisitions automotive and diesel-powered equipment parts.
- Makes major and minor mechanical repairs including engine tune-ups, brake relining, electrical system repairs, and radio installations.
- Disassembles, repairs, grinds, or replaces worn parts.
- Fits new parts and adjusts engines, water and fuel pumps, carburetors and fuel injectors, governors, starters, clutches, transmissions, differentials, brakes, and steering mechanisms.
- Inspects shop work for proper completion.
- Designs and modifies electrical, mechanical, and hydraulic equipment to satisfy the requirements of County equipment.
- Welds, fabricates, and assembles parts for road construction apparatus.
- Orders and procures tires.
- Performs machinist work.
- Keeps records of repairs and maintenance work.
- Prepares reports.
- Requests supplies and materials needed.
- Implements shop safety practices and procedures.
- Discusses work progress with supervisor.
- Attends meetings.

TYPICAL PHYSICAL REQUIREMENTS

Occasionally sits; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, and telephones.

TYPICAL WORKING CONDITIONS

Work is performed in a shop environment; occasionally works outside; exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, materials, tools, and equipment used in the testing, adjustment, repair, and overhaul of gas and diesel-powered equipment.
- Theory and operation of gasoline and diesel engines.
- Principles and methods of gas and electrical welding.
- Basic knowledge metal lathe, milling equipment, and machinist techniques.
- Painting methods and techniques.
- Safe work practices and Federal and State safety regulations.
- Principles and methods used in a program of preventive maintenance.
- Hydraulic valves and controls, hydraulic and air brake systems and electronic ignition systems.
- Tools, methods, materials and equipment used in automotive and body repair work.

Ability to:

- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools and equipment in the maintenance and repair of automotive and heavy equipment.
- Perform highly skilled testing, adjustment, repair, and overhaul work on gasoline and diesel powered automotive and heavy equipment.
- Estimate time and materials for repair jobs.
- Operate a variety of automotive and heavy equipment.
- Prepare, clear, concise and accurate records and reports.
- Read shop and repair manuals.
- Establish and maintain cooperative working relationships.

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:

Two (2) years of experience as a journey level mechanic equivalent to Power Equipment Mechanic I with Plumas County.

Special Requirements: Possession of a valid and appropriate California Driver's License issued by the Department of Motor Vehicles.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to inmates; effective July 1, 2025; not to exceed \$150,000.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to inmates; effective July 1, 2025; not to exceed \$150,000.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES); approved as to form by County Counsel.

Background and Discussion:

Contract to provide dental services to inmates at the Plumas County Correctional Facility on an as-needed basis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to inmates; effective July 1, 2025; not to exceed \$150,000.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES)

Attachments:

1. Dale Harris, DDS 2025 FINAL

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 Dale Harris, DDS, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.
- If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.
10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

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.

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CONTRACTOR INITIALS _____

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: Steve Clark, Jail Commander

Contractor:

Dale Harris, DDS
78 E. Central Ave
Quincy, CA 95971
Attention: Dale Harris

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Dale Harris, DDS, an Individual

By: _____
Name: Dale Harris, DDS
Title: DDS
Date signed:

COUNTY:

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

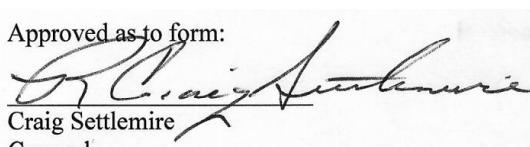
By: _____
Name: _____
Title: Sheriff/Coroner
Date signed:

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:



Craig Settlemire
Counsel

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide dental services to inmates at the Plumas County Correction Center. Such services shall be on an as-needed basis upon the request of the County. County shall contact Contractor's office to schedule services under this agreement. Inmates will be transported to the Contractor's office at the expense of the County.

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EXHIBIT B

Fee Schedule

1. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that service:

Oral Evaluation (exam): \$213.00

Intra-Oral X-rays (each): \$87.00

Panographic X-ray (whole mouth): \$321.00

Simple Extraction: \$495.00

Surgical Extraction: \$798.00

Composite Filling: not to exceed \$834.00

Mouth Debridement (scale) of Teeth: \$261.00

Root Canal Treatment (dependent on tooth): \$2,052.00

Partial Dental Prosthetic (Upper or Lower): \$4,746.00

Emergency Visit (after hours): \$390.00

2. County will request scheduling of inmate at least one week in advance. Contractor requires a 48-hour cancellation notice. If appointments are not cancelled within 48-hours of scheduled time, there will be a \$150.00 cancelation fee charged per patient.
3. Contractor shall provide an estimate when necessary for denture work upon arrival from the County. Contractor will send a monthly billing statement at the end of each month where services are provided.

