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
NOVEMBER 18, 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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

1. ACTION AGENDA

A. Receive a presentation from Javid Igbal, Project Manager Caltrans District 2 on the Bridge Scour Mitigation Project (10 minutes).

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. BOARD OF SUPERVISORS

1) Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 16, 2025; discussion and possible action.

2) Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 13, 2026; discussion and possible action.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Ellis Investigations Law Corporation for workplace investigations; effective October 15, 2025; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.

4) Approve and authorize the Chair to sign an Encroachment Permit Request for the 2025 Annual Sparkle and Light Parade to be held on December 5, 2025, from 5:00pm to 8:00pm.

5) Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce to use the lawn of the County Courthouse for their annual Sparkle event taking place Friday, December 5, 2025. This is a public event to bring the community together by featuring various businesses and organizations to celebrate the holiday season. The Chamber of Commerce receives no financial benefit from hosting the event.

B. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 1, 2025; not to exceed $32,000.00; (No General Fund Impact) Re-Entry Grant funded through District Attorney's Office; approved as to form by County Counsel.

C. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson Attorney; effective January 1, 2026–December 31, 2026; not to exceed $100,100.00; (No General Fund Impact) State Funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2026-December 31, 2027; not to exceed $36,000.00 ; (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 Social Change Partners LLC for the purpose of development and drafting of Comprehensive Prevention Plan (CPP) as required by the CDSS. Effective November 18, 2025, to October 31, 2026; not to exceed $160,000.00; (No General Fund Impact) The cost for performing this work is subject to the State's allocation of funds for CWSSIA and, consequently, is split between Federal and State Funding Sources; approved as to form by County Counsel.

4) Approve and authorize supplemental budget transfer(s) of $35,000.00 from Fund balance to 0004/2234152 Account #526900 — contracts, funding will come from CAP reserve funds provide help for the local food banks; approved by Auditor/Controller.

5) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Department of Social Services and Partnership Health Plan to ensure that members receive services; effective December 1, 2025; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

D. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign the CHVP agreement between Plumas County Public Health Agency and California Department of Public Health, Maternal, Child and Adolescent Health division for Enhanced Title XIX Federal Financial Participation rate reimbursement for skilled professional medical personnel and their direct clerical support staff; effective July 1, 2025; not to exceed $410,687; (No General Fund Impact) (CHVP); approved as to form by County Counsel.

2) Adopt **RESOLUTION** to approve and accept grant agreement number 25-10614 from the California Department of Public Health, California Sexually Transmitted Diseases Branch, for $462,969.00; (No General Fund Impact) (DIS); approved as to form by County Counsel.

E. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Q&D Construction LLC to construct a 1.5" asphalt overlay on Beckwourth-Calpine Rd (A23) (CR 109); effective October 27, 2025; not to exceed $1,207,530; (No General Fund Impact), road funds; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Empire Energy, Inc, a California corporation to install a generator at the Public Works Shop located in Quincy; effective November 3, 2025; not to exceed $19,952.91; (No General Fund Impact), approved as to form by County Counsel.

F. FACILITY SERVICES AND AIRPORTS

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and ESI for door and HVAC controls; effective November 18, 2025; not to exceed $43,800; (General Fund Impact) as approved in FY 25/26 adopted CIP budget (2012054/ 540110); approved as to form by County Counsel.

G. BEHAVIORAL HEALTH

1) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one FTE Mental Health Services Act Coordinator due to resignation (No General Fund Impact), as approved in the Fiscal Year 2025/26 adopted budget. MHSA state funding.

H. OFFICE OF EMERGENCY SERVICES

1) Approve and authorize Chair to sign amendment no. 1, to agreement between Plumas County Office of Emergency Services and California State University, Chico; (General Fund Impact) as approved in FY25/26 adopted budget, approved as to form by County Counsel.

I. ENVIRONMENTAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Best Best & Krieger, LLP for assistance with Dixie Fire Zone X ordinance and DTCS compliance; effective June 1, 2025; not to exceed $5,000.00; (General Fund Impact) as approved in FY 25/26 adopted budget (2003052/521900); approved as to form by County Counsel.

J. BEHAVIORAL HEALTH COMMISSION

1) Review the California Behavioral Health CBHPC 2025 Data Notebook for Boards and Commissions.

K. AUDITOR CONTROLLER

1) Approve and authorize supplemental budget transfer(s) of ($102.25) from (General Fund Balance) to (Contributions to LAFCO 2003153/533120) to cover the over-budget costs (Adopted Budget $102.25 Short for County Contribution To LAFCO); approved by Auditor/Controller.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Chad Hermann

1) Adopt **RESOLUTION a**uthorizing the Sheriff's Office to apply for and accept FY 2026-2027 Boating Safety and Enforcement Aid from the California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Approve and authorize a budget transfer in the amount of $2,202.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator); discussion and possible action. **Four/fifths roll call vote.**

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Axon Enterprises Inc., to provide tasers, supplies and training, effective November 1, 2025, to November 30, 2029; not to exceed a total of $140,000; annual payments of $25,709 (No General Fund Impact) as approved in FY25/26 adopted budget 70356/520940 (Sheriff Supplemental Law Enforcement Services Fund/Safety Equipment); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

4) Approve and authorize supplemental budget transfer of $14,732.00 within Department AB443 (70331), from Federal-Other (44520) to Computer Hardware-Supplies (529851) ($6,654.00),and Travel-Out of County (527500) ($8,078.00) to cover the costs approved within Resolution No. 25-9055 for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG); approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

5) Approve and authorize Chair to ratify and sign the first amendment to agreement between Plumas County Sheriff's Office and Digitalpath, Inc. for Radio Hill site space; effective 11/03/2025; (No General Fund Impact) revenue agreement; approved as to form by County Counsel; discussion and possible action.

6) Approve and authorize the Chair to sign a Letter of Support to the Honorable Gavin Newsom supporting the request for State Investment in a Regional County/State Partnership for Male Community Reentry Programs; discussion and possible action.

B. COUNTY COUNSEL - Josh Brechtel

1) The possibility of County Counsel offering Legal Services to Independent Special Districts within the jurisdiction of Plumas County; discussion and possible direction to staff.

2) The possibility of forming an informal group with local counties (Sierra, Lassen, Tehama, Siskiyou, etc.) in order to develop a pool of Skelly Hearing Officers and Investigators that counties would be able to use interchangeably; discussion and possible direction to staff.

3) Adopt **RESOLUTION** Reducing the Required Number of Jurors from Nineteen (19) Members to Eleven (11) Members on the Plumas County Grand Jury pursuant to Section 888.2 of the California Penal Code; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4) Approve and authorize supplemental budget transfer(s) of $30,000.00 from Fund Balance (0001) to Public Defender/Conflict Counsel (20320/525700) to cover the over-budget costs of Jury Trial representation; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

C. FACILITY SERVICES & AIRPORTS - Nick Collin

1) Approve and authorize supplemental budget transfer of $150,000 from Airports Fund Balance to Airports Capital Improvements Account Number 541610 - Quincy - Equipment Building - Design to cover the over-budget costs Federal Aviation Administration approved project; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

D. PUBLIC WORKS/ROAD - Rob Thorman

1) Discussion and possible direction to staff regarding the use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the Greenville paving overlay in place of State Transportation Improvement Program (STIP) funding; (No General Fund Impact).

2) Public Hearing for the consideration of the Initial Study for the Quincy Junction Road Project (CA FLAP PLU 406(1)) and,

   Approve and adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; (No General Fund Impact), approved as to form by County Counsel; discussion and possible action.

E. PLANNING - Tracey Ferguson

1) Discussion, including departmental, public, and Board of Supervisor comment, concerning the need, or lack thereof, to extend the "Effective Period" of December 31, 2025, of Chapter 9 Beckwourth Complex and Dixie Fires Recovery to Title 4 Public Safety of the Plumas County Code of Ordinances; possible direction to staff.

2) Adopt **RESOLUTION** of Intention of the Board of Supervisors of the County of Plumas Directing the Planning Department to Undertake a Code Amendment Process and Bring Recommendations of the Planning Commission to the Board of Supervisors for Consideration in Amending Article 41, Telecommunications, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances**;** General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

F. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

3) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Mid-Management Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

4) Adopt **RESOLUTION** Sheriff Patrol Commander Classification Base Wage to $42.09/hour; (General Fund Impact) as approved in FY25/26 adopted budget (70330 / 51000), Sheriff / Regular Wages; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5) Adopt **RESOLUTION** amending the Resolution revising the Plumas County Sheriff's Patrol Commander and the Sheriff Investigation Sergeant/Code Compliance Supervisors Job Classifications; retroactive to September 1, 2025; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**

4. BOARD OF SUPERVISORS

A. Recommendation to Direct Staff to Initiate Steps to Place a County Sales Tax Measure on the June 2026 Ballot; discussion and possible action/direction to staff.

B. Approve the formation of an Ad Hoc Committee with Central Plumas Recreation and Park District (CPRPD) to make recommendations on partnership and revenue opportunities regarding Plumas County Fairgrounds; discussion and possible action.

C. There will be no Board of Supervisors Meeting on December 2, 2025, due to administrative staff attending the Annual California Association of Counties Conference that week; informational item only.

D. APPOINTMENTS

1) Confirmation on the 2026 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties' Environmental Joint Powers Authority (ESJPA), discussion and direction to the Clerk of the Board.

E. CORRESPONDENCE AND WEEKLY REPORTS 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. Personnel: Public Employee Appointment (§54957): County Administrative Officer

B. Conference with Legal Counsel: Claim Against the County, filed by Nancy Selvage; received on November 3, 2025.

C. Personnel: Public Employee Performance Evaluation — County Counsel

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, December 9, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Receive a presentation from Javid Igbal, Project Manager Caltrans District 2 on the Bridge Scour Mitigation Project (10 minutes).**

Recommendation:

Receive a presentation from Javid Igbal, Project Manager Caltrans District 2 on the Bridge Scour Mitigation Project (10 minutes).

Background and Discussion:

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Action:

Receive a presentation from Javid Igbal, Project Manager Caltrans District 2 on the Bridge Scour Mitigation Project (10 minutes).

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. 02-2J640- Plumas Supervisor's meeting - Nov-2025

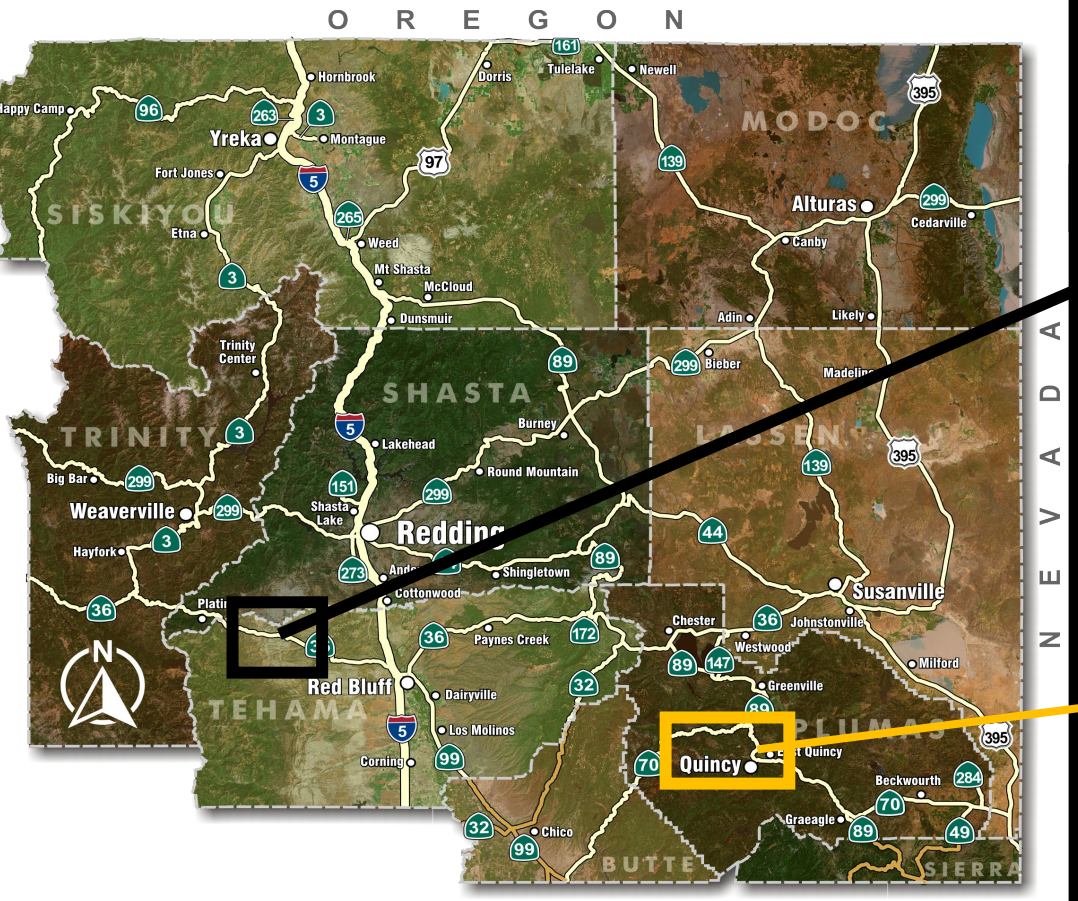
Plumas County Supervisor's Meeting, Nov-2025

EA- 02-2J640
EFIS- 0221000120

TEHAMA & PLUMAS SCOUR MITIGATION

- South Fork Cottonwood Creek Bridge, Br No 08-0021 (Teh-36 PM R25.54)
- Spanish Creek Bridge, Br No 09-0018 (Plu-70 PM 42.45)

LOCATION


O R E G O N
Hornbrook
Dorris
Tulelake
Newell
Happy Camp
Yreka
Montague
Fort Jones
SISKIYOU
MODOC
Alturas
Cedarville
Canby
Etna
Weed
Mt Shasta
McCloud
Dunsmuir
Adin
Likely
Trinity Center
SHASTA
Bieber
TRINITY
Burney
Lakehead
LASSEN
Big Bar
Round Mountain
Weaverville
Shasta Lake
Redding
Hayfork
Shingletown
Cottonwood
Susanville
Chester
Johnstonville
Paynes Creek
Westwood
Milford
Red Bluff
Greenville
TEHAMA
Dairyville
PLUMAS
Los Molinos
Corning
Quincy
Beckwourth
Graeagle
Chico
BUTTE
SIERRA
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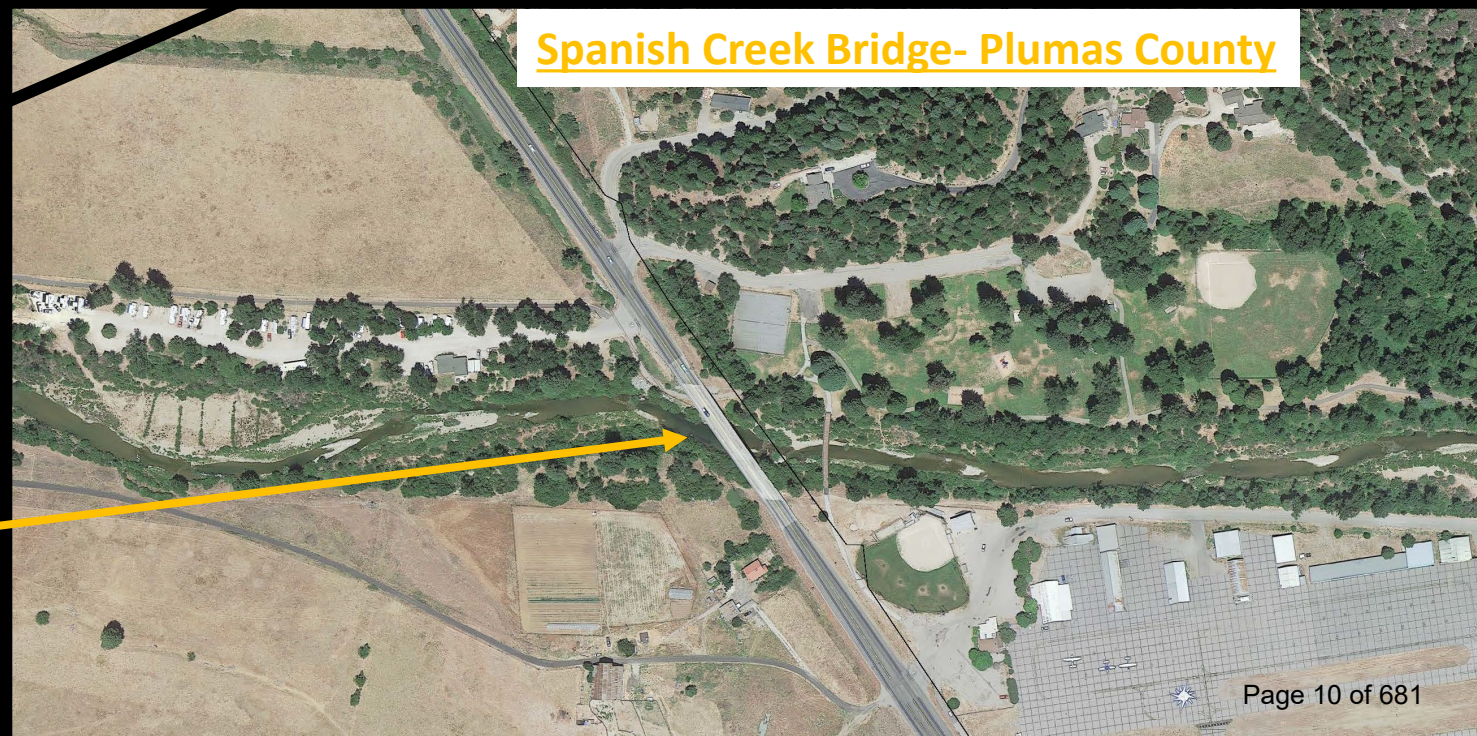
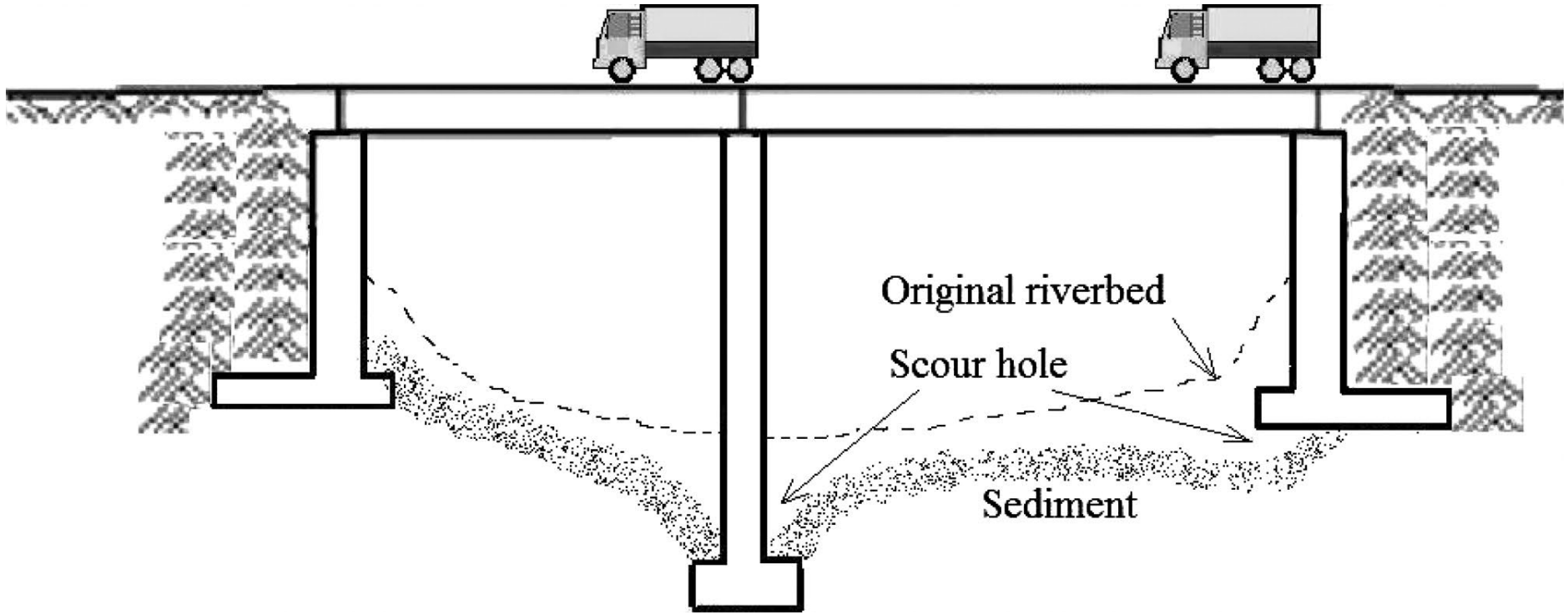
Cottonwood Creek Bridge- Tehama County
N