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: May 13, 2025

SUBJECT: Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Background and Discussion:

The following are highlights that apply to the MOU between the County of Plumas and the bargaining unit of the International Union of Operating Engineers, Local 3 Public Works Unit:

- 1) Term (Section 9.04): Twenty-four months (January 1, 2025, to December 31, 2026).
- 2) Wage (Section 2.01): Increase base wages for all represented classifications in the Mid-Management & Supervisors Unit as follows:

10.0% effective the first full pay period following ratification of the MOU (May 18th, 2025)

All current language in Section 2.01 would be removed.
- 3) Section 2.01 Wages: a 10% base wage increase lump sum payment of \$2,000.00 and reads as follows: "Wages for all represented classifications shall be increased during the term of this Agreement as follows: 10.0% effective the first full pay period following Board ratification of the successor MOU." "In addition, each member of the bargaining unit will receive a non-recurring, one-time, lump sum payment in the amount of two thousand dollars (\$2,000.00) minus applicable payroll deductions. Employees currently on the payroll during the pay period in which the County issues these one-time, lump sum payments will receive one of the payments."
- 4) Section 2.03 Longevity Pay: The County agrees to add longevity pay steps after twenty-four and twenty-seven years of County employment. Section 2.03 of the MOU would read as follows: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning January 1, 2025, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous and compensated service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service."
- 5) 3.02 Compensatory Time Off: (b) Move the responsibility of tracking Compensatory Time Off accrued from the Department Head to Payroll and reads as follows:

"Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor."

6) 5.02 Sick Leave Payoff: The establishment of a new sick leave payout tier. For employees hired on and before December 31, 2024 will have the same payout tiers. Those hired on and after January 1, 2025 will have to work 15 years before being able to cash out their available sick leave and will read as follows:

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before December 31, 2024:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after January 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

7) 5.07 Family Deaths: Amend bereavement policy language to follow AB 1949 Bereavement Law and reads as follows:

(a) An appointing authority can request documentation of the death, you are required to provide it. However, you are not required to provide such documentation before you begin your leave. Instead, you must provide this documentation within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members. Appointing authorities may allow bereavement leave to be taken upon the death of another person with whom you have a relationship. (Defined in Government Code 12945.2) 8)

5.08 Vacation: Change all vacation Tiers to a maximum of 336 hours from of accrued vacation possible and reads as follows:

(b) "The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section."

9) 5.08 Vacation Buy Back: Addition processes to be done for vacation buy back benefit to meet IRS constructive receipt rules and reads as follows: "Beginning in December of 2025, employees' vacation cash-out elections will occur in the year to comply with Federal I.R.S. requirements."

10) 7.02 Clothing: Added the Deputy Agriculture Commissioner / Sealer of Weights & Measures position to be eligible for boot allowance to safety equipment needs to perform the job.

11) 7.03 Cost Savings Bonus: Was removed as it is not utilized

Action:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Fiscal Impact:

The increase will affect the General Fund.

Attachments:

1. 5663 FINAL
2. Mid Mgmt Supervisors Unit MOU - Final JM - signed

RESOLUTION NO. 2025-

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #3
MID-MANAGEMENT & SUPERVISORS UNIT**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Mid-Management & Supervisors represented by International Union of Operating Engineers Local #3 Mid-Management & Supervisors Unit have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment. The period covered under this tentative agreement is January 1, 2025 to December 31, 2026.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Mid-Management & Supervisors Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Mid-Management & Supervisors Unit has been set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
 2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding, and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

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 13th day of May 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Kevin Goss Chair, Board of Supervisors

Allen L. Hiskey, Clerk of the Board

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

**International Union of
Operating Engineers, Local 3**

**MID-MANAGEMENT
& SUPERVISORS UNIT**

January 1, 2025 – December 31, 2026

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APPENDIX A: Mid-Management & Supervisors Unit Job Classifications

MID-MANAGEMENT & SUPERVISORS UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Mid-Management & Supervisors, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Mid-Management & Supervisors Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Mid-Management & Supervisors Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Mid-Management & Supervisors Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;

7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 MOU IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other

party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – NEW EMPLOYEE ORIENTATION

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 SALARY RANGE ADJUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules which affect employees' wages, working hours, terms of employment and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union labor management relations. The Committee may make recommendations to the County Administrative Officer.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.
- (b) The probationary period for a for cause employee promoted to a higher-level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.
- (c) A for cause employee who is promoted, shall have the right to return to the employee's job classification and pay status prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGES

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period following Board ratification of this MOU.

In addition, each member of the bargaining unit will receive a non-recurring, one-time, lump sum payment in the amount of two thousand dollars (\$2,000.00) minus applicable payroll deductions. Employees currently on the payroll during the pay period in which the County issues these one-time, lump sum payment will receive one of the payments.

2.02 MERIT INCREASE

Advancement through Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form (PAF), based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning the first full pay period following Board ratification of this MOU, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular full-time continuous and compensated service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) Payroll/payroll software shall keep/maintain records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (c) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee.
- (d) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (e) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department
- (f) At the end of employment, the County will pay the employee the value of accrued compensatory time off. The value shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

- (a) Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees shall be provided a “beeper” and will be expected to respond to service call within thirty (30) minutes.
- (c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.
- (d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.
- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALLBACK AND STANDBY DUTY:

A workday shall consist of twenty four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m.,

and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

- (a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.
- (b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:
 1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.
 2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
 3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.
 4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty five cents (\$.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Human Resources Director that have been assigned duties involving regular use of bilingual skills, a stipend of seventy dollars (\$70.00) shall be provided for twenty-four (24) of the twenty-six (26) pay periods. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of Facility Services employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

- (a) Effective November 1, 2022, the County shall contribute 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits.
- (b) Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.
- (c) Effective the first full pay period following Board adoption of this MOU, employees who opt-out of Plumas County offered health Insurance shall receive Three Hundred (\$300.00) dollars every month.

Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (25) years of continuous service, until the employee reaches

age sixty five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. An employee who receives more than one hundred-percent (100%) of

their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

The premium cost of SDI will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before December 31, 2024:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after January 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 UNPAID LEAVES OF ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

- (a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.
- (c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department.
- (d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.

- (e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (a) An appointing authority can request documentation of the death, you are required to provide it. However, you are not required to provide such documentation before you begin your leave. Instead, you must provide this documentation within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- (b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members. Appointing authorities may allow bereavement leave to be taken upon the death of another person with whom you have a relationship.
(Defined in Government Code 12945.2)

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:

1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 2. During the third (3rd) through seventh (7th) year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.
- (b) The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
1. The employee was required to work as a result of an operational need or an emergency.
 2. The employee was assigned to work of a priority or critical nature over an extended period of time.
 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 4. The employee was on jury duty.
 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.
- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, or resignation, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.
- (j) Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours. Beginning in December of 2025, employees' vacation cash-out elections will occur in the year to comply with Federal I.R.S. requirements.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day. Holiday pay is prorated for employees working less than a 1.0 Full time equivalent.

January 1, New Year's Day

The third Monday in January, Dr. Martin Luther King, Jr. Day

February 12, Lincoln's birthday;

The third Monday in February, Presidents' Day;

The last Monday in May, legal observance of Memorial Day;

June 19, Juneteenth;

July 4, Independence Day;

The first Monday in September, Labor Day;

The second Monday in October, Columbus Day;

November 11, Veterans' Day

The day in November that is the legal observance of Thanksgiving.

The day in November following Thanksgiving;

December 24, Christmas Eve

December 25, Christmas Day; and

Three (3) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday.

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 PREGNANCY DISABILITY LEAVE

Pregnancy disability leave shall be granted as provided by law.

5.12 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.13 MILITARY LEAVE

Military Leave shall be granted as provided by law.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

Grievant. A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

Day. As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the

grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In January of each year, classifications currently receiving a tool allowance will receive six hundred-fifty dollars (\$650.00) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Building and Grounds employees in the classifications of Maintenance Worker I/II shall provide their own rubber boots, shop coveralls, and insulated coveralls at their own expense.
- (b) Beginning in January 2013, the County shall provide a Safety-Clothing/Boot Allowance of Three Hundred Dollars (\$300) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-

Clothing/Boot Allowance which shall be paid with the first full pay period of each calendar year, or with their first paycheck after assignment to an eligible classification: Building Grounds Maintenance Supervisor, Deputy Agriculture Commissioner / Sealer of Weights & Measures Provided, however, that the January Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis based on the portion of the preceding year actually worked. Provided further, that if an employee separates from County employment with less than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.
- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrative Officer.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee has three (3) consecutive days off.
- (e) An employee shall not be furloughed more than one (1) day in any pay period.
- (f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.
- (g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.
- (h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.