Spanish Creek Bridge- Plumas County

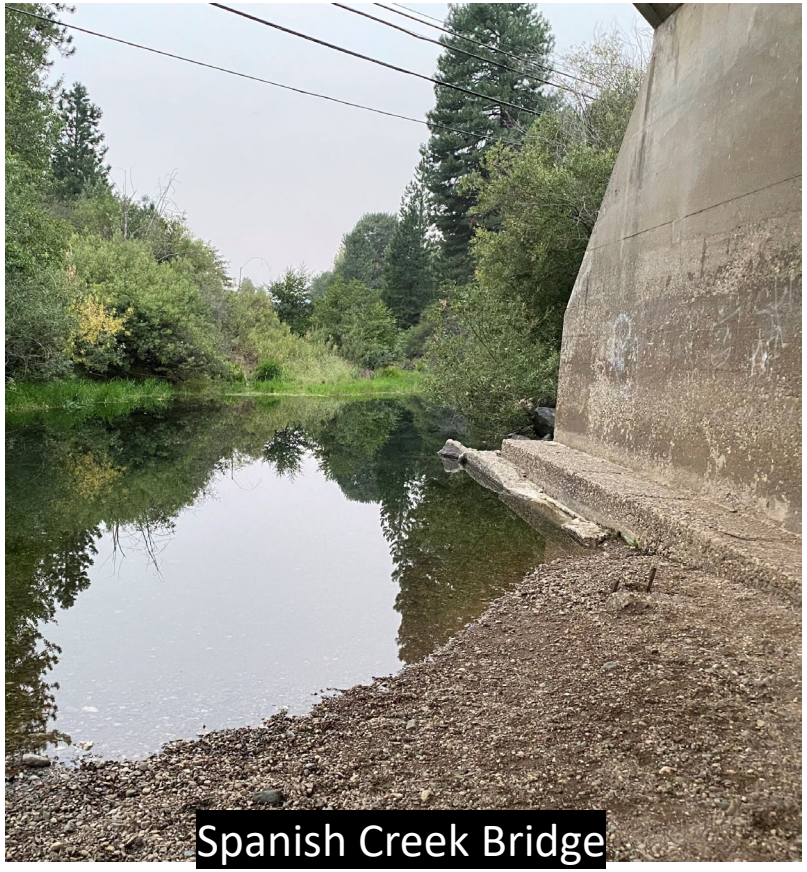
NEED

- At the Cottonwood Creek Bridge (08-0021) and Spanish Creek Bridge (09-0018), channel degradation and scour has occurred near the pier foundations. If not addressed this will eventually adversely affect the structural integrity of the bridge. The degradation and scour have resulted in a poor bridge scour condition.

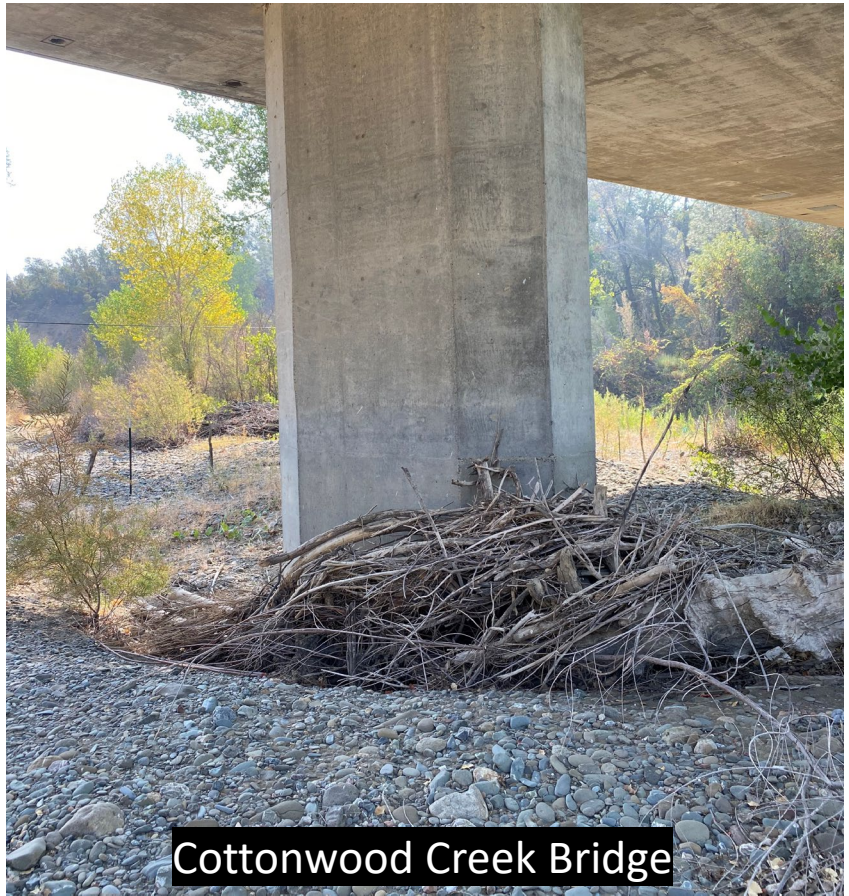


PURPOSE

- The purpose of this project is to protect bridge foundations and preserve the structural integrity of the bridge, extend the useful life, reduce future maintenance and capital needs, and provide a safe and reliable structure for all modes of travel and goods movement. The project will restore the bridge scour status to a good condition.



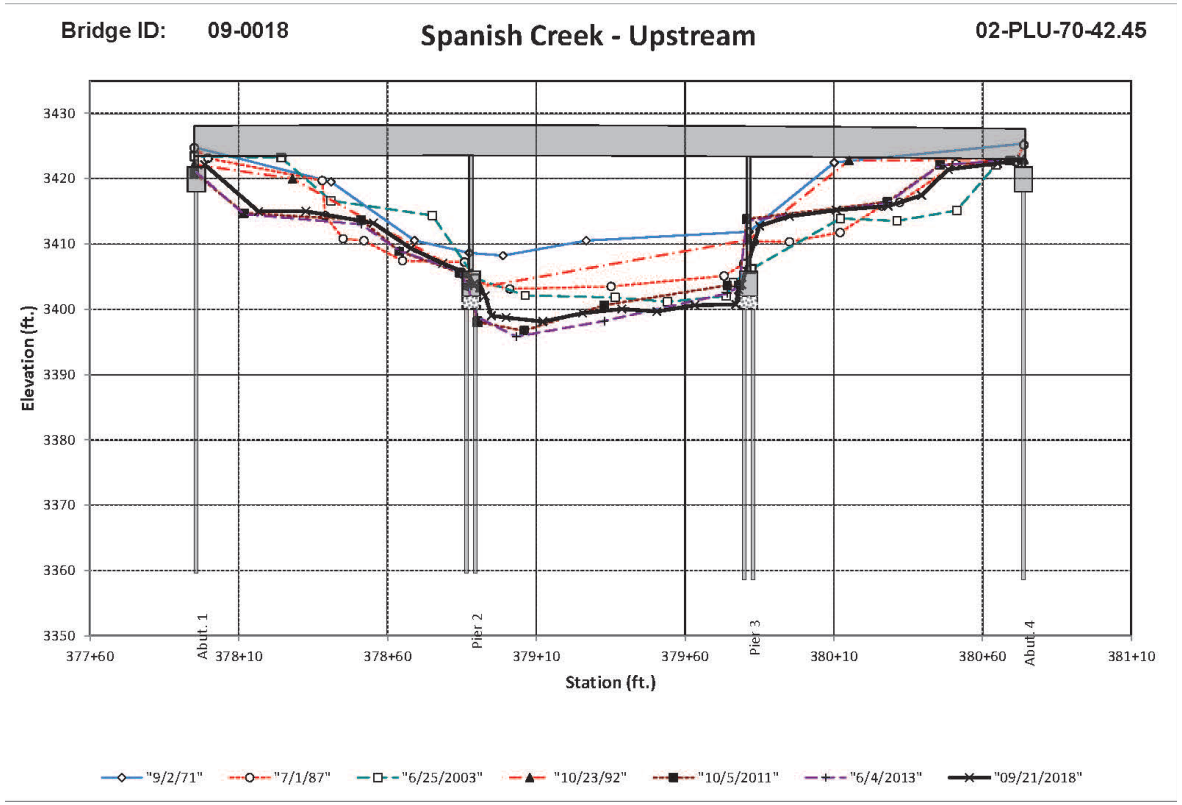
Spanish Creek Bridge



Cottonwood Creek Bridge

SPANISH CREEK BRIDGE
(02-PLU-070-42.45, 09-0018)

- Channel degradation is as much as 10 ft and it has affected the bearing capacity of the pile foundations of the Spanish Creek bridge .



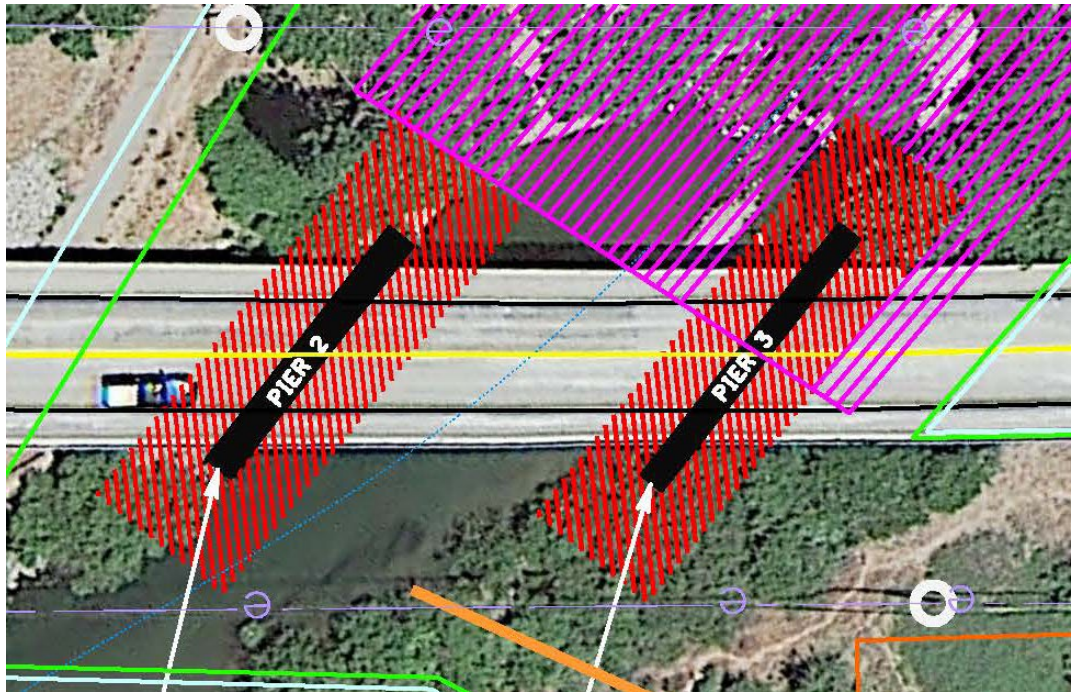
Degradation taking place over years

Spanish Creek Bridge

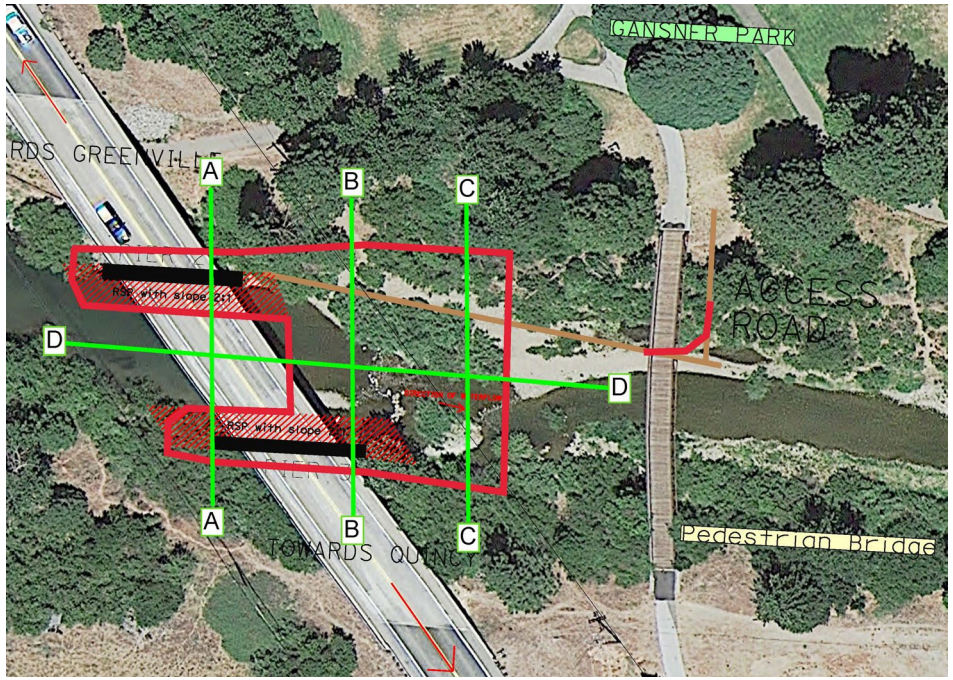
SCOPE-SPANISH CREEK BRIDGE (02-PLU-070-42.45, 09-0018)

Provide Streambed RSP around Pier 2 and 3.

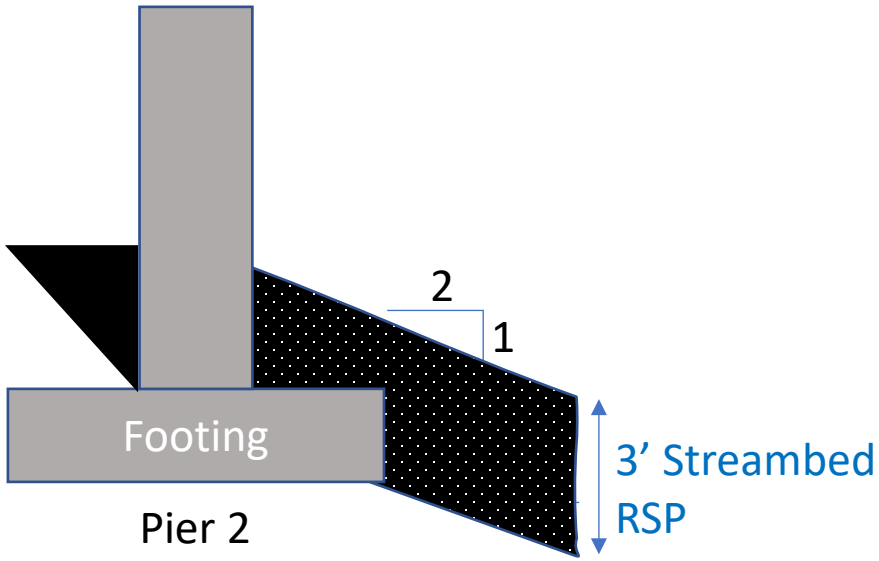
- Depth of rock mattress should be 3 ft with a 2:1 slope.
- Streambed RSP consists of a well-graded mix of large rock sized for stability (approximately 1-2 ton), smaller boulders, cobbles, gravels, and fines.

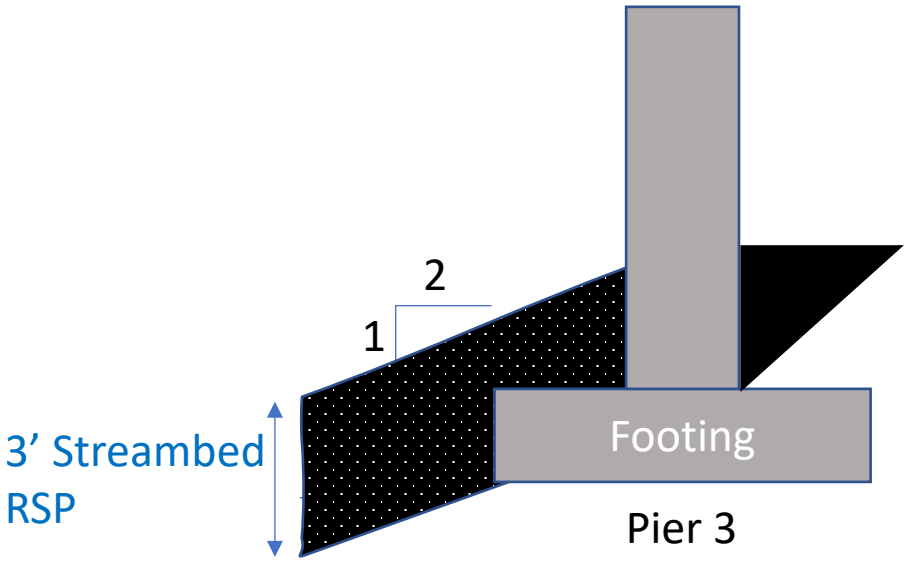


Cross Section of RSP around Pier 2 &3



- **Cross Section A-A-**



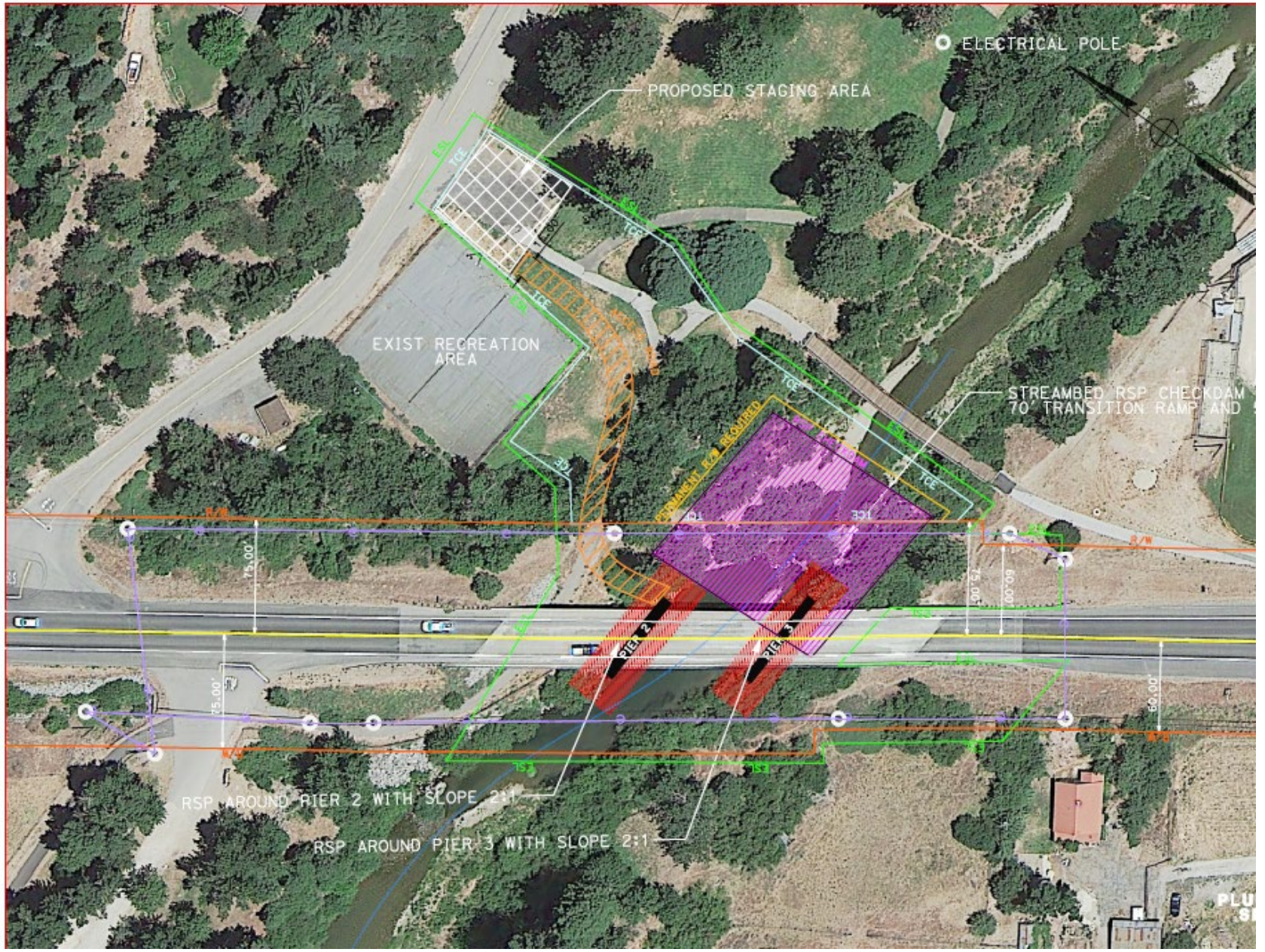


Rechanneling the stream

- Due to gravel settlement towards the side of Pier 2, the channel has been diverted towards Pier 3 causing excessive degradation towards the side of Pier 3. Recommend constructing the check dam with V-shaped cross section to help keep flow in the center of the channel.

Proposed Site Access

- **Preferred Access-** From the North-Eastern side of Bridge, coming through Gansner Park. This access would be affecting the bike/ped path and will need a partial closure of the park during construction.
- **Second Alternative Considered but not feasible:** The access from the South-west side of bridge would need massive earth work, major utility relocation, and vegetation removal.



COST ESTIMATE AND SCHEDULE

Project Advertise: May 2028
Project Construction: September 2028

Spanish Creek Bridge = $1,500,000

Cottonwood Creek Bridge = $500,000

The given cost estimate is for the Escalated construction cost for Construction Year 2027

THANK YOU

QUESTIONS/ COMMENTS

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 16, 2025; discussion and possible action.**

Recommendation:
Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 16, 2025; discussion and possible action.

Background and Discussion:
The Board of Supervisors reviews Resolutions regarding County Wide Emergencies.

Action:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 16, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. RE8B0D~1

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction. or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

DECLARATION NO. 21-

DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS BY PLUMAS COUNTY HEALTH OFFICER FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addresses and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLOVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date

Mark Satterfield, M.D.
Health Officer
County of Plumas

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 13, 2026; discussion and possible action.**

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 13, 2026; discussion and possible action.

Background and Discussion:

The Board of Supervisors reviews Resolutions regarding County Wide Local Emergencies.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 13, 2026; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. REEA42~1
2. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

RESOLUTION NO. 21-8601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHERAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sara James, Deputy County Counsel III**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Ellis Investigations Law Corporation for workplace investigations; effective October 15, 2025; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Ellis Investigations Law Corporation for workplace investigations; effective October 15, 2025; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Ellis Investigations Law Corporation for workplace investigations; effective October 15, 2025; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Ellis Investigations Law Corporation for workplace investigations; effective October 15, 2025; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact

Attachments:

1. Ellis Investigations - Engagement letter FINAL

ELLIS INVESTIGATIONS
LAW CORPORATION

October 15, 2025

Kevin Goss
Chair of the Board
County of Plumas
520 Main Street, Quincy, CA

Re: Engagement for Legal Services

Dear Mr. Goss:

We are pleased that the County of Plumas (Client) has engaged Ellis Investigations Law Corporation (Firm) to conduct one or more workplace investigations. This letter will confirm the terms of this engagement. This engagement will become effective upon our receipt of a signed copy of this letter.

Scope of Engagement

The Client has retained the Firm to conduct one or more investigations into concerns involving staff. The Firm will conduct impartial investigations into the concerns.

The Client understands that there are no guarantees as to the outcome of an investigation. As an independent contractor, the Firm has the right to determine means, manner and findings involving the investigations. The Client agrees to allow the Firm full discretion to undertake the investigations and otherwise make findings without influencing or interfering with the outcome. The Client understands and acknowledges that the Firm will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigations, and that this engagement is not dependent on the Firm making or failing to make a particular credibility determination, finding of fact or conclusion. After conducting relevant interviews and reviewing relevant documents and information, the Firm will, if requested by the Client, prepare a written report summarizing the investigations and findings.

Legal Services

It is understood that in this engagement, the Firm and the Client have an attorney-client relationship and that the Firm is providing professional legal services based on its professional experience and expertise. The Firm has been retained to use its legal skills to

Ellis Investigations
500 Capitol Mall, Ste 2350
Sacramento, CA 95814
916.426.9180
ellisinvestigations.com

assist the Client in developing a response to the concerns. Specifically, the Firm will use its expertise in employment law to arrive at findings based on its professional evaluation of the evidence. The parties intend that the investigations, including the Firm's communications, work product and final investigation reports, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by the Client.

Limited Scope Agreement

The scope of this attorney-client representation is limited. The Firm will render legal advice to the Client on issues limited to the investigation process. The Firm will conduct the investigations as an attorney in furtherance of the Client seeking legal advice to resolve the underlying issues. The Client will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigations. The scope of the investigations do not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of the Client or anyone else involved in the litigation or claim.

Specifically, the Client expressly agrees that it will look to other legal counsel for such services, as well as for advice with respect to issues that may arise relating to the investigations. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigations; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending the investigations; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

Client also agrees it will look to its other legal counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver and work product in connection with the Firm's services.

The Client's Duties and Communication

The Client acknowledges that its cooperation and support are required for the Firm to provide services effectively. Therefore, the Client will keep the Firm fully informed as to the facts and developments relevant to the Firm's representation of the Client. The Client will provide the Firm with complete and accurate information, including written materials when requested and, in the context of an impartial workplace investigation, full access to witnesses and documents.

The Client has authorized the Firm to communicate about its services with Josh Brechtel, County Counsel, or other designee identified by the Client. During the engagement, if requested by the Client, the Firm will provide status updates on the progress of the engagement.

Fees, Expenses and Billing Practices

The Client understands that the Firm will assign an investigating attorney responsible for this matter at an hourly billing rate for this engagement between $360 and $450. From time to time, where appropriate, the Firm will use other individuals on the matter and the Firm's hourly billing rates for other individuals range from $360 to $560, with legal support specialists at $245.

Time is billed in increments of one-tenth of an hour. If called upon in the future to testify, respond to discovery about the engagement, or defend the confidentiality of an investigation in any proceeding, Client agrees to pay the Firm for work involving such testimony or discovery at the then applicable current rates for such work. In the event of a rate increase, the Firm will notify the Client in writing before any increase becomes effective.

Firm expenses and direct costs incurred in rendering services under this engagement will be reimbursed by the Client. Such costs will include, but are not limited to, mileage at then current IRS mileage reimbursement rate, reasonable travel expenses, messenger delivery services, overnight mail delivery services and other incidental costs. The costs also include attorneys' fees for the investigator's separate counsel such as in the event of the need to respond to discovery, prepare for or testify about an investigation.

The Firm will bill the Client no more than once a month. We email our invoices to you unless other arrangements are made. Our invoices are due and payable immediately upon receipt. Please review our invoices and bring any questions or concerns you have to our attention at your earliest convenience. We will add interest at the legal rate allowed by law to those invoices that are not paid within thirty days.

This agreement is for an amount not to exceed $50,000. In the event that the investigations are do not finish within this amount, the parties will execute an amendment for an additional amount, or the Firm will stop work on the investigations.

Indemnification

The Client agrees to indemnify, defend and hold the Firm, and its respective employees and Partners, harmless from any and all damages, claims, judgments, penalties, losses, costs and expenses, including attorneys' fees, that may arise from or involve the services rendered under this agreement, except for any intentional misconduct or failure by the Firm to follow applicable standards of professional care.

Arbitration

While we certainly do not anticipate a conflict between us, in the event of any material dispute regarding services provided or fees charged by the Firm that cannot be settled amicably, the Firm and the Client both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in Sacramento County in accordance with the rules and procedures

of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly confidential between the Firm and the Client and, except for our own representatives, will not be disclosed to any other person or entity.

AI Disclosure

For transparency, the Firm discloses its use of artificial intelligence (AI) during the engagement. AI is defined as a set of technologies that allow computers to perform tasks that typically require human knowledge. For example, the Firm uses Grammarly, a software that proofreads spelling, grammar, punctuation, clarity, engagement and delivery. Confidential information is protected by software safeguarding its data including by encryption, secure network configuration, data transfer restrictions, restricted employee access, and several other measures. The Firm does not share confidential information with software that does not uphold these privacy standards.

Termination of Agreement

Either party may terminate this Agreement at any time upon notice to the other. The attorney-client relationship between the Client and the Firm will end when the Firm has concluded all work associated with this engagement. Upon conclusion of the engagement or termination of this Agreement, all unpaid fees are immediately due and payable.

Entire Agreement

This Agreement represents the entire agreement between the Client and the Firm and supersedes any prior oral, written or implied agreements. The Client's signature below signifies the acceptance of the terms of this Agreement. Please sign it and return it to the Firm.

We look forward to working with you.

Sincerely,

Leslie D. Ellis
Partner

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///

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CONTRACTOR:

Ellis Investigations Law Corporation

By: _____

Name: Leslie D. Ellis

Title: Partner

Date signed: October 15, 2025

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 Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize the Chair to sign an Encroachment Permit Request for the 2025 Annual Sparkle and Light Parade to be held on December 5, 2025, from 5:00pm to 8:00pm.**

Recommendation:
Approve and authorize the Chair to sign an Encroachment Permit Request for the 2025 Annual Sparkle and Light Parade to be held on December 5, 2025, from 5:00pm to 8:00pm.

Background and Discussion:
At the request of the California Department of Transportation and Plumas County Public Works, we are requesting your permission for the Annual Sparkle and Light Parade on Friday, December 5th, 2025, from 5:00 p.m. to 8:00 p.m.

The Light Parade is scheduled to begin staging at 6:00 pm in the Plumas Motor Supply parking lot. At 6:30 the Light Parade will travel west on Lawrence Street, turn left at Crescent Street, then travel east on Main Street. The parade will then turn right on South Lindan Avenue, left on Central Avenue, left on Claremont, and left on Highway 70 to repeat the route once more.

We will not be closing any streets, but we are planning on placing “No Parking” cones along Main Street from the Courthouse to Plumas Bank as we’ve done in the past.

Action:

Approve and authorize the Chair to sign an Encroachment Permit Request for the 2025 Annual Sparkle and Light Parade to be held on December 5, 2025, from 5:00pm to 8:00pm.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Encroachment Permit - Sparkle 2025
2. Letter for BoS

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, CHAIR, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
MIMI HALL, VICE CHAIR, DISTRICT 4
JEFF ENGEL, DISTTRICT 5

November 18, 2025

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Quincy Chamber of Commerce
2025 Annual Sparkle and Light Parade, December 5, 2025
5:00 p.m. – 8:00 p.m., Quincy, CA

The Light Parade is scheduled to stage at 6:00 pm in the Plumas Motor Supply parking lot. At 6:30 the Light Parade will travel west on Lawrence Street, turn left at Crescent Street, then travel east on Main Street. The parade will then turn right on South Lindan Avenue, left on Central Avenue, left on Claremont, and left on Highway 70 to repeat the route once more.

This letter acknowledges that the Plumas County Board of Supervisors have been notified of the above captioned event. The Board of Supervisors have no objection to the issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors

QUINCY
CHAMBER OF COMMERCE

"Heart of Feather River Country"

PO Box 215
Quincy, CA 95971
(530) 394-0541
info@quincychamber.com ▪ www.quincychamber.com

November 10th, 2025

Plumas County Board of Supervisors
520 Main Street
Quincy, CA. 95971

RE: Sparkle & Light Parade
Friday, December 5th, 2025, 5:00 p.m. – 8:00 p.m.

The Honorable Board of Supervisors,

At the request of the California Department of Transportation and Plumas County Public Works, we are requesting your permission for the Annual Sparkle and Light Parade on Friday, December 5th, 2025, from 5:00 p.m. to 8:00 p.m. If approved, please provide your letter of approval to our office to submit to Caltrans with our parade application and other required documents.

The Light Parade is scheduled to begin staging at 6:00 pm in the Plumas Motor Supply parking lot. At 6:30 the Light Parade will travel west on Lawrence Street, turn left at Crescent Street, then travel east on Main Street. The parade will then turn right on South Lindan Avenue, left on Central Avenue, left on Claremont, and left on Highway 70 to repeat the route once more.