- (i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.04 PER DIEM

The County will make a per diem reimbursement for County business travel which will be updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum Of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

This Memorandum of Understanding shall become effective upon adoption by the Plumas County Board of Supervisors and shall remain in full force and effect from January 1, 2025 to December 31, 2026.

SIGNATURES

UNION

<u>Carl Carr</u> <small>Carl Carr (May 7, 2025 17:21 PDT)</small>	05/07/25
Carl Carr, OE3 Public Division Director	Date
<u>Oesse Desmangles</u> <small>Oesse Desmangles (May 7, 2025 19:21 PDT)</small>	05/07/25
Oesse Desmangles, Business Representative	Date
<u>Jennifer Langston</u> <small>Jennifer Langston (May 8, 2025 06:24 PDT)</small>	05/08/25
Jennifer Langston, Employee Representative	Date
<u>Becky Osborn</u> <small>Becky Osborn (May 8, 2025 06:33 PDT)</small>	05/08/25
Becky Osborn, Employee Representative	Date
<u>Jessica McGill</u> <small>Jessica McGill (May 8, 2025 09:04 PDT)</small>	05/08/25
Jessica McGill, Employee Representative	Date
<u>Dustin A. Vert</u> <small>Dustin A. Vert (May 8, 2025 09:16 PDT)</small>	05/08/25
Dustin Vert, Employee Representative	Date
<u>Melissa Smith</u> <small>Melissa Smith (May 8, 2025 08:01 PDT)</small>	05/08/25
Melissa Smith, Employee Representative	Date

SIGNATURES

COUNTY OF PLUMAS

<u>Jack Hughes</u> <small>Jack Hughes (May 7, 2025 18:04 PDT)</small>	05/07/25
Jack Hughes – Chief Negotiator	Date
<u>Joshua Mizrahi</u> <small>Joshua Mizrahi (May 7, 2025 18:04 PDT)</small>	05/08/25
Joshua Mizrahi – Interim Human Resources Director	Date

Appendix A

Operating Engineer's Local #3

Mid Management & Supervisors Unit Job Classifications

Classifications
• Alcohol and Drug Programs Clinician – Supervisor
• Alcohol and Drug Program Chief
• Alternative Sentencing Manager
• Animal Control Supervisor
• Assessor's Office Manager
• Assistant Building Official
• Assistant County Assessor
• Assistant County Clerk – Recorder
• Assistant Director of Child Support Services
• Assistant Director of Public Health
• Assistant District Attorney
• Assistant Planning Director
• Assistant Treasurer – Tax Collector
• Building and Grounds Maintenance Supervisor I
• Building and Grounds Maintenance Supervisor II
• Building Official
• BH ASO
• BH AOD Program Administrator
• BH Continuing Care Coordinator
• BH Quality Improvement / Compliance Manager
• BH Unit Supervisor
• BH Unit Supervisor – Nursing
• Chief Appraiser
• Chief Code Enforcement Officer
• Chief Deputy Public Guardian – Conservator
• Community Care Case Manager
• Community Care House Manager
• Continuing Care Coordinator
• Department Fiscal Officer I
• Department Fiscal Officer II
• Deputy Ag Commissioner/Sealer of Weights and Measures
• Deputy Director Social Services Program Manager
• Division Director Veteran Services Officer
• Director of Nursing – Public Health
• District Attorney Administrator – Assistant Public Administrator

• Eligibility Supervisor
• Employment and Training Supervisor
• Fiscal Support Coordinator
• Geographic Information System Coordinator
• Grant Compliance Officer
• Health Education Coordinator II
• Library Literacy Program Coordinator
• Mental Health Children's Services Coordinator
• Mental Health Deputy Director
• Mental Health Program Chief
• Mental Health Services Act Coordinator
• Office Supervisor
• Perinatal Specialist
• Permit Manager
• Principal Staff Services Analyst
• Program Chief – Nursing
• Program Manager I
• Program Manager II
• Public Health Administrative Services Officer
• Public Health Program Division Chief
• Records Management Coordinator
• Senior Services Division Director
• Staff Services Manager
• Social Services Supervisor I
• Social Services Supervisor II
• Victim Witness Coordinator

Mid Mgmt Supervisors Unit MOU - Final JM

Final Audit Report

2025-05-08

Created:	2025-05-08
By:	Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkJvw2DiR6msvLurBsf-HgDpiePc8c6pj

"Mid Mgmt Supervisors Unit MOU - Final JM" History

- 📄 Document created by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
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 Agreement completed.