We will not be closing any streets, but we are planning on placing "No Parking" cones along Main Street from the Courthouse to Plumas Bank as we've done in the past.

Please contact me if you have any questions or need any additional information.

Sincerely,
Jacob Williams
Chamber Assistant

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce to use the lawn of the County Courthouse for their annual Sparkle event taking place Friday, December 5, 2025. This is a public event to bring the community together by featuring various businesses and organizations to celebrate the holiday season. The Chamber of Commerce receives no financial benefit from hosting the event.**

Recommendation:
Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce to use the lawn of the County Courthouse for their annual Sparkle event taking place Friday, December 5, 2025. This is a public event to bring the community together by featuring various businesses and organizations to celebrate the holiday season. The Chamber of Commerce receives no financial benefit from hosting the event.

Background and Discussion:
Sparkle is held annually in Plumas County and this request coincides with the parade.

Action:

Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce to use the lawn of the County Courthouse for their annual Sparkle event taking place Friday, December 5, 2025. This is a public event to bring the community together by featuring various businesses and organizations to celebrate the holiday season. The Chamber of Commerce receives no financial benefit from hosting the event.

Fiscal Impact:

Loss of revenue in the amount of $80.

Attachments:
1. Letter to BoS (facility fee waiver) 2025

QUINCY
CHAMBER OF COMMERCE

"Heart of Feather River Country"

PO Box 215
Quincy, CA 95971
(530) 394-0541
info@quincychamber.com
www.quincychamber.com

November 13, 2024

Plumas County Board of Supervisors
520 Main Street
Quincy, California 95971

The Honorable Board of Supervisors

We are seeking your permission for the annual Sparkle event scheduled for Friday, December 5th, 2025 from 5:00 – 8:00 p.m. in Quincy.

As in the past, we would like to have the option to set up pop-up canopies on the lawn of the Courthouse for various other businesses and organizations that do not have a presence on Main Street to be able to participate. We understand there is usually a fee for use of the Courthouse property and we are asking for the County to waive the fee as these are community events with no financial benefit to the Quincy Chamber of Commerce.

Please contact me if you have any questions or need any additional information.

Respectfully,

Jacob Williams
Chamber Assistant

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Sheriff**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 1, 2025; not to exceed $32,000.00; (No General Fund Impact) Re-Entry Grant funded through District Attorney's Office; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 1, 2025; not to exceed $32,000.00; (No General Fund Impact) Re-Entry Grant funded through District Attorney's Office; approved as to form by County Counsel.

Background and Discussion:
Contract to provide data storage software that will be utilized along with CorrecTek's EMR software for the Plumas County Correctional Facility.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 1, 2025; not to exceed $32,000.00; (No General Fund Impact) Re-Entry Grant funded through District Attorney's Office; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Re-Entry Grant funded through District Attorney's Office

Attachments:
1. Kalloe Tech 2025 2 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 **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and **Kalleo Technologies, LLC**, a Kentucky Limited Liability Company

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-Two Thousand and 00/100 Dollars. ($32,000).

3. Term. The term of this agreement shall be from July I, 2025, through June 30, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July I, 2025, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

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

County:
Plumas County Sheriff's Office County of Plumas
1400 E Main Street
Quincy, Ca, 95971
Attention: Steve Clark

Contractor:
Doug Truitt, CEO
40I Kentucky Ave Paducah
KY 42003
Attention: Dana Edwards

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:

Kalleo Technologies, LLC, a Kentucky LLC

By:_____
Name: Nathan D Truitt
Title: Managing Member
Date signed:

By:_____
Name: Dana Edwards
Title: Controller
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 Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

See Attached

EXHIBIT A

Scope of Work

CorrecTek Hosting Service Agreement - Gov

This Agreement is made and executed on 06/09/2025, by and between **KALLEO TECHNOLOGIES, LLC**, hereinafter referred to as "**Kalleo**," and Plumas County Correctional Center (CA), hereinafter referred to as "Client."

W I T N E S S E T H:

WHEREAS, Client is engaged in the business of providing healthcare services at a correctional facility, which services include the use of a software application developed by CorrecTek, Inc. for processing and storing electronic medical records; and

WHEREAS, Kalleo provides hosting and infrastructure for the CorrecTek Inc software application, and in relation thereto, offers 3rd party software licensing (for example Microsoft licensing) that provides end users with remote access to that application; and

WHEREAS, Client wishes to retain Kalleo to provide its correctional facility staff with access to the CorrecTek application through Kalleo's hosting and infrastructure.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by all parties, the parties do covenant and agree as follows:

1. DEFINITIONS

"Access Device" means any computer, Windows terminal, tablet pc, mobile phone, or other computing device that accesses Kalleo's System.

"Agreement" means this Kalleo Hosting Agreement.

"Client Information" means information that the Client inputs into Kalleo's System for use in the CorrecTek System.

"Confidential Information" means sensitive or proprietary information of a party that is held on a confidential basis. Confidential Information shall include (i) Client Information, trade secrets and other information that Client designates as confidential, and (ii) Kalleo's server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, trade secrets, manuals, proposals or memoranda, and other information that Kalleo designates as confidential. Confidential Information shall not include any information that is or becomes generally available to a party or the public through independent means.

"CorrecTek System" means the software application developed and marketed by CorrecTek, Inc. for processing and storing electronic medical records. The CorrecTek System includes the CorrecTek EMR and the CorrecTek e-MAR.

"Effective Date" means the date of this Agreement as written above.

"Help Desk Support Schedule" means (i) providing e-mail support from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, (ii) providing telephone support 24 hours per day, 365 days per year, (iii) responding to sales and billing issues from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, and (iv) monitoring the System and responding to System emergencies on a 24 hour basis.

"**Network Software**" means proprietary software applications that Kalleo licenses from third party software providers for use in its System, including software applications licensed from Microsoft and other software manufacturers.

"System" means the system of computer servers, Network Software, and networking and storage devices that Kalleo utilizes in providing its CorrecTek hosting services. The System includes network and application software provided by third party providers, and various scripts and applications developed by Kalleo.

"CorrecTek Cloud EHR User" means a Client user of the System. Each Client user is an individual person regardless of what login ID the person uses to access the System.

2. SERVICES

2.1 General Provisions. Client has agreed to retain Kalleo for the purpose of providing to Client the basic services that are defined under this Section, and to pay all of the set up and basic service charges associated with those services. Kalleo has agreed to accept that engagement, and to perform all of the obligations associated therewith, subject to the terms, conditions and limitations as defined under this Agreement

2.2 Basic Services: Kalleo shall provide Client with access to the CorrecTek System through Kalleo's System, and with the help desk support that is defined in Section 2.3 of this Agreement. Client shall be obligated to utilize Kalleo's services and System for Client's sole benefit in accordance with Kalleo's directives and applicable law.

2.3 Help Desk Support: Kalleo shall provide Client with help desk support to support Client's continuous access and use of Kalleo's System. Kalleo shall provide that support to Client's designated points of contact in accordance with its published Help Desk Support Schedule. Help Desk Support shall include basic computer trouble-shooting over the telephone and internet, and diagnosing and resolving Client's reported problems with respect to Client's access to and use of the System. In the event Kalleo is unable to resolve a Client's problem(s) though its in-house support operations, Kalleo will make recommendations for resolving the problem(s) through additional means, including services provided by third party service providers. In the event Client engages Kalleo to perform any of those services, such service shall be deemed a supplemental service, and shall be subject to the supplemental service terms as defined under Section 2.6 of this Agreement. Client acknowledges that Kalleo's help desk support services shall be subject to availability and assigned support level.

2.4 Excluded Services: Kalleo's basic services do not include (i) desktop or operating system support of the end-user's computer, (ii) support for software used outside of its intended purpose or unsupported by its manufacturer, or software labeled "beta", (iii) support of use of any services that are in violation of the terms of this Agreement, (iv) end-user training, (v) programming, and (vi) CorrecTek application support, all of which services are specifically excluded from this
Agreement. Client understands and agrees that Kalleo assumes no responsibility or liability for the CorrecTek System, or for providing support or training for that system.

2.5 System Maintenance: Kalleo shall perform regularly scheduled maintenance on its System on Wednesday nights, from 10PM until 2AM on Thursday mornings, USA Central time (GMT -5/6). Kalleo shall provide Client with reasonable advance notice of its scheduled maintenance, and shall advise Client of the expected duration of the maintenance window, and the impact of the work to be performed. Kalleo shall utilize its best efforts to perform its maintenance no more than once a month; provided, however, Kalleo shall have the right to schedule and perform maintenance whenever and as often as its deems necessary to ensure system security, reliability and integrity. It is understood and agreed that Kalleo shall not be responsible for any losses that Client may incur as a result of Kalleo's maintenance.

2.6 Supplemental Services: Upon Client's request, Kalleo may provide Client with various supplemental services as agreed by Kalleo. Supplemental services shall include special projects, certain migrations, professional services, exclusive hosting, extended care, training and scripting. All supplemental services will be provided under a separate written agreement that describes the supplemental services to be performed, and Kalleo's charges for those services. All supplemental services shall be provided by Kalleo on an "as is, as available" basis.

2.7 Force Majeure Event: In the event Kalleo or any of its third party service providers are unable to provide Client with any Service to be provided under this Agreement as a result of Client's acts or omissions, or events or circumstances that are beyond Kalleo's reasonable control, Kalleo shall have the right, at its sole option, to be relieved from providing such Service.

2.8 Change in Services and Charges: Kalleo shall have the right, at its sole option, to revise Kalleo's services and charges upon thirty (30) days written notice to Client. Kalleo shall provide such notice by sending a schedule of Kalleo's revised terms to Client's authorized point of contact. In the event Client objects to Kalleo's revised terms, Client shall have the right to terminate this Agreement upon thirty (30) days written notice. In the event Client fails to exercise that right, Client shall be deemed to have accepted Kalleo's revised terms, and shall become legally bound to same.

3. TERM

3.1 Term: The term of this Agreement shall commence on the Effective Date, and shall continue on a month to month basis. Each party shall have the right to terminate this Agreement upon thirty (30) day written notice to the other party.

3.2 Immediate Termination. Kalleo shall have the right to terminate Client's access and use of the System at any time upon the occurrence of any of the following events: (i) Client, or any of its employees or agents, has utilized Kalleo's System or services on an excessive basis; (ii) Client, or any of its employees or agents, has utilized Kalleo's System or services for an unauthorized purpose, or for purposes of resale or for the unauthorized use by third parties; (iii) Client, or any of its employees or agents, has been abusive towards a Kalleo officer or employee, or another Kalleo customer; or (iv) Client has failed to pay Kalleo for any supplemental charge within thirty (30) days of invoice. Kalleo shall also have the right to terminate this Agreement in the event Client has failed to pay Kalleo for any charge due under this Agreement within thirty (30) days of invoice.

Client shall have the right to terminate this agreement by providing Kalleo notice in writing, at least thirty (30) days prior to termination. The Client's non-use of the System does not constitute termination or notice of termination of this agreement with Kalleo.

3.3 Concurrent Access. Unless stipulated otherwise in Addendum "A" each Access Device may only have one connection to the CorrecTek System at a time. Users may not have multiple instances of CorrecTek running on the same Access Device at the same time.

3.4 Breach Notification. If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the nonbreaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

3.5 Liability Exclusions and Limitations: Client agrees that Kalleo shall not be liable to Client, directly or indirectly, for (a) any type of liabilities, damages and/or losses arising from security breaches, corruption of software and/or data, failure of telecommunications or the internet, theft of data, viruses and/or spyware; (b) for any special, incidental, punitive or consequential damages, including without limitation loss of business, lost profits and/or lost revenue; and/or (c) for any other liabilities, losses or damages which Client may suffer as a result of an act or omission of Kalleo in the provision of services and/or products to Client hereunder unless such act or omission constitutes gross negligence or willful misconduct. Client fully releases Kalleo, and its employees and agents, from any and all such liabilities, losses and/or damages. If Kalleo shall be held liable to Client notwithstanding the foregoing limitations of liability and release, Client agrees that Kalleo's total liability shall not exceed the amount paid by Client to Kalleo in the three (3) months preceding the act or omission giving rise to Kalleo's liability.

3.6 Exclusive Remedy: In the event Client discovers any defect or deficiency in any services that are provided by Kalleo hereunder, Client shall provide Kalleo with written notice of same. Upon receipt of that notice, Kalleo shall utilize its best efforts to remedy the noted defects and deficiencies. In the event Kalleo is unable to remedy the noted defects or deficiencies to Client's satisfaction, Client shall have the right to terminate this agreement upon written notice. Client's right of termination shall be Client's sole and exclusive remedy against Kalleo.

4. CHARGES FOR SERVICES

4.1 Set Up Charge: Client shall pay Kalleo a one-time set up charge for initiating the managed services. The set up charge shall be $1,500, and shall be due and payable upon execution of this Agreement.

4.2 Charge for Basic Services: Client shall pay Kalleo the monthly charge that is reflected in Addendum "A" to this

Agreement. Kalleo shall have the right to increase prices for any products in Addendum "A" however Kalleo shall provide

Client with 30 days written notice of the increase. In addition Kalleo shall have the right to increase the monthly charge to Client without notice for any additional CorrecTek Cloud EHR Users that Client adds to the System. The monthly service charge shall be based on (i) the number of each Client's registered CorrecTek Cloud EHR Users, regardless of whether all CorrecTek Cloud EHR Users actually access the System during any billing period, plus (ii) any unregistered CorrecTek Cloud EHR User that accesses the System during any billing period. Client shall be required to register all of its CorrecTek

Cloud EHR Users with Kalleo on or before the commencement of service. Client shall have the right to add or delete CorrecTek Cloud EHR Users upon notice to Kalleo; provided, however, that Client shall pay the full charge on any added or deleted CorrecTek Cloud EHR User that accesses the System during any part of a billable period without pro-ration.

Monthly service charges shall be invoiced to Client at the beginning of each Term of service. Monthly service charges will begin the first month that Client users begin accessing the System.

4.3 Taxes and Assessments: If Client is not a tax exempt government agency then Client shall pay all taxes and other governmental assessments that are assessed against Kalleo's charges. If Client is not a tax exempt government agency then Kalleo shall have the right to incorporate and collect accrued taxes and assessments in its monthly invoice to Client.

4.4 Payment: Client shall pay each Kalleo invoice on or before thirty (30) days following date of issuance. Client agrees to pay Kalleo a late charge of 1.5% per month on any invoice that is not paid within said thirty (30) day period, and any collections costs and expenses that Kalleo incurs in collecting any unpaid invoice, including reasonable attorney fees.

4.5 Supplemental Service Charges: Kalleo shall have the right to invoice Client for accrued supplemental service charges on a weekly basis.

5. CLIENT INFORMATION

5.1 Liability for Client Information: Client shall have full and exclusive responsibility for the content, propriety and use of all Client Information. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from any Client Information, including but not limited to any claim loss or damages relating to copyright infringement, or the violation of any person's rights under federal or state law. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to Client Information.

5.2 Credit Card Information: Client shall not use the System for processing or storing any type of credit card information. Any violations of this provision shall result in the immediate termination of the Client's use of Kalleo's services and System.

5.3 Medical Records: Client shall have the right to use the System for processing and storing medical information protected under the Electronic Protected Health Information (EPHI) or Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), provided they strictly comply with all of the legal regulations and requirements that apply thereto. Client shall assume full and exclusive responsibility for the content and propriety of that information, and shall ensure that the information is maintained on a confidential basis as required under law. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from the processing, storage or use of any medical information, including but not limited to any claim loss or damages relating to the violation of any other person's rights under federal or state law. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to the disclosure or misuse of such information.

6. CONFIDENTIALITY AND NON-SOLICITATION COVENANTS

6.1 Use of Confidential Information: Kalleo and Client agree to hold each other's Confidential Information on a confidential basis, and not to disclose such information to any third party, or to otherwise use such information for their benefit, or for the benefit of another party. Each party shall use the same degree of care to protect a party's Confidential Information that it uses to protect its own Confidential Information from unauthorized disclosures, but in no event shall either party use less than a commercially reasonable degree of care. Each party shall promptly notify the other party of any unauthorized use or disclosure of a party's Confidential Information, and shall use their best efforts to regain possession of the disclosed Confidential Information, and to prevent any further unauthorized use or disclosure of same.

6.2 Protection of Confidential Information: All Confidential Information of a party shall remain the property of that party. Upon request of a party, the other party shall promptly deliver to the requesting party all of the requesting party's Confidential Information, including any tangible media that contains such Confidential Information.

6.3 Non-solicitation: During the term of this Agreement, and for a period of 24 months following the termination of this Agreement, neither Client nor Kalleo shall directly or indirectly hire, solicit, or otherwise induce an employee, consultant or contractor of the other party to terminate their relationship with that party.

6.4 Enforcement: The parties expressly acknowledge that a breach of any of the covenants made hereunder will cause the other party irreparable harm and injury which cannot be reasonably or adequately compensated by damages. By reason of same, the parties expressly agree that an aggrieved party shall be entitled to injunctive and other equitable relief to enforce the covenants made under this Section.

7. NETWORK SOFTWARE

7.1 Use of Network Software: Kalleo shall provide Client with access to and use of the Network Software that is part of Kalleo's System. Client shall not have any title or intellectual property rights in or to such software. Client shall use the software solely in connection with its use of Kalleo's System as defined under this Agreement. Client shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software; or (iii) reverse engineer, decompile or disassemble any software.

7.2 Consent of Third Party Providers: Clients' access to and use of the Network Software shall be subject to and governed by the terms and conditions under Kalleo's license with its third party providers, specifically including Kalleo's license with Microsoft. Client agrees to accept and be bound by Microsoft's terms and conditions that are defined in Addendum "B" to this Agreement. In addition thereto, Client shall obtain all other consents and licenses that are required for Client's use of the Network Software, and to execute any EULA's or other documents that are required for same. Upon request, Client shall provide Kalleo with reasonable proof that Client has obtained all required consents and licenses.

8. REPRESENTATIONS AND COVENANTS

8.1 Kalleo Representations and Covenants: Kalleo represents and covenants that (i) Kalleo has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Kalleo is engaged; and (ii) Kalleo has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Kalleo whether local, state, federal or foreign.

8.2 Client's Representations and Covenants: Client represents and covenants that (i) Client has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Client is engaged; and (ii) Client has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Client whether local, state, federal or foreign.

9. INDEMNITY.

9.1 Indemnity: Client shall indemnify and save Kalleo harmless of and from any claim, liability, obligation, cost, expense, damage or loss whatsoever (including reasonable attorneys' fees) arising out of, under, or pursuant to Client's use of Kalleo's System or services, and/or the

use of the System or services by its employees and agents. This indemnity shall include but not be limited to any claim, liability, obligation, cost, expense, damage or loss whatsoever, including reasonable attorneys' fees arising out of or related to (i) a failure by Client to comply with the requirements under this Agreement, (ii) any unauthorized use or misuse of Kalleo's System and services, or any Network Software relating thereto, (iii) any infringement or misappropriation of any intellectual property right or other proprietary right, and (iv) any negligent or intentional acts or omissions of any of Client's employees and agents.

9.2 Indemnified Claim: In the event an indemnified claim is asserted against Kalleo, Kalleo shall provide Client with written notice of the claim. Upon receipt of that notice, Client shall assume responsibility for that claim, and shall thereafter undertake the defense, settlement and resolution of that claim. Kalleo shall have the right to participate in the defense through its own counsel, provided that Kalleo assumes the expenses of its counsel. In the event Client fails to timely provide a defense, or to settle and resolve the claim, Kalleo shall have the right to defend, settle and resolve the claim as it deems appropriate. In such event, Client shall be liable to Kalleo for any cost, expense, and loss Kalleo incurs as a result thereof, including its attorney fees and other professional fees.

10. DISCLAIMERS AND EXCLUSIONS.

10.1 WARRANTY DISCLAIMERS: CLIENTS' USE OF KALLEO'S SYSTEM AND SERVICES SHALL BE AT
CLIENT'S SOLE RISK. CLIENT UNDERSTANDS AND AGREES THAT KALLEO'S SYSTEM AND SERVICES ARE
PROVIDED TO CLIENTS "AS IS, WITH ALL DEFECTS AND DEFICIENCIES". CLIENT FURTHER UNDERSTANDS
AND AGREES THAT KALLEO AND ITS THIRD PARTY PROVIDERS (COLLECTIVELY THE "PROVIDERS")
EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO KALLEO'S SYSTEM AND SERVICES,
EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) WARRANTIES OF FITNESS FOR A PARTICULAR
PURPOSE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL
PROPERTY RIGHTS, (B) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF
THE SYSTEM AND SERVICES, AND (C) WARRANTIES THAT KALLEO'S SYSTEM AND SERVICES ARE SECURE, OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2 LEGAL COMPLIANCE DISCLAIMERS: KALLEO AND ITS PROVIDERS ALSO DISCLAIM ANY
REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT CLIENT'S USE OF KALLEO'S SYSTEM AND SERVICES WILL SATISFY OR ENSURE CLIENT'S COMPLIANCE WITH ITS LEGAL OBLIGATIONS UNDER LAW.
THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 ("HIPAA"), AND ALL OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S USE OF THE KALLEO'S SYSTEM AND SERVICES IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS.

11. MISCELLANEOUS PROVISIONS

11.1 Notices: Unless specifically noted otherwise, all notices required to be given to a party hereunder shall be sent by documented means to that party at the following address:

CLIENT:	KALLEO:
Plumas County Correctional Center (CA)	Kalleo Technologies, LLC
Attention: Steve Clark	Attention: Dana Edwards
56 Abernathy Ln	401 Kentucky Ave
Quincy, CA 95971	Paducah, KY 42003
Phone: 530-283-6375	Phone: (207) 908-4136 ext 113
Fax No.:	Fax No.: (207) 448-5499
E-Mail: steveclark@countyofplumas.com	E-Mail: dedwards@kalleo.net

11.2 Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, agreements, and understandings of every kind between the parties are merged herein.

11.3 Assignment: Client may not assign this Agreement, of any of Client's rights and obligations under this Agreement, without Kalleo's prior written consent.

11.4 Severability: If any provision is held invalid, the remaining provisions of the Agreement shall remain in full effect.

11.5 Disputes: This Agreement shall be governed in accordance with the laws of the State of California. Except for matters relating to injunctive relief, should any dispute arise between the parties, the parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Plumas County, CA, and shall be mediated by an experienced local mediator selected by the parties. In the event the parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in the state or federal court located in Plumas County, CA. By execution of the Agreement, each of the parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.

11.6 Independent Contractor: The parties specifically agree that the relationship of Kalleo to Client is that of an Independent Contractor, and Kalleo shall not be entitled to any of the employee benefits provided by Client to its employees.

Execution: This Agreement may be executed (by original or faxed signature, or by electronic submission by Client typing his/her name) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Kalleo Technologies LLC		Plumas County Correctional Center (CA)	
Signature:		Signature:	
Name:	Doug Truitt	Name:	Steve Clark
Title:	CEO	Title:	Jail Commander
Date:	06/09/2025	Date:	

EXHIBIT B

Fee Schedule

See Attached.

EXHIBIT B

Fee Schedule

CorrecTek Spark Cloud (Monthly Recurring)		Recurring	Qty	Ext. Recurring
LICENSING FOR MEDICAL USERS				
KPN-HS-CCHUSER-001	**CorrecTek Cloud EHR User** CorrecTek Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support.	$70.00	15	$1,050.00
NON-MEDICAL USER LICENSE This license is intended for non-medical users, such as administrators, who periodically conduct administrative duties within the Electronic Health Record (EHR). The per device license is intended for a shared account exclusively for Correctional Officers (COs) who complete medication passes (medpass). These users are not permitted to add medical data to the Electronic Health Record (EHR).				
KPN-HS-CCHUSER-002	**CorrecTek Cloud EHR Occasional Non-Medical User** EMR Hosting - Includes hosted application, Microsoft licensing, backup & disaster recovery of data, technical support. • Occasional non-medical staff user (<4 hours per week) • License designed for correctional officers that do periodic med pass in lieu of medical staff • Users will be annotated in our system as non-medical staff	$45.00	1	$45.00
KPN-HS-CCHWS-001	**CorrecTek Cloud EHR Device Non-Medical User (Per Device)** EMR Hosting - Includes CorrecTek hosted application, Microsoft server and user licensing, backup & disaster recovery of data, and technical support. Occasional NON-MEDICAL staff users connecting to CorrecTek using a single device for medpass only License is designed for correctional officers that do periodic medpass in lieu of medical staff Users will be annotated in our system as non-medical staff and for a single device <u>This product only allows for one device to be used to access the CorrecTek hosting environment by a named user account</u>	$140.00	1	$140.00
VPN LICENSES VPN licenses are designated for users who will access the CorrecTek system from outside the detention facility, such as from home or an external office				

KPN-HS-VPN001	**VPN Remote Access for Hosting (User)** With our VPN add-on, a hosting user can work from anywhere, anytime as long as they have an internet connection.	$10.00	0	$0.00
			Recurring Subtotal:	**$1,235.00**

CorrecTek Client Setup (One-Time)		Price	Qty	Ext. Price
KPN-SVC-CCHSETUP-001	**CorrecTek Cloud Hosting Setup** **CorrecTek Cloud Setup and Configuration** Includes remote assistance with the setup of: • Hosting server and database environment configuration • Hosting firewall configuration • Topaz Signature Pads • Xerox Documate Scanners • RDP Connections • Local Firewall Setup • Testing connectivity from local devices to the cloud hosting environment • Project management • Project planning with vendors and IT staff for project implementation	$1,500.00	1	$1,500.00
			Subtotal:	**$1,500.00**

FTP Software (One-Time)		Price	Qty	Ext. Price
FTPGetter Pro	**FTPGetter Professional** FTPGetter is a secure FTP program designed to automatically transfer CorrecTek outage reports from the CorrecTek Cloud Servers to a local PC at the jail or prison. It has the capability to automatically print one or more reports. • Automate daily FTP/SFTP upload and download tasks • Automatic Synchronization • Scheduled FTP/SFTP Uploads and Downloads • File Masks and Batch Processing • SSH File Transfer Protocol and Proxy Server Support Perpetual license with 1-year update and manufacturer support	$125.21	1	$125.21
			Subtotal:	**$125.21**

CorrecTek Client Hardware	Price	Qty	Ext. Price

The below list recommended peripheral hardware proven to work with the CorrecTek system. It is not mandatory to be purchased through Kalleo.

- **SIGNATURE PADS FOR PATIENT SIGNATURES**. Topaz SignatureGem T-L462 Electronic Signature Pad Model TLBK462-BSB-R or T-LBK462-HSB-R
- **PRINTERS.** Most printers that are Windows Easy Print compatible with work with the host environment. To check to see if your current printers are compatible, please check www.windowsservercatalog.com. Kalleo uses Windows Server 2019 Datacenter servers.
- **SCANNERS.** Most scanners will work. Kalleo recommends Xerox D35 Sheetfed Scanner as it has a built in SFTP software. This provides a better experience for the end user. If another manufacturer's scanner is used, additional entries can be added to the FTPGetter software that can be used to transfer scans. The end user will have a couple additional steps than with the Xerox.

CorrecTek Hosting with Kalleo Technologies - Plumas County Detention Center

Quote Information:

Quote #: 022086
Version: 2
Delivery Date: 06/10/2025
Expiration Date: 07/31/2025

Prepared for:

Plumas County Correctional Center (CA)
56 Abernathy Ln
Quincy, CA 95971
Steve Clark
steveclark@countyofplumas.com

Prepared by:

Kalleo Technologies LLC
Ryan Hughes
270-872-5050
rhughes@kalleo.net

Non-Recurring Summary	Amount
CorrecTek Client Setup (One-Time)	$1,500.00
FTP Software (One-Time)	$125.21
Total	**$1,625.21**

Recurring Summary	Amount
CorrecTek Spark Cloud (Monthly Recurring)	$1,235.00
Recurring Total	**$1,235.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

IN ORDER TO HELP EXPEDITE YOUR ORDERS AND OR PROJECTS, AS WELL AS MAINTAIN GIVEN PROJECT
DATES/TIMELINES IT IS VERY IMPORTANT THAT YOU ARE AWARE THAT YOUR ACCOUNT MUST BE CURRENT AND
PAYMENT FOR YOUR HARDWARE OR SOFTWARE HAS BEEN RECEIVED. ONCE YOUR ACCOUNT STATUS AND OR PAYMENT HAS BEEN VERIFIED WE WILL PROVIDE YOU WITH OR CONFIRM THE TARGET BEGIN DATE AND ESTIMATED END DATE FOR YOUR DELIVERY OR PROJECT.

Signature

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson Attorney; effective January 1, 2026–December 31, 2026; not to exceed $100,100.00; (No General Fund Impact) State 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 Morgan Johnson Attorney; effective January 1, 2026–December 31, 2026; not to exceed $100,100.00; (No General Fund Impact) State Funds; approved as to form by County Counsel.

Background and Discussion:
California Welfare and Institutions (W&I) Code, Section 300, provides counties with the authority to remove children from the home of their Parent(s) when a Court determines, based on the result of an investigation by a child protective services social worker, that the child may not safely remain in the home. When a social worker makes such a determination, the county petitions the Court for removal of the child from the unsafe environment. If the Court approves the petition, the child becomes a Dependent of the Court until it is determined that the child can safely return to the home.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson Attorney; effective January 1, 2026 — December 31, 2026; not to exceed $100,100.00; (No General Fund Impact) State Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State Funding

Attachments:
1. 6850 FINAL M Johnson 2026

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" or "DSS"), and Morgan Johnson, Attorney at Law (hereinafter referred to as "Attorney").

The parties agree as follows:

1. Scope of Work. Attorney shall provide the County with services as set forth in Exhibit A, attached hereto.

1. 2. Compensation. County shall pay Attorney for services provided to County pursuant to this Agreement at a flat rate of $8,400 per month. In addition to the flat fee specified above, County agrees to compensate Attorney for any hours worked in conjunction with this Agreement that exceed a total of 20 hours per month at the rate of $140.00 per hour not to exceed ONE HOUNDRED THOUSAND ONE HOUNDRED DOLLARS ($100,100.00). In addition, County agrees to reimburse Attorney for the actual documented cost incurred in connection with services including postage, photocopies, and printing of briefs. To the extent that any out of county travel is required in connection with this Agreement, County agrees to compensate Attorney in accordance with the rates that are provided for by the Board of Supervisors for County Employees.

3. Term. The term of this Agreement shall be from January 1, 2026 through December 31, 2026, unless terminated earlier as provided herein.

5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

6. 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 Attorney or furnish any other consideration under this Agreement and Attorney 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 Attorney 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. Attorney 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. Attorney agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Attorney 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 Attorney or its officers, employees, agents, Attorneys, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Attorney shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Attorney 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 Attorney to practice. Attorney represents and warrants to County that Attorney 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 Attorney or his/her principals to practice.

11. Relationship of Parties. It is understood that Attorney is not acting hereunder as an employee of the County, but solely as an independent Attorney. Attorney, 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, Attorney has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Representation of Other Clients. During the term of the contract, ATTORNEY is not prohibited from engaging in any other legal work, or representing any other client, provided that no private case shall be accepted which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent DSS, or a minor child, or be placed in a position as to be unavailable to said parties for representation and or consultation.

13. Assignment. Attorney may not assign, subcontract, sublet, or transfer his/her interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Attorney 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. 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. Attorney 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 Attorney.

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

County:

Department of Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Christine Renteria

Attorney:

Morgan Johnson, Attorney at Law
P.O. Box 300
Quincy, CA 95971

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 Attorney 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.

a. 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. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of

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

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

ATTORNEY:

Morgan Johnson, Attorney at Law

By:_____
Name: Morgan Johnson

Date:_____

COUNTY:

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

By:_____
Name: Kevin Goss
Chair, Board of Supervisors

Date:_____

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. ATTORNEY shall provide such necessary legal services, including, but not limited to, consultation, advice, preparation of pleadings, representation at all court appearances, as may be required by DSS in matters relating to juvenile court proceedings, proceedings to terminate parental rights and appeals from such proceedings.

2. ATTORNEY shall be available during normal business hours for case and administrative consultation, either by telephone or in person and shall personally appear at all court hearings, involving juvenile dependency matters, termination of parental rights and Appellate Court proceedings.

3. In addition to the required services enumerated above, ATTORNEY shall provide advice and training to DSS staff which may be desirable or necessary as the result of future legislation or court decisions, including preparation of new forms and procedures.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2026-December 31, 2027; not to exceed $36,000.00 ; (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 Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2026–December 31, 2027; not to exceed $36,000.00 ; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:
When a child is removed from the home of his/her parent(s) by a Child Protective Service Social Worker because the home is unsafe, one of the first things the social worker will consider is whether or not there is a suitable relative that the child can be placed with as an alternative to placement in a foster home. If such a relative placement is available and the relative agrees to take the child or children, the relative must first undergo a criminal background check in order for the child to be placed with them.

The Department of Social Services has maintained an ongoing purchasing agreement with the Department of Justice which enables us to obtain criminal offender records. The matter before your Board is to approve the continuation of this agreement for two years.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2026–December 31, 2027; not to exceed $36,000.00 ; (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. 6835 Ex FINAL
2. 6835 FINAL (1)

EXHIBIT A
SCOPE OF WORK

The Plumas County Department of Social Services, hereinafter referred to as PCDSS and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCDSS with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:
   A. The DOJ is responsible to receive and process the PCDSS CORI requests via electronic submissions. The DOJ shall provide the PCDSS with the following information when the DOJ receives and processes CORI requests submitted by PCDSS, for Department of Social Services:

   _X_ DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
   _X_ FBI CORI or a no record response for initial submissions (as applicable)
   _X_ Child Abuse Central Index (CACI – as applicable)
   ___ Peace Officer Carry Concealed Weapon (CCW – as applicable)
   _X_ Other – Custodian of Records (COR – as applicable)

   B. The DOJ is responsible to receive and process CORI requests submitted by PCDSS on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCDSS.

2. The PCDSS Responsibilities:
   A. The PCDSS will request CORI electronically. The PCDSS is statutorily authorized to request and receive CORI under ORI Number A1519. Accordingly, the DOJ will deal exclusively with the PCDSS for all issues associated with these responses.