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**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: May 13, 2025

SUBJECT: Adopt **RESOLUTION** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Background and Discussion:

Approve and Authorize Resolution Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications to bring them in line with state guidelines.

Action:

Adopt **RESOLUTION** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund Impact

Attachments:

1. Probation Officer I - Final
2. Probation Officer II - Final
3. Probation Officer III - Final
4. Supervising Probation Officer - Final

DEPUTY PROBATION OFFICER I

DEFINITION

Under close or general supervision or direction, performs a variety of probation officer duties in the field of adult and juvenile community corrections and juvenile residential corrections; conducts investigations and monitors adult or juvenile offenders in a community setting; provides pre-trial, pre-sentence and post-sentence recommendations to the court; caseload management, support, and guidance to alleged and convicted offenders; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives close or general supervision or direction from an assigned Probation Officer Supervisor or Deputy Probation Officer III. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS

This is the entry-level classification in the Deputy Probation Officer series. Initially under close supervision, incumbents learn and perform duties of increasing complexity. As experience is gained, assignments become more varied, complex, and difficult. In addition, incumbents perform more independent duties in Intake, Supervision, Investigations, Pretrial and Placement Programs. Positions at this level usually perform most of the duties required of the positions at the II-level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- May serve as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contact and activities in the case management system.
- Investigates and makes recommendations to Superior and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody “battles” of minors.
- Advise clients of available community resources.
- Cooperates with State and local representatives from welfare, mental health, social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Completes assessments and case plans on clients and provides referrals and evidence-based programming based upon results.
- May work with placement agency and conduct follow-up on final results.
- May serve as on-call officer for juvenile or adult problems during non-business hours.
- May transport individuals in custody when necessary, including juveniles to/from court.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- May be assigned to coordinate and supervise specialized programs such as Drug Court, Pretrial Services, and evidence-based programming.
- May provide training and direction for support staff.
- Conducts drug testing of clients.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in the field environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior, and evidence-based services
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to:

- Apply the principles of adult and juvenile probation work and of related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.

Deputy Probation Officer I - 4

- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment, using computer technology and applications in the performance of daily activities.
- Make oral presentations and training before groups.

Education and Experience:

Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, AND one (1) year of related experience.

A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one year of experience for each year of education requirement.

Preferred Qualifications

Equivalent to a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

Previous work experience in a probation related field.

Licenses and Certifications:

Completion of the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C. within 90 days of hiring
- Ability to successfully complete the Basic Probation Officer Core Course as certified by the Board of State and Community Corrections (BSCC) within one year of employment.
- Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate within 90 days.
- Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California
- Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service

Deputy Probation Officer I - 5

Work related training as assigned, and to return to work as ordered in the event of an emergency.

DEPUTY PROBATION OFFICER II

DEFINITION

Under close or general supervision or direction, performs a variety of probation officer duties in the field of adult and juvenile community corrections and juvenile residential corrections; conducts investigations and monitors adult or juvenile offenders in a community setting; provides pre-trial, pre-sentence and post-sentence recommendations to the court; caseload management, support, and guidance to alleged and convicted offenders; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives close or general supervision or direction from an assigned Probation Officer Supervisor or Deputy Probation Officer III. Exercises no direct supervision over staff.

DISTINGUISHING CHARACTERISTICS

This is the fully qualified journey-level classification in the Deputy Probation Officer series. Positions at this level are fully qualified to independently perform the full range of duties and exercise considerable independent judgement in providing supervision and services to a caseload of probationers, conducting pre-court investigations, and recommending sentencing to Courts. These positions are in Intake, Supervision, Investigations, Pretrial and Placement Programs. Duties are performed with minimal guidance and supervision.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- May serve as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contact and activities in the case management system.
- Investigates and makes recommendations to Superior and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody “battles” of minors.
- Advise clients of available community resources.
- Cooperates with State and local representatives from welfare, mental health, social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Completes assessments and case plans on clients and provides referrals and evidence-based programming based upon results.
- May work with placement agency and conduct follow-up on final results.
- May serve as on-call officer for juvenile or adult problems during non-business hours.
- May transport individuals in custody when necessary, including juveniles to/from court.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- May be assigned to coordinate and supervise specialized programs such as Drug Court, Pretrial Services, and evidence-based programming.
- May provide training and direction for support staff.
- Conducts drug testing of clients.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in the field environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior, and evidence-based services
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to:

- Apply the principles of adult and juvenile probation work and of related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.