   B. The PCDSS agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCDSS, any official or employee of the PCDSS, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

   C. The PCDSS, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:		**Providing Agency:**	
PCDSS		DEPARTMENT OF JUSTICE (DOJ)	
Plumas County Department of Social Services		CJIS/ASP – eBilling Unit	
Name:	Jennifer Bromby	Name:	DOJ Contract Analyst
Address:	270 County Hospital Rd., Ste.207 Quincy, CA 95971	Address:	PO Box 160608 Sacramento, CA 95816-0608
		Phone:	None
FAX:	(530) 283-6368	FAX:	None
E-mail:	jenniferbromby@countyplumas.com	E-Mail:	doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:		**Providing Agency:**	
PCDSS		DEPARTMENT OF JUSTICE (DOJ)	
Plumas County Department of Social Services		CJIS/ASP – eBilling Unit	
Name:	Christine Renteria	Name:	DOJ Contract Analyst
Address:	270 County Hospital Rd., Ste. 207 Quincy, CA 95971	Address:	PO Box 160608 Sacramento, CA 95816-0608
Phone:	(530) 283-6462	Phone:	None
FAX:	(530) 283-6368	FAX:	None
E-Mail:	christinerenteria@countyofplumas.com	E-Mail:	doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

   This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B
Invoicing and Payment Provisions

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	$32	X	CORI submissions specific to the PCDSS, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an **X**.
Federal Level Response	$17	X	
Federal Level Response (Volunteer)	$15		
Child Abuse Central Index (CACI)	$15	X	
Trustline CACI	$15	X	
Adoption CACI	$15	X	
Peace Officer Carry Concealed Weapon (CCW)	$19		
Employment CCW	$22		
Private Patrol/Security Guard CCW	$38		
Standard CCW	$44		
Judge CCW	$66		
Reserve/Custodial Peace Officer CCW	$88		
Entertainment CCW	$48		
Military Assault Weapon	$22		
Fingerprint Roller Certification	$25		
Record Review	$25		
DSS Fee	$10		
CS DSS Fee	$20		
Check Casher License	$50		
Secondhand Dealer License	$300		
Pawnbroker License	$300		
Custodian of Records Approval Letter	$30	X	

The PCDSS agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, #144944, with a tear-off bottom that must be returned with payment. The PCDSS is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCDSS and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Department of Social Services
ATTN: Christine Renteria
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCDSS or its representative(s).

The PCDSS agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract'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 discriminate unlawfully 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    c. Notification shall be provided to the State designee identified in this Contract.

    d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

    e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

    f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

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PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **November 18, 2025**

SUBJECT: **Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Department of Social Services and Social Change Partners LLC for the purpose of development and drafting of Comprehensive Prevention Plan (CPP) as required by the CDSS. Effective November 18, 2025, to October 31, 2026; not to exceed $160,000.00; (No General Fund Impact) The cost for performing this work is subject to the State's allocation of funds for CWSSIA and, consequently, is split between Federal and State Funding Sources; 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 Social Change Partners LLC for the purpose of development and drafting of Comprehensive Prevention Plan (CPP) as required by the CDSS. Effective November 18, 2025, to October 31, 2026; not to exceed $160,000.00; (No General Fund Impact) The cost for performing this work is subject to the State's allocation of funds for CWSSIA and, consequently, is split between Federal and State Funding Sources; approved as to form by County Counsel.

Background and Discussion:

California Assembly Bill 636 (Steinberg, October 2001) established the Child Welfare Outcomes and Accountability System to (a) assess how changes in the Child Welfare system at the county level affect children and their families in terms of specific outcomes, and (b) establish accountability for outcome performance in each of California's 58 counties. The purpose of development and drafting of Comprehensive Prevention Plan (CPP) as required by the CDSS implementing promising social work practices that improve the assessment of family functioning and through such assessments, strengthen families.

Action:

Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Department of Social Services and Social Change Partners LLC for the purpose of development and drafting of Comprehensive Prevention Plan (CPP) as required by the CDSS. Effective November 18, 2025, to October 31, 2026; not to exceed $160,000.00; (No General Fund Impact) The cost for performing this work is subject to the State's allocation of funds for CWSSIA and, consequently, is split between Federal and State Funding Sources; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact) split between Federal and State Funding Sources.

Attachments:

1. 6962 FINAL
2. SCP PCHHS 2024 Contract Signed

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND SOCIAL CHANGE PARTNERS

This First Amendment to Agreement ("Amendment") is made on November 18, 2025, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Social Services**, ("COUNTY") AND **Social Change Partners**, a California limited liability company (hereinafter referred to as "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 HDAP for Plumas County.

    b. Because the COUNTY requires more services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.

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

    a. Paragraph 2 is amended in its entirety to read as follows:

    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 Sixty Thousand Dollars ($160,000.00).

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

    Term. The term of this agreement shall be from July 1, 2024, through October 31, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, as set forth in Exhibit "A".

    c. EXHIBIT A, Scope of Work, is amended to add the following:

    See attached Exhibit A.

d. EXHIBIT B, Budget, is amended to add the following:

See attached Exhibit B.

3. **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.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the date first written above.

SOCIAL CHANGE PARTNERS

By: _____
Name: Reed Connell
Title: Managing Partner
Date:

By: _____
Name: Sean Hughes
Title: Managing Partner
Date:

COUNTY OF PLUMAS

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

ATTEST:

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

Approved as to form:

Stephen Schofield, Attorney
County Counsel's Office

Exhibit A – Scope of Work Additions

Project Three: Comprehensive Prevention Plan (CPP) Draft

Goal: The goal is to lead the development and drafting of Plumas County's Comprehensive Prevention Plan (CPP) as required by the California Department of Social Services (CDSS) for opting into the Family First Prevention Services (FFPS) Program.

Scope of Work:

- Present to, and coordinate with, ILT to ensure consistent oversight, communication and collaboration throughout the CPP development process
- Initiate data collection and analysis efforts
- Begin conducting key informant interviews, stakeholder engagement groups, and surveys as agreed
- Develop a draft community needs assessment identifying local challenges being experienced by families and primary drivers of child welfare system involvement
- Develop a draft asset map documenting the current prevention program service array across systems, existing service gaps, and opportunities to develop and/or expand prevention programming to meet community needs
- Begin assessing and documenting local public agency and private provider current and prospective capacity for the delivery of prevention services including evidence-based programming
- Support Tribal engagement, consultation and coordination
- Draft a Logic Model and Spending Plan outlining strategies for implementation
- Produce a draft CPP document for County review

Exhibit B – Budget

Project Three: Comprehensive Prevention Plan (CPP) Draft

Goal: The goal is to lead the development and drafting of Plumas County's Comprehensive Prevention Plan (CPP) as required by the California Department of Social Services (CDSS) for opting into the Family First Prevention Services (FFPS) Program.

Timeline*:* November 1, 2025 – January 31, 2026

Proposed Cost: $30,000

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 Social Change Partners, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thirty Thousand Dollars ($130,000.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 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.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

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

County:

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

Contractor:

Social Change Partners, LLC
1450 Taylor Street
San Francisco, CA 94133
Attention: Reed Connell

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

CONTRACTOR:

Social Change Partners, LLC

By:_____
Name: Reed Connell
Title: Managing Partner
Date signed: 8/15/24

By:_____
Name: Sean Hughes
Title: Managing Partner
Date signed: 8/15/24

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair
Date signed: 8/13/2024

ATTEST:
By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: 8/13/2024

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

We propose a two-year contract, July 2024 — June 2026, totaling $130,000.

Project One: 2020 C-CFSR SIP 30 Day Action Plan and Corrective Action Plan

Goals: Lead the development of a 30-Day Action Plan to address remaining obligations related to the 2020 C-CFSR SIP and support the county in exiting the current Corrective Action Plan.

Scope of Work:

1. Receive and review all relevant documents and data, including the current SIP, prior reports, and CAP
2. Lead the County in developing a 30 Day Action plan to address all remaining obligations during the 2020 C-CFSR Cycle, and an internal project management plan that details all essential tasks, assigns roles, and specifies realistic timelines
3. Provide an analysis, strategy, and roadmap for exiting the CAP
4. Support County in planning, preparing for, and following through on all meetings and negotiations with CDSS
5. Partner with County leadership and staff to advance all steps necessary to exit the Corrective Action Plan

Project Two: 2025 C-CFSR County Self-Assessment (CSA) and System Improvement Plan (SIP)

Goal: The goal is to lead the development of Plumas County's approved CSA and SIP, and to establish structures to facilitate efficient future reporting. The CSA is due to CDSS on 4/22/25 and the BOS-Approved SIP on 9/22/25.

Scope of Work:

1. Develop a project management plan that details all essential tasks, assigns roles, and specifies realistic timelines
2. Comprise and convene the C-CFSR Team
    a. Plan and facilitate Team meetings weekly or as agreed
3. Collect and analyze all data to be integrated into the CSA
    a. Gather all data necessary to complete the Demographic Profile
    b. Receive and analyze all data necessary to complete the Outcomes Data Measures section
4. Identify all required stakeholders and develop an engagement plan
    a. Plan and implement up to 12 focus groups
    b. Plan and implement up to 2 community surveys

c. Plan and facilitate a one-day in-person stakeholder event, co-hosted with CDSS and OCAP, that meets all requirements (by 1/31/25)
d. Develop outreach/briefing materials as needed

5. Plan and implement the Peer Review process (by 1/31/25)
    a. Identify peers, train peers and staff
    b. Support County with logistics as requested[1]
    c. Select cases, facilitate case review
    d. Document and debrief meetings
    e. Author the Peer Review Results section of the CSA
6. Lead authorship of the CSA Report (Draft 3/15/25, Final 4/15/25)
    a. Independently author sections as feasible
    b. Partner with County staff to write all other content
    c. Facilitate review and approval by County leadership
    d. Lead revisions/responses to CDSS feedback
7. Author the SIP Document (Draft 8/15/25, Final 9/15/25)

[1] CDSS has reinstated the requirement that counties conduct in-person Peer Reviews. SCP can provide administrative staff support for logistics including venues and catering, peer travel, printing, etc. If DSS would like SCP to pass through costs, additional provision must be made for those expenses in the contract amount.

EXHIBIT B

Fee Schedule

Project One: 2020 C-CFSR SIP 30 Day Action Plan and Corrective Action Plan

Goals: Lead the development of a 30-Day Action Plan to address remaining obligations related to the 2020 C-CFSR SIP and support the county in exiting the current Corrective Action Plan.

Timeline: July—December 2024

Proposed Cost: $30,000

Project Two: 2025 C-CFSR County Self-Assessment (CSA) and System Improvement Plan (SIP)

Goal: The goal is to lead the development of Plumas County's approved CSA and SIP, and to establish structures to facilitate efficient future reporting. The CSA is due to CDSS on 4/22/25 and the BOS-Approved SIP on 9/22/25.

Timeline: September 2024 – October 2025

Proposed Cost: $100,000

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of $35,000.00 from Fund balance to 0004/2234152 Account #526900 — contracts, funding will come from CAP reserve funds provide help for the local food banks; approved by Auditor/Controller.**

Recommendation:

Approve and authorize supplemental budget transfer(s) of $35,000.00 from Fund balance to 0004/2234152 Account #526900 — contracts, funding will come from CAP reserve funds provide help for the local food banks; approved by Auditor/Controller.

Background and Discussion:

Due to the current pause on SNAP benefits, the CAP Council would like to provide funds to help the local food banks.

Action:

Approve and authorize supplemental budget transfer(s) of $35,000.00 from Fund balance to 0004/2234152 Account #526900 — contracts, funding will come from CAP reserve funds provide help for the local food banks; approved by Auditor/Controller.

Fiscal Impact:

(No General Fund Impact) Reserve fund balance

Attachments:

1. CAP budget trans

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Child Abuse Prevention Dept. No: 0004 Date 11/6/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
			Total (must equal transfer to total)	0.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0004	22341	526900	Contracts	35,000.00
			Total (must equal transfer to total)	35,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Due to the current pause on SNAP benefits the CAP Council would like to provide funds to help the local food banks.

B) CAP Council has always held a reserve in their fund balance for emergencies.

C) The food insecurity for SNAP recepients is now

D) N/A

Approved by Department Signing Authority: JBramby

_____ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Department of Social Services and Partnership Health Plan to ensure that members receive services; effective December 1, 2025; (No General Fund Impact) No Funds used; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Department of Social Services and Partnership Health Plan to ensure that members receive services, effective December 1, 2025; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

Background and Discussion:

to ensure that members receive MCP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the care coordination provided

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Department of Social Services and Partnership Health Plan to ensure that members receive services; effective December 1, 2025; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) No Funds used

Attachments:

1. 6387 FINAL

ATTACHMENT B: COUNTY SOCIAL SERVICES AGENCIES FOR CHILD WELFARE

MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between Partnership HealthPlan of California and Plumas County Department of Social Services

This Memorandum of Understanding ("MOU") is entered into by Partnership HealthPlan of California ("MCP") and Plumas County Department of Social Services, ("County"), effective as of October 1, 2025 ("Effective Date"). County, MCP, and MCP's Subcontractor and/or Downstream Subcontractor are referred to herein as "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract (See, Exhibit A), to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal Members enrolled, or eligible to enroll, in MCP and who are County Child Welfare involved and/or receive foster care services ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive MCP and County services set forth in this MOU in a coordinated, non-duplicative manner and to provide a process to continuously evaluate the quality of the care coordination provided. In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

A. **"County Child Welfare Services"** means the services provided by the State's program for child protection services and interventions, including foster care, that are administered by County and monitored by the California Department of Social Services ("CDSS"), Children and Family Services Division. Any reference in this MOU to County is for County Child Welfare Services and no other county department or agency.

B. **"MCP Responsible Person"** means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

C. **"MCP-County Liaison"** means MCP's designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-County Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP's compliance officer as appropriate.

D. **"MCP Child Welfare Liaison"** means the MCP's designated individual(s) assigned to ensure the needs of children and youth involved with child welfare are met as outlined in the Medi-Cal Managed Care Contract, DHCS All Plan Letters ("APL"s), 3 or other similar instructions.

E. **"County Responsible Person"** means the person designated by County to oversee coordination and communication with MCP and ensure County's compliance with this MOU as described in Section 5 of this MOU. If County experiences resource constraints that may impact its ability to fulfill obligations under this MOU, County shall promptly notify MCP to develop a mutually agreeable remediation plan.

F. **"County Liaison"** means County's designated point of contact responsible for acting as the liaison between County and MCP as described in Section 5 of this MOU. The County Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the County Responsible Person as appropriate. If County experiences resource constraints that may impact its ability to fulfill obligations under this MOU, County shall promptly notify MCP to develop a mutually agreeable remediation plan.

G**. "MCP-LTSS (Long Term Services and Supports) Liaison"** means the person or persons designated by the MCP to provide assistance to support care coordination and transitions from institutional settings as defined by All Plan Letter 23- 004 or any subsequent guidance. [1]

H. **"MCP-Tribal Liaison"** means the person or persons designated by the MCP dedicated to working with each contracted and non-contracted Indian Health Care Provider (IHCP) in its service area. The MCP-Tribal Liaison is responsible for coordinating referrals and payment for services provided to American Indian MCP Members who are qualified to receive services from an IHCP as defined by All Plan Letter 24-002 or any subsequent guidance.[2]

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[1] MCP-LTSS Liaison is defined in APL 23-004. Including Managed Care Plan (MCP) LTSS liaisons in child welfare cases provides essential coordination for vulnerable children with complex health needs. These liaisons offer Medi-Cal expertise to ensure eligible foster children receive all entitled services, maintain healthcare continuity during placement transitions, and identify long-term support needs for children with disabilities or chronic conditions. They also provide crucial guidance to foster and kinship caregivers navigating complex healthcare systems, while integrating LTSS coordination with child welfare case management creates more holistic care addressing physical, behavioral, and social needs simultaneously.
[2] MCP-Tribal Liaison is defined in APL 24-002.

2. Term. This MOU is in effect as of the Effective Date and continues for three years or until terminated by either party or amended in accordance with Section 14(f) of this MOU or notice of termination by one of the parties in accordance with section 14(c) of this MOU. Each party is responsible for tracking their own oversight agency guidance and assessing the need for amendments or modifications to this MOU. **3. Services Covered by This MOU.** This MOU governs the coordination between County and MCP for the delivery of care and services for Members who are receiving County Child Welfare Services.

4. MCP Obligations.

A. Provision of Covered Services. MCP is responsible for authorizing Medically Necessary Covered Services, and for coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services for which they are eligible, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic and Treatment benefit) services and Medically Appropriate MCP covered services when indicated based on screening findings.

B. MCP must provide and cover, or arrange for, as appropriate, all Medically Necessary Medi-Cal for Kids and Teens services, including Behavioral Health Treatment services. For Members currently receiving Specialty Mental Health Services ("SMHS") or enrolled in an existing care management program, such as California Wraparound, Full Service Partnership, or Health Care Program for Children in Foster Care ("HCPCFC"), if the Mental Health Plan ("MHP") for SMHS, a SMHS provider contracted to the MHP, or the care management program has contracted with MCP to be an Enhanced Care Management ("ECM") Provider, MCP must assign the Member to the MHP, SMHS provider contracted to the MHP, or existing care management program as the ECM Provider unless the Member (or parent, legal guardian, or caretaker) requests otherwise.[3]

C. If a Member is enrolled in more than one existing care management program and those programs are each contracted ECM Providers, MCP must assign the Member to the MHP or existing care management program that the Member identifies as the Member's preferred ECM Provider or, if necessary, another ECM Provider that has capacity to accept the Member. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.

[3] Additional information available at CalAIM Enhanced Care Management Policy Guide (p. 74): https://www.dhcs.ca.gov/CalAIM/ECM/Documents/ECM-Policy-Guide.pdf (Aug 2024 updated)

D. **Oversight Responsibility.** The Behavioral Health Director and/or Child Welfare Liaison Designee, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the County Responsible Person and appropriate County program executives, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. The compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;

iv. Ensure the appropriate level of MCP leadership (e.g., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from County are invited to participate in the MOU engagements, as appropriate; [3]

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or designate a person at MCP to serve, as the MCP-County Liaison, the point of contact and liaison between MCP and County to coordinate care for children and youth receiving County Child Welfare Services. The MCP-County Liaison is listed in Exhibit A of this MOU. As appropriate, the MCP-County Liaison must also serve as a family advocate. MCP must notify County of any changes to the MCPCounty Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

E. **Child Welfare Liaison.** MCP must designate an individual(s) to serve as the MCP Child Welfare Liaison, to ensure the needs of children and youth involved with child welfare are met, in accordance with DHCS-issued standards and expectations for this role as set forth in the Medi-Cal Managed Care Contract, DHCS APLs, or other similar instructions. The MCP-County Liaison and the MCP Child Welfare Liaison roles may be assigned to the same designated individual.

F. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers. MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

G. **Coordination with County AB 2083 Efforts**. MCP and County will coordinate to ensure alignment of this MOU with County's Interagency Leadership Team's efforts in implementing the System of Care (SOC) MOU (AB2083 MOU) as required by All County Letter No. 19-116/Behavioral Health Information Notice ("BHIN") 19-053 to increase Members' ability to receive timely, coordinated care.

i. **Background**: Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018), Children and Youth System of Care (SOC), requires each county to develop and implement a MOU setting forth roles and responsibilities of agencies and other entities, such as regional centers, county offices of education, county child welfare, juvenile probation, and behavioral health agencies, that serve children and youth in foster care who have experienced severe trauma as outlined in the All County Letter No. 19-116/Behavioral Health Information Notice ("BHIN") 19- 053. The purpose of the AB 2083 MOU ("SOC MOU") is to ensure that children and youth in foster care receive coordinated, timely, and trauma-informed services. While AB 2083 focuses on children and youth in foster care who have experienced severe trauma, it reflects a priority to build a locally governed interagency or interdepartmental model on behalf of all children and youth across California who have similar needs and who interact with and are served by multiple agencies. These MOUs between County and other local entities that serve children in child welfare/foster care include California's Integrated Core Practice Model which establishes leadership behaviors and practices through which individuals and organizations must partner and collaborate with one 6 another, and with children and families, to ensure an integrated approach to meeting the needs of children and families.

ii. County must include MCP as a party to its SOC MOU with local entities to ensure coordination between MCP, County, and local entities as necessary and applicable to ensure Members receive whole person care.

5. County Obligations.

A. **Provision of Services**. County is responsible for delivering and coordinating County Child Welfare Services, which may include coordination with an ECM Provider to ensure timely and appropriate access to Member benefits and services beyond the scope of County program(s), including services provided or arranged for by County.

i. County Foster Care Public Health Nurses (“PHNs”), Countyassigned probation officers, Community Health Workers, HCPCFC PHNs, child welfare case workers, and other county staff and/or secondary case managers, as applicable, should assist Members in accessing ECM, and, as appropriate, refer youth and children involved in child welfare to MCP for ECM.

B. **Oversight Responsibility**. The Acting Director is the designated County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing compliance with this MOU. The County Responsible Person serves, or may designate a person to serve, as the designated County Liaison, the point of contact and liaison with MCP. The County Liaison is listed in Exhibit B of this MOU. County may designate one or more liaisons by program or service line. County must notify MCP of changes to the County Liaison as soon as reasonably practical but no later than the date of change.

C. **Care Coordination**. County shall implement mechanisms to identify barriers to care coordination for discussion with the MCP.

i. County shall ensure training and education regarding MOU provisions are provided to County’s employees who carry out responsibilities under this MOU, as applicable.

ii. County shall ensure Members, and/or their caregivers or legal guardian(s), are provided with information regarding Covered Services, including Medi-Cal for Kids and Teens services, for which they are eligible. County must refer Members to MCP for Medi-Cal for Kids and Teens services and other MCP Covered Services when indicated based on screening findings. If the child or youth indicates a need for mental health or substance use services, Member may be served by MCP and/or MHP in accordance with Section 8(d) of this MOU.

6. Training and Education.

A. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out MCP’s responsibilities under this MOU and, as applicable, for MCP’s Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must 7 provide this training within 45 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to all such persons or entities performing responsibilities under this MOU and to all such persons or

entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County services to their Network Providers

B. In accordance with health education standards as required by the MediCal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by County. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

C. MCP must provide County, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services, and any carved-out services, may be accessed, including during non-business hours.

D. The Parties may together develop training and education resources covering the services provided or arranged for by the Parties. The Parties may share their training and educational materials with each other to ensure the information in their respective training and education materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and County policies and procedures and developed guidelines, and with clinical practice standards.

i. The Parties may share outreach communication materials and develop initiatives to share resources about MCP and County with individuals who may be eligible for MCP's Covered Services and/or County services.

ii. County must distribute MCP's current training and educational materials in a timely manner to support the County Liaison, County-assigned social workers, County behavioral health providers, HCPCFC Public Health Nurses, Community Health Workers, County Health Education Specialists, and child welfare case workers in assisting Members with accessing Covered Services. The materials must include information on MCP's Covered Services, including nonemergency medical transportation and non-medical transportation; Community Supports; and/or other care management programs and services for which Members may qualify, such as ECM or Complex Care Management ("CCM").

7. Referral Process. MCP Child Welfare Liaison and County Responsible Person will collaboratively identify referral pathways for child welfare involved children and families to promote timely access to MCP covered services.

8. Care Coordination and Collaboration.

A. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care planning and coordination issues or barriers to care coordination efforts at least quarterly [but can agree to more frequent meetings.

iii. MCP must have policies and procedures in place to maintain collaboration with County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. MCP and County must collaborate to ensure that Members receiving County Child Welfare Services continue to receive all Medically Necessary Covered Services, including, without limitation, dental, behavioral, and developmental services, when they move to a new location or they transition or age out of receiving County foster care services. The parties may co-develop guidelines and training to ensure continued services when children move between counties.

v. MCP must have processes for ensuring the continuation of Basic Population Health Management[4] and care coordination of all Medically Necessary Covered Services to be provided or arranged for by MCP for Members receiving County Child Welfare Services, with special attention to Members transitioning out of receiving foster care services and Members changing foster care placements.

vi. MCP's policies and procedures must include processes for coordinating with County to ensure Members who are enrolled into a MCP (children, transition-aged foster youth, parents and caregivers) receive ECM, CCM, behavioral health and/or Community Supports and/or other case management services for which they may qualify and can help address social drivers of health.

vii. MCP must ensure Members' Medical Records are readily accessible and up to date for Members transitioning or aging out of receiving County foster care services.

[4] Basic Population Health Management is defined as described in the CalAIM Population Health Management Policy Guide, available at: https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf

viii. MCP will obtain input from the County regarding the county's network of community providers for child welfare services, to inform MCP in capacity building for its network of providers, including ECM, Community Supports, and Community Health Workers. MCP will strive to align its network of providers serving the child welfare population of focus so that Members can receive services from a provider with whom they already have a trusted relationship. County will provide MCP a list of these providers. MCP retains ultimate responsibility for contracting decisions related to provider networks.

ix. As deemed appropriate by the County and local Interagency Leadership Team (ILT), the Parties and the local ILT may collaborate to ensure the responsibilities of this MOU are carried out in alignment and coordination with County's SOC MOU and to ensure Members receive timely, coordinated care.

x. The Parties must coordinate to identify Members not receiving periodic preventive services in accordance with the American Academy of Pediatrics ("AAP") Bright Futures Periodicity Schedule using a data-informed methodology that considers social drivers of health (such as economic stability, education access, healthcare access, neighborhood environment, and social context), and develop a plan to help providers reach out to assigned Members who are not receiving periodic preventive services while 4 Basic Population Health Management is defined as described in the CalAIM Population Health Management Policy Guide, available at: https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf 9 addressing these underlying social factors that may contribute to care gaps. The Parties must share guidelines and training for implementing care coordination across multiple providers, including a shared comprehensive point of contact list or other mechanisms for supporting cross communication, and for coordinating with HCPCFC in particular, as applicable.

B. **Coordination of Medi-Cal for Kids and Teens Services**.[5] Where MCP and County have overlapping responsibilities to coordinate services for Members under age 21, MCP must do the following:

i. Assess the Member's medical and/or behavioral needs, or follow the Member's physician's or licensed behavioral health professional's recommendations, for Medi-Cal for Kids and Teens Medically Necessary Covered Services.

[5] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23

ii. Determine what types of services (if any) are being provided by County, or other third-party programs or services;

iii. Coordinate the provision of services with County to ensure that MCP and County are not providing or ensuring the provision of duplicative services and that the Member is receiving all Medically Necessary Medi-Cal for Kids and Teens services within 60 calendar days following the preventive screening or other visit identifying a need for treatment, whether or not the services are Covered Services under the Medi-Cal Managed Care Contract. All Medi-Cal for Kids and Teens services are Covered Services unless expressly excluded under the Medi-Cal Managed Care Contract;

iv. Notify the appropriate child welfare case worker and HCPCFC PHN if the Member (or parent, legal guardian, or caregiver) when the Member refuses services or is unable to be reached to ensure County has information necessary to inform investigations, guide County placement decisions, and/or alert County staff to issues of safety or neglect; and

v. Notify the appropriate child welfare case worker and HCPCFC PHN at the assumption of care to ensure that the appropriate person is aware of all services being provided to the Member. 5 Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23 10

C. **Care Coordination for Youth and Children involved in child welfare and their families/caregivers.**

i. MCP must implement policies and procedures to track Members receiving County Child Welfare Services by maintaining an up-to-date database of Members who are involved with child welfare and/or foster care as identified by the CDSS in collaboration with MCP. The MCP shall coordinate with the County to identify and track any children and youth and their families served by the County Family Maintenance program (with or without court involvement) and who are referred for services.

ii. The MCP-County Liaison must oversee coordination of care for Members receiving County Child Welfare Services by:

a. Ensuring that each Member is assessed for medical and behavioral health needs which may include conferring with the County on any existing or needed assessments and jointly determine the appropriate pathway to obtaining the information.

b. Ensuring that each Member's needs as defined under MediCal for Kids and Teens services and in their CANS assessment have been met through the provision of a care plan and warm handoffs to appropriate Providers. If services are needed, the first encounter must occur without unnecessary delay and in accordance with clinical standards (e.g., AAP Bright Futures Periodicity Schedule, Advisory Committee on Immunization Practices vaccination schedule). This includes collaborating with Providers, foster caregivers, and HCPCFC PHN as necessary to ensure medical and dental exams are provided within 30 calendar days in accordance with the Child Welfare Services Manual Division 31.206.36;

c. Notifying group homes, Short Term Residential Therapeutic Programs, child welfare case workers, HCPCFC staff, and foster parents of Members regarding MCP and County services when a Member is placed outside MCP's Service Area; County and MCP will co-develop guidelines to determine the information to be shared and notification process. Offering transportation information and resources, as needed, to Members, such as how Members can access non-emergency medical transportation for Medi-Cal services, which include, but are not limited to, appointments and medication, medical equipment, and supplies pickup;

d. Upon request by County or a Network Provider, facilitating scheduling of medical appointments and referrals for dental services for Members;

e. Informing Network Providers about the availability of benefits, including dental benefits, such as assisting Members with scheduling appointments, including behavioral health appointments, and arranging non-emergency medical transportation for Medi-Cal services;

f. Upon request, providing information regarding the Member's Primary Care Physician ("PCP") or other Network Provider to County to assist with coordination of care.

g. Facilitate coordination with the MCP-LTSS Liaison as appropriate when the Member is also receiving regional center services, and with the 11 MCP-Tribal Liaison for tribal children and youth who are receiving child welfare services and to include the CWS Social Worker in this facilitated coordination.

(i) County should, when requested by Members (or Members' parent(s) or legal guardian(s) and/or caregiver(s) of foster children), assist Members ages 0-21 years with scheduling appointments for medical services through their assigned PCP and/or alert MCP of barriers to Members' access to services.

D. Care Coordination for Specialty Mental Health Services and Substance Use Disorder Services[6] for Youth and Children, non-minor dependents, enrolled member Parents and Caregivers of youth and children involved with child welfare.

i. MCP and County must coordinate to ensure that Members receiving County Child Welfare Services are directly referred to MHP for an SMHS assessment pursuant to BHIN 21-073 if they, or an individual acting on their behalf, contacts the MCP access line or the MHP seeking help.

ii. MCP must ensure that Members are provided with all Medically Necessary Covered Services, as identified by the assessments and communicated to MCP, in a timely and coordinated manner and in accordance with DHCS APLs 22-005, 22-006, and 22-028 or other forthcoming instructions.

iii. The Parties must develop a process for coordinating care for Members receiving County Child Welfare Services who are eligible for or are concurrently receiving Non-Specialty Mental Health Services ("NSMHS") and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

iv. MCP must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access NSMHS and SMHS through multiple pathways and are not turned away based on which pathway they rely on, including but not limited to adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

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6 The addition of Substance Use Disorder (SUD) services to care coordination for child welfare-involved populations addresses a critical treatment gap. Significantly higher rates of substance use exist among foster youth and their parents compared to the general population, often co-occurring with mental health issues. Parental substance use is a leading factor in child welfare involvement, making treatment essential for family reunification. Additionally, youth in foster care face elevated risks for developing substance use problems. This integration ensures comprehensive behavioral health support for all affected family members, improving outcomes during care transitions and into adulthood.

v. The Parties will share policies and procedures (or guidelines and education) for linking parents and/or caregivers who are also their enrolled members to Medi-Cal reimbursable court-ordered services, such as non-specialty mental health services. These policies and procedures (or guidelines and education) will also describe coordination around Medi-Cal services that can help prevent entry to Child Welfare, such as Community Health Workers, Community Supports, Enhanced Care Management, mental health, and primary care.

9. Quarterly Meetings.

A. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement activities, Quality Improvement outcomes, systemic and case-specific concerns, and communicating with others within their organizations about such activities. These meetings may be conducted virtually. The length and frequency of such meetings shall be mutually agreed upon by both parties.

i. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the County Responsible Person and appropriate County program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS and shall provide copies of these updates to the County Liaison.

iv. MCP and County will mutually agree upon data to be shared and tracked at the quarterly meetings to support quality improvement initiatives.

B. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by County, such as local county meetings, local community forums, Child and Family Team Meetings, and County

engagements, to collaborate with County in equity strategy and wellness and prevention activities.

C. AB 2083 SOC Local Interagency Leadership Team (ILT) Meetings. As stated in Section 4(e), County may invite MCP to participate in the appropriate AB 2083 meetings at the discretion of the ILT to discuss aligning care coordination activities wherever possible.

10.Quality Improvement. The Parties must develop Quality Improvement activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and Quality Improvement initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, service utilization, grievance data and Health care Effectiveness Data and Information Set (HEDIS) measures (as determined by Managed Care Accountability Set per reporting year). MCP must document these Quality Improvement activities in policies and procedures. The QI provisions in the MOU Templates are intended to encourage the parties to develop and document activities for how they will assess whether the MOU is improving care coordination and whole-person care and to develop mechanisms to evaluate whether the MOU is effective in achieving its goals. MOU Quality Improvement activities does not need to meet the Quality Improvement regulations governing MCPs and/or Quality Improvement regulations governing specific Third Party Entities. Any data required from the County to meet these requirements will be contingent upon the availability of such data from the Child Welfare Services/Case Management System (CWS/CMS) or replacement case management system CWS-California Automated Response and Engagement System (CWS-CARES) or other data provided by the State.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance related to sharing Members' data and information, the Parties may reference the CalAIM Data Sharing Authorization Guidance.[7]

A. **Data and/or Information Exchange.** MCP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for

[7] CalAIM Data Sharing Authorization Guidance VERSION 2.0, available at: CalAIM Data Sharing Authorization Guidance

supporting the timely and frequent exchange of Member information and data, which may include sharing authorization documentation and Member demographic, contact, behavioral, and physical health information; CANS data; diagnoses; relevant physical assessments and screenings for adverse childhood experiences; medications prescribed; documentation of social or environmental needs identified; individual nursing service plan ("INSP")/Case Plan; and known changes in condition that may adversely impact the Member's health and/or welfare; and, if necessary, obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

i. MCP must implement processes and procedures to ensure the Medical Records of those Members receiving County Child Welfare Services are readily accessible to ensure prompt information exchange and linkages to services, and to assist with ensuring that this population's complex needs remain met once Members are no longer involved with County Child Welfare and/or foster care.

ii. MCP must share the necessary information with County to ensure the County Liaison is made aware of Members who are enrolled in ECM and/or Community Supports and (i) are receiving County Child Welfare Services; (ii) have been involved with foster care in the past 12 months; (iii) are eligible for and/or enrolled in the Adoption Assistance Program;[8] or (iv) have received Family Maintenance services in the past 12 months, in order to improve collaboration between County and ECM to help ensure Members have access to all available services.

iii. MCP must collaborate with County to develop processes and implement strategies to ensure their systems share data, and work together to improve outcomes that require collaboration across systems, including process measures (such as appropriate cross-sector attendance at Child and Family Teams Meetings), utilization measures (such as timely and appropriate access to Medi-Cal for Kids and Teens services for each Member), and outcome measures (such as shorter intervals until placement stability, shorter time to reunification, social drivers of health disparity gap closure).

iv. If Member authorization is required, the Parties may agree to a standard consent form together to obtain a Member's authorization to share and use

[8] More information about the Adoption Assistance Program is available at http://www.cdss.ca.gov/inforesources/adoptions/adoption-assistance-program.

information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2. Understanding that investigations of abuse and neglect often require medical records, the County release of information form shall be acceptable by the MCP and subcontractor agencies. MCP will make efforts to facilitate records release to County to reach mandated 30-day emergency referral investigation period.

B. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026, or any subsequent version of the APL. MCP must make available an application programming interface that makes complete

and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

A. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and County should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, County and MCP must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless the MOU is terminated. If the dispute cannot be resolved within 30 Working Days of initiating such dispute or such other time period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

B. Disputes between MCP and County that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to CDSS (CWSHealth@dss.ca.gov). Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

C. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or otherwise set forth in local, State, and/or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., County cannot provide any service, financial aid, or other

benefit to an individual that is different, or is provided in a different manner, from that provided to others by County.