Deputy Probation Officer II - 4

- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment, using computer technology and applications in the performance of daily activities.
- Make oral presentations and training before groups.

Education and Experience:

Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and one year of professional probation work experience equivalent to that of a Deputy Probation Officer I with Plumas County

A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one year of experience for each year of education requirement.

Preferred Qualifications

Equivalent to a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

Previous work experience in a probation related field.

Licenses and Certifications:

Completion of the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C.
- Successful completion of the Basic Probation Officer Core Course as certified by the Board of State and Community Corrections (BSCC).
- Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate within 90 days
- Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California
- Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County

Deputy Probation Officer II - 5

requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

DEPUTY PROBATION OFFICER III

DEFINITION

Under close or general supervision or direction, performs a variety of probation officer duties in the field of adult and juvenile community corrections and juvenile residential corrections; conducts investigations and monitors adult or juvenile offenders in a community setting; provides pre-trial, pre-sentence and post-sentence recommendations to the court; caseload management, support, and guidance to alleged and convicted offenders; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives close or general supervision or direction from an assigned Probation Officer Supervisor or Chief Probation Officer. May supervise Probation Assistant.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey-level classification in the Deputy Probation Officer series. Incumbents are distinguished from those in the Deputy Probation Officer II class in that they are generally given the difficult assignments and may attain high levels of knowledge and proficiency in particularly difficult areas of probation work and act as a specialist or consultant in these fields. These positions are in Intake, Supervision, Investigations, Pretrial and Placement Programs.

Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgement, with minimal guidance and supervision. Positions in the classification rely on experience and judgement to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver services. Work is typically reviewed upon completion for soundness, appropriateness and conformity to policy and requirements.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

Probation Assistant

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- May serve as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contact and activities in the case management system.
- Investigates and makes recommendations to Superior and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody “battles” of minors.
- Advise clients of available community resources.
- Cooperates with State and local representatives from welfare, mental health, social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Completes assessments and case plans on clients and provides referrals and evidence-based programming based upon results.
- May work with placement agency and conduct follow-up on final results.
- May serve as on-call officer for juvenile or adult problems during non-business hours.
- May transport individuals in custody when necessary, including juveniles to/from court.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- May be assigned to coordinate and supervise specialized programs such as Drug Court, Pretrial Services, and evidence-based programming.
- May provide training and direction for support staff.
- Conducts drug testing of clients.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in the field environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior, and evidence-based services
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to:

- Apply the principles of adult and juvenile probation work and of related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.

- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment, using computer technology and applications in the performance of daily activities.
- Make oral presentations and training before groups.

Education and Experience:

Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of professional probation work experience comparable to that of a Deputy Probation Officer II.

A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one year of experience for each year of education requirement.

Preferred Qualifications

Equivalent to a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

Licenses and Certifications:

Completion of the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C.
- Successful completion of the Basic Probation Officer Core Course as certified by the Board of State and Community Corrections (BSCC).
- Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate within 90 days.
- Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California
- Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered

Deputy Probation Officer III - 5

in the event of an emergency.

SUPERVISING PROBATION OFFICER

DEFINITION

Under direction, as a sworn peace officer, to perform professional case work services for adults and juvenile offenders involving the referral, supervision, and rehabilitation of adults and juveniles and/or their families; to provide lead direction and work coordination for other professional probation and support staff; to perform special staff assignments; and to do related work as required. Supervising Probation Officer of the Juvenile Division will also be responsible for the oversight of the Probation Assistants.

DISTINGUISHING CHARACTERISTICS

This is the journey and lead supervision level class for the Deputy Probation Officer series. Incumbents are assigned lead and work coordination responsibilities for other Deputy Probation Officers and support staff. They may also perform special staff assignments and provide some coverage for the Chief Probation Officer in the Chief's absence. In addition, they are expected to perform the full range of professional probation assignments.

REPORTS TO

Chief Probation Officer

CLASSIFICATIONS SUPERVISED

Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III; Probation Assistants by the Juvenile Division Supervisor.

EXAMPLES OF DUTIES

- Provides lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Review, correct & approve all court documents from Supervising Division performs administrative support as delegated by the Chief Probation Officer.
- May serve as Chief Probation Officer in the Chief's absence.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adult or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the

court.

- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- Prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with State and local welfare, mental health, representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conducts follow up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult division P.O. may be asked to fulfill this duty as backup for juvenile division (Juvenile Division Supervising Probation Officer mandatory, Adult Supervising Probation Officer upon request).
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment and in the field; continuous contact with staff and the public.

QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.

- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Principles of work coordination and lead direction.
- Proficient writing techniques.

Ability to

- Provide lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Perform special administrative assignments as delegated by the Chief Probation Officer.
- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment, computer technology and applications in the performance of daily activities.
- Make oral presentations and training before groups.
- Prepare, review, and analyze data.

Education and Experience:

Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and one (1) year of professional probation work experience comparable to that of a Deputy Probation Officer III with Plumas County;
OR

Two (2) years of professional probation work experience comparable to that of a Deputy Probation Officer III with Plumas County.

A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one year of experience for each year of education requirement.

Preferred Training and Experience:

One (1) year in a supervisory position is desirable.

Graduation from college with a bachelor's degree in criminology, sociology, psychology, social work or closely related field *preferred*.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Officer Core Course as certified by the Board of State and Community Corrections (BCSS).

Evidence of continued compliance with annual training requirements.

Within 1 (one) year from promotion or date of hire, incumbents must successfully complete or have already obtained State Corrections Authority STC Probation Supervisor Core Course, or applicable substitution as certified by the Board of State and Community Corrections (BSCC).

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Laura Atkins, Director of Social Services

MEETING DATE: May 13, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) Realignment funds

Attachments:

1. 25-5579

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 4/30/25

Vendor: Chuck Patterson Toyota
Dodge
200 East Ave
Chico CA 95926
Tel: 530-895-1771

County: County of Plumas Department of Social Services
270 County Hospital Rd, Ste
207
Orland CA 95931
Tel: 530-283-6350

Description: Purchase of 2025 Toyota Tacoma 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
\$ Forty Three Thousand Six Hundred Seventy Seven and 55/100**** Dollars (\$ 43,677.55)

Term: Agreement shall commence on 5/13/25 and shall terminate on 6/30/25 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: Mike Patterson

Title: General Manager

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

Approved as to Form


Joshua Brechtel
County Counsel Office

By: _____

Name:

Clerk of the Board

Date Signed:

**TOYOTA****Chuck Patterson Toyota Dodge**

200 East Avenue
Chico CA 95926
530-895-1771

2025 TACOMA

Tacoma SR

Model: 2025 Tacoma SR 2.4L 4-Cyl. Turbo Engine 4-Wheel Drive 5-ft. bed Double Cab 7594A

VIN: 3TYLD5KN2ST011948

Stock: N/A

Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine

Transmission: 8-Speed Automatic Transmission



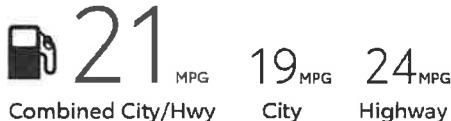
EXTERIOR
Ice Cap

INTERIOR
Black Fabric

PRICE

Base MSRP *	\$36,990.00
Factory Installed Packages & Accessories	\$1,495.00
Port Installed Packages & Accessories	\$1,059.00
Delivery Processing and Handling	\$1,495.00
Total Suggested Retail Price	\$41,064.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Upgrade Package	FIO	\$1,495.00
SR Upgrade Package (Double Cab A/T) – includes Blind Spot Monitor (BSM), Front and Rear Parking Assist with Automatic Braking (PA w/AB), Digital Key capability, and full-size spare tire.		
Spray On Bedliner	PIO	\$575.00
Get the spray-on bedliner that's as tough and durable as your Tacoma. Protect your bed from damage with this permanently bonded fixture.		
• New, Toyota-exclusive softer material to keep items from sliding in the bed		
• Toyota quality standards assure uniform thickness and a consistent texture		
• Textured surface is designed to prevent cargo from sliding		
• No lost cargo space, minimal added weight		
• Proprietary application method helps create a straight and crisp edge		
• Fully warranted; repairs completed quickly and easily at a Toyota dealership.		
Alloy Wheel Locks	PIO	\$80.00
Precisely machined, weight- balanced alloy wheel locks help secure your wheels and tires against theft.		
• Nickel chrome plating helps ensure superior corrosion protection and lasting shine		
• Special key tool and collar guide enable simple, five-minute installation		
• Resistant to lock-removal tools and secured by a single unique key.		

Interior

- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way power-adjustable lumbar support on driver's seat only
- 60/40 split, folding rear seat with under- and behind-seat storage
- Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls
- Smart Key System on driver door with Push Button Start
- Dual USB-C ports with power delivery

Audio Multimedia

- 8-in. Toyota Audio Multimedia display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details. S

ToyotaCare

- 24-hour Roadside Assistance \$0 (No Cost)
- No cost maintenance \$0 (No Cost)

Safety & Convenience

- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Backup Guide Monitor
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)
- Lightweight "TACOMA" stamped tailgate
- Toyota Safety Sense™ 3.0 — Pre-Collision System with Pedestrian Detection, Proactive Driving Assist, Lane Departure Alert with Steering Assist, Automatic High Beams, Road Sign Assist, and Full-Speed Range Dynamic Radar Cruise Control

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,135 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV (Corolla Cross, Corolla Cross HV), \$1,395 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ4X), \$1,450 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,495 for Small Pickup (Tacoma), \$1,945 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Deal
Business Office
\$

Buyer
Home: _____
Cell: _____
Stock # _____

Trades
Deal Information
Deal Status:

PDI	Retail	Lease		
Disclosure	List 41064.00	Rebate _____	AMO\$/Opt _____	Sale Date 04/24/25
Recap	Price 40064.00	APR _____	Insurance _____	Deliver 04/24/25
Summary	Down _____	Term _____ Days _____	Accessories _____	First Payment 04/24/25
Commissions	Trade _____	Tax _____ 2910.80	Serv Cont _____	Lender Cash Sale—Retail
Forms	Payoff _____	Tax Group PLUMAS COUNTY	Fee\$/Lender 702.75	Discount 1000.00
	Function _____	Payment/Options _____	43677.55 M	

Other / Salespeople			
Odometer _____	Permit#/Exp _____	Salesperson1 _____	F&I Manager _____
Trade Desc _____		Salesperson2 _____	Sales Manager _____
PDI _____			
CG40064FI0WP40064			43677X55A000

Save

Exit

Cancel



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: May 13, 2025
SUBJECT: Adopt **RESOLUTION** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

It has come to the attention of the Board of Supervisors that certain individuals have claimed to have some connections or hold themselves forward as duly appointed/elected employees of the Crescent Mills Fire District. The Crescent Mills Fire District's last sitting Board was in 2021 and since that time, there has been no duly appointed Board for the Crescent Mills Fire Department.

Action:

Adopt **RESOLUTION** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (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. CMFPD-IVCSD Resolution FINAL

RESOLUTION NO. 2025-_____

RESOLUTION RECOGNIZING THE STATUS OF THE CRESCENT MILLS FIRE DISTRICT BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

WHEREAS, The Board of Supervisors has become aware that certain individuals have claimed to have some connection or hold themselves forward as duly appointed/elected employees of the Crescent Mills Fire District; and,

WHEREAS, the Crescent Mills Fire District's last sitting Board was in 2021 and since that time, there has been no duly appointed Board for the Crescent Mills Fire Department and so the Crescent Mills Fire Department has no authority to perform any actions.; and,

WHEREAS, pursuant to Government Code § 1780, should the membership of a District Board fall below a quorum, the Board of Supervisors of the county representing the larger portion of the district area may appoint a person to a vacancy or may order a district to call an election and this has not occurred; and,

WHEREAS, The Local Agency Formation Commission (LAFCO) had a public hearing to consider initiation of consolidation of IVCSD and CMFPD which passed via Resolution 2024-0004 on September 30, 2024, and LAFCO is empowered to initiate consolidation according to Government Code Section 56375(a)(2)(A); and,

WHEREAS, the Indian Valley Community Services District is currently responding to emergency calls from the Crescent Mills Fire District and so public safety will not be impacted.

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

1. Board of Supervisors acknowledges the status of the Crescent Mills Fire District as defunct in that with no sitting Board, there can be no authorization for any expenditures, no authorization for any actions, and no drawing on any funds for expenses
2. Board of Supervisors emphasizes that there is no authority for anyone to utilize any property belonging to the Crescent Mills Fire District until the consolidation is complete, and any usage of vehicles, buildings, or property belonging to the Crescent Mills Fire Department is not authorized.
3. The Board of Supervisors agrees and approves of LAFCO's decision to consolidate CMFD into the IVCSD.

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 13th day of May 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Kevin Goss Chair, Board of Supervisors

Allen L. Hiskey, Clerk of the Board

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office
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**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: May 13, 2025
SUBJECT: Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action.

Recommendation:

Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action.

Background and Discussion:

On January 2, 2024, the Plumas County Board of Supervisors appointed Joshua Brechtel as the Interim County Counsel.

Action:

Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement.

Fiscal Impact:

No General Fund Impact.

Attachments:

None