14. General.

A. **MOU Posting.** MCP must post this executed MOU on its website.

B. **Documentation Requirements**. MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the MediCal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

C. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be

i. delivered in person to the Notice Address;

ii. delivered by messenger or overnight delivery service to the Notice Address;

iii. sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or

iv. sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

D. **Delegation.** MCP may delegate its obligations under this MOU to a Fully 16 Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

E. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities

and obligations outlined within are required. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be

brought forth to the county for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

F. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. This MOU shall be reviewed on an annual basis and as necessary upon issuance of new guidelines by the State, to determine the need to incorporate any changes pursuant to new policies issued by state agencies, MCP contract changes, or for other factors deemed appropriate by the MCP and CWS agency. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity. This MOU may be terminated by either Party with ninety (90) days' written notice to the other Party, or immediately upon mutual written agreement of both Parties, or as otherwise required by State or federal law.

G. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

H. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

I. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

J. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

K. **Indemnification.** Each Party (“Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (“Indemnified Party”), its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

i. Any negligent or wrongful act or omission of the Indemnifying Party or its personnel in the performance of this MOU;

ii. Any breach of this MOU by the Indemnifying Party;

iii. Any violation of applicable laws, regulations, or third-party rights (including but not limited to HIPAA, confidentiality obligations, or data protection laws).

iv. This indemnification obligation shall survive the termination or expiration of this MOU.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California	Plumas County Department of Social Services
Signature:_____	Signature: _____
Name: Sonja Bjork	Name: Kevin Goss
Title: CEO	Title: Purchasing Agent
Notice Address: 4665 Business Center Dr. Fairfield, CA 94534	Notice Address: Dept. of Social Services 270 County Hospital Rd. Suite 207 Quincy, CA 95971
Date: _____	Date: _____

Approved as to form:

_____

Stephen Schofield, Attorney
County Counsel's Office

Exhibits A and B

Exhibit A
4. b

Name: Mark Bontrager
Title: Behavioral Health Director
Email: Mbontrager@partnershiphp.org
Phone: 707-419-7913
Address: 4665 Business Center Drive Fairfield, CA 94534

Name: Shahrukh Chishty
Title: Child Welfare Liaison Designee
Email: schishty@partnershiphp.org
Phone: 707-420-7830
Address: 4665 Business Center Drive Fairfield, CA 94534

Exhibit B
5. b

Child Welfare Liaison Designee

Name: Jennifer Bromby
Title: Acting Director
Email: jenniferbromby@countyofplumas.com
Phone: 530-283-6460
Address: 270 County Hospital Road, Suite 207 Quincy, CA 95971

Behavioral Health Director

Name: Sharon Sousa, LMFT
Title: Director
Email: ssousa@pcbh.services
Phone: 530-283-6307
Address: 270 County Hospital Road, Suite 207 Quincy, CA 95971 20

Exhibit C

Data Elements

The Parties may agree to additional data elements such as:

1. County and MCP will work collaboratively within the first year of executing the MOU to develop protocols for sharing information and how often this information will be shared at a minimum monthly in accordance with this MOU and state and federal privacy laws. Examples of the type of information that may be shared include:

A. From the County to the MCP:

i. List of providers delivering child welfare services

ii. Additional data required to facilitate referrals and coordinate care, such as:

a. Member demographic information
b. Member contact information
c. Behavioral and physical health information
d. CANS data

B. From the MCP to the County:

i. Relevant individualized health information, such as diagnoses, medications, and utilization, on an as-needed basis with proper consent.

ii. Data reflecting utilization, access and outcome metrics for the Members receiving child welfare services that are to be tracked in the MCP's up-todate database per Section 8(c)(i) of this MOU. Examples of metrics from Section 11(a) include:

1. Member demographic information
2. Member contact information
3. Diagnoses
4. Referral status
5. Behavioral and physical health information, including service utilization rates for non-specialty mental health services community supports, enhanced care management and community health worker services, emergency department and inpatient hospitalization data.
6. Medications prescribed
7. HEDIS measures in accordance with MCAS reporting requirements, as referenced in section 10 of this MOU.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign the CHVP agreement between Plumas County Public Health Agency and California Department of Public Health, Maternal, Child and Adolescent Health division for Enhanced Title XIX Federal Financial Participation rate reimbursement for skilled professional medical personnel and their direct clerical support staff; effective July 1, 2025; not to exceed $410,687; (No General Fund Impact)** (CHVP)**; approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign the CHVP agreement between Plumas County Public Health Agency and California Department of Public Health, Maternal, Child and Adolescent Health division, for Enhanced Title XIX Federal Financial Participation rate reimbursement for skilled professional medical personnel and their direct clerical support staff.

Background and Discussion:
The California Department of Public Health, Maternal Child and Adolescent Health Division, will reimburse expenditures up to $410,687 for the period July 1, 2025, to June 30, 2026. For Enhanced Title XIX Federal Financial Participation rate reimbursement for skilled professional medical personnel and their direct clerical support staff for administration of Maternal, Child, and Adolescent Health related programs.

Action:

Approve and authorize Chair to ratify and sign the CHVP agreement between Plumas County Public Health Agency and California Department of Public Health, Maternal, Child and Adolescent Health division for Enhanced Title XIX Federal Financial Participation rate reimbursement for skilled professional medical personnel and their direct clerical support staff; effective July 1, 2025; not to exceed $410,687; (No General Fund Impact) (CHVP); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (CHVP)

Attachments:
1. 6944 FINAL
2. CHVP 25-26 32 3 Attest of Compliance 5 23 25
3. CHVP 25-26 32 12 CPE 5 23 25
4. CHVP 25-26 32 14 TXIX Attestation 5 23 25
5. CHVP 2526 32 budget signed

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD FY 2025-2026

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit updated information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

AGENCY IDENTIFICATION INFORMATION

Please select the agreement or contract number for each of the applicable programs

MIECHV **Select MIECHV Agreement**

SGF EBHV **CHVP SGF EBHV 25-32**

SGF INNV 1.0 **Select SGF INNV 1.0 Agreement**

SGF INNV 2.0 **Select SGF INNV 2.0 Agreement**

Update Effective Date *(only required when submitting updates)* _____

Federal Employer ID#: **94-6000528** _____ FI$CAL ID#: _____

Complete Official Agency Name: **Plumas County Public Health Agency** _____

Business Office Address: **270 County Hospital Road Ste 206 Quincy CA 95971** _____

Agency Phone: **530 283 6330** _____ Agency Fax: **530-283-6110** _____

Agency Website: **www.plumascounty.us** _____

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Update Effective Date *(only required when submitting updates)* _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health, and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations, and policies with which it has certified it will comply.

Official authorized to commit the Agency to a CHVP Agreement

Name (Print): **Nicole Reinert** Title: **Director of Public Health** Original Signature: N Reinert Date: 5/23/25

Original Signature of MCAH Director

Name (Print): **Terri Smith** Title: **MCAH Director** Original Signature: Terri Smith Date: 5-27-25

☒ **CHECK BOX if remittance address is the same as above**

NO **Has Remittance Address changed from previous Fiscal Year? If YES: Complete CDPH9083 (Item 13 on AFA Checklist)**

REMITTANCE ADDRESS	
ALL PAYMENTS FROM CDPH TO THE CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS	
Contractor:	**Plumas County Public Health Agency**
Attention: "Cashier"	**DeLena Jones**
Address:	**270 County Hospital Road Ste 206 Quincy CA 95971**
Contact Number:	**530 283-6362**
Email:	**delenajones@countyofplumas.com**

Either party may make changes to the information above by giving written notice to the other party.

Said changes shall not require an amendment to this agreement but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

Always include this remittance address on your invoice.

SGF EBHV				AUTHORIZED TO SIGN?				
Contact	First Name	Last Name	Title	Budgets	Invoices	IF YES SELECTED, SIGN	Phone	Email Address
AGENCY EXECUTIVE DIRECTOR	Nicole	Reinert	Director of Public Health	YES	YES		530 283 6990	nicolereinert@countyofplumas.com
MCAH DIRECTOR	Terri	Smith	RN/PHN	YES	YES		530 283 6483	terrismith@countyofplumas.com
PROJECT COORDINATOR	Tina	Venable	Director of Nursing	NO	NO		530 283 6436	tinavenable@countyofplumas.com
FISCAL OFFICER	DeLena	Jones	Administrative Services Officer	NO	YES		530 283 6362	delenajones@countyofplumas.com
FISCAL CONTACT	DeLena	Jones	Administrative Services Officer	NO	YES		530 283 6362	delenajones@countyofplumas.com
CLERK OF THE BOARD or	Allen	Hiskey	Clerk of the Board	NO	NO		530 283 6170	pcbs@countyofplumas.com
CHAIR BOARD OF SUPERVISORS	Kevin	Goss	Supervisor District 2	NO	NO			pcbs@countyofplumas.com
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Nicole	Reinert	Director of Public Health	YES	YES		530 283 6362	nicolereinert@countyofplumas.com
ADDITIONAL CONTACTS								
				Select Ye	Select Ye			
				Select Ye	Select Ye			

Approved as to form:

Stephen Schofield, Attorney
County Counsel's Office

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Plumas County Public Health Agency

Agreement/Grant Number: CHVP SGF EBHV 25-32

Compliance Attestation for Fiscal Year: 2025-26

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Signed

Plumas County Public Health Agency

Agency Name

CHVP SGF EBHV 25 32

Agreement/Grant Number

Terri Smith

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

5/27/25

Date

Terri Smith

Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code**.** Notwithstanding Section 47610 of the Education Code**,** "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Certification Statement for the Use of Certified Public Funds

Pursuant to Code of Federal Regulations Title 42, Section 433.51, Public Funds as the State share of financial participation.

(a) Public Funds may be considered as the State's share in claiming FFP if they meet the conditions specified in paragraphs (b) and (c) of this section.

(b) The public funds are appropriated directly to the State or local Medicaid agency, or are transferred from other public agencies (including Indian tribes) to the State or local agency and under its administrative control, or certified by the contributing public agency as representing expenditures eligible for FFP under this section.

(c) The public funds are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.

Public Agency: Plumas County Public Health Agency

Address: 270 County Hospital Road Ste 206

City: Quincy State: CA Zip: 95971

Period Covered: 7/1/25-6/31/26 Fiscal Year: 2526

Grant Amount: $410,687 Recipient: Dr. Mark Satterfield

I HEREBY CERTIFY under penalty of perjury that:

1. I am the official responsible for the information contained in this certification statement and I am authorized to make this certification on behalf of the Public Agency.
    a. The information provided in this certification statement is true and correct and in accordance with state and federal law:
    b. This certification is based on actual, total expenditures made by the Public Agency of public funds that meet the requirements for claiming FFP.
2. The funds from units of government are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.
3. The costs contained in this certification statement have not previously been, nor will subsequently be used for federal match in this or any other program.
4. I understand that the making of false statements is punishable and constitutes violation of the Federal False Claims Act.

Signature: NReinert

Print name: Nicole Reinert

Title: Director of Public Health Date: 5/23/25

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided,

Plumas County Public Health Agency

has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2025/26, based on our review of all the criteria below:

- ☑ Professional Education and Training
- ☑ Job Classification
- ☑ Job Duties /Duty Statement
- ☑ Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- ☑ Organizational Chart
- ☑ Accurate, complete, and signed SPMP Questionnaire
- ☑ Active California License/Certification
- ☑ The undersigned hereby attests that he/she:
  - Has personally reviewed the criteria above and its supporting documentation and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
  - Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
  - Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
  - Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
  - Understands that CDPH may request additional information to substantiate the SPMP claims, and such information must be provided in a timely manner.

Plumas County Public Health Agency
Agency Name/Local Health Jurisdiction

Tina Venable, DON
Name and Title

Signature

5/27/25
Date

SPMP Attestation
Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Terri Smith	MCAH Coordinator	RN/PHN	RN/PHN	69056/519508
2	Jessica Coelho	CHVP Coordinator	Registered Dental Assistand	RDA	71735
3	Jana McDowell	Home Visitor	LVN	LVN	104889
4	Lauren Davis	Home Visitor	RN	RN	95188851
5	Heather Walls	Home Visitor	RN	RN	543742
6	Dorrie Philbeck	Home Visitor	RN	RN	95104213
7	Tina Venable	Director of Nursing	RN/PHN	RN/PHN	507127/60867
8					
9					
10					

ORIGINAL

California Department of Public Health — Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
2025-26	ORIGINAL	ACTIVE	0.00

Version 7.0 - 150 Quarterly

Program: California Home Visiting Program (EBHV)
Agency: CHVP 25-32 PLUMAS
SubK:

	UNMATCHED FUNDING					NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
	CHVP - EBHV			AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E	
	(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
ALLOCATION(S) →			410,687.00										#VALUE!

EXPENSE CATEGORY													
(I) PERSONNEL	236,771.20		236,771.20		0.00		0.00		0.00		0.00		0.00
(II) OPERATING EXPENSES	60,306.74		60,306.74		0.00		0.00		0.00		0.00		0.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	54,416.26		54,416.26		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	59,192.80		59,192.80		0.00		0.00		0.00		0.00		0.00
BUDGET TOTALS*	410,687.00	100.00%	410,687.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
BALANCE(S) →			0.00										

TOTAL CHVP - EBHV	410,687.00	→	410,687.00			[50%]	0.00			[25%]	0.00		
TOTAL TITLE XIX	0.00	→				[50%]	0.00	[50%]	0.00	[75%]	0.00	[75%]	0.00
TOTAL AGENCY FUNDS	0.00	→			0.00			[50%]	0.00			[25%]	0.00

$ 410,687.00 — **Maximum Amount Payable from State and Federal resources**

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Terri Smith — MCAH/PROJECT DIRECTOR'S SIGNATURE
10-2-25 — DATE
DeLena Jones — AGENCY FISCAL AGENT'S SIGNATURE
10/1/2025 — DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E
PCA Codes		51023				51021		53165		51022		53164
(I) PERSONNEL		236,771.20				0.00		0.00		0.00		0.00
(II) OPERATING EXPENSES		60,306.74				0.00		0.00		0.00		0.00
(III) CAPITAL EXPENSES		0.00				0.00		0.00		0.00		0.00
(IV) OTHER COSTS		54,416.26				0.00		0.00		0.00		0.00
(V) INDIRECT COSTS		59,192.80				0.00		0.00		0.00		0.00
Totals for PCA Codes	410,687.00	410,687.00				0.00		0.00		0.00		0.00

California Department of Public Health (CDPH) Maternal, Child and Adolescent Health Division

Program: California Home Visiting Program (EBHV)
Agency: CHVP 25-32 PLUMAS
SubK:

			UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
			CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E		
		(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
(II) OPERATING EXPENSES DETAIL							% TRAVEL NON-ENH MATCH 0.00%				% TRAVEL ENH MATCH 0.00%				% PERSONNEL MATCH 0.00%
	TOTAL OPERATING EXPENSES	**60,306.74**		**60,306.74**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	Match Available
	TRAVEL	27,310.00	100.00%	27,310.00		0.00	0.00%	0.00		0.00		0.00		0.00	**0.00%**
	TRAINING	15,190.00	100.00%	15,190.00		0.00	0.00%	0.00		0.00		0.00		0.00	**0.00%**
1	Postage	1,456.00	100.00%	1,456.00		0.00	0.00%	0.00		0.00					**0.00%**
2	Phones charges and IT service fee.	6,879.74	100.00%	6,879.74		0.00	0.00%	0.00		0.00					**0.00%**
3	Office Supplies	1,800.00	100.00%	1,800.00		0.00	0.00%	0.00		0.00					**0.00%**
4	PAT Affiliate renewal fee	2,200.00	100.00%	2,200.00		0.00	0.00%	0.00		0.00					**0.00%**
5	Model Certified Individual renewal fee	1,320.00	100.00%	1,320.00		0.00	0.00%	0.00		0.00					**0.00%**
6	yearly calibrations on equipment	2,000.00	100.00%	2,000.00		0.00	0.00%	0.00		0.00					**0.00%**
7	VisitTracker annual subscription	999.00	100.00%	999.00		0.00	0.00%	0.00		0.00					**0.00%**
8	Printing charges	1,152.00	100.00%	1,152.00		0.00	0.00%	0.00		0.00					**0.00%**
9				0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00					

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL														
	TOTAL CAPITAL EXPENDITURES			0.00		0.00		0.00		0.00				

(IV) OTHER COSTS DETAIL															% PERSONNEL MATCH 0.00%
	TOTAL OTHER COSTS	**54,416.26**		**54,416.26**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	
	SUBCONTRACTS														
1				0.00		0.00		0.00		0.00		0.00		0.00	
2				0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00	
6				0.00		0.00		0.00		0.00		0		0	
7				0.00		0.00		0.00		0.00		0		0	
8				0.00		0.00		0.00		0.00		0		0	
	OTHER CHARGES														Match Available
1	Community Outreach Family Meetings	3,240.00	100.00%	3,240.00		0.00	0.00%	0.00		0.00					**0.00%**
2	Family Support Materials	20,000.00	100.00%	20,000.00		0.00	0.00%	0.00		0.00					**0.00%**
3	Educational Materials for Families	19,679.26	100.00%	19,679.26		0.00	0.00%	0.00		0.00					**0.00%**
4	Media/Outreach Materials	8,000.00	100.00%	8,000.00		0.00	0.00%	0.00		0.00					**0.00%**
5	Community Advisory Board	900.00	100.00%	900.00		0.00	0.00%	0.00		0.00					**0.00%**
6	Koala Changing Station	300.00	100.00%	300.00		0.00	0.00%	0.00		0.00					**0.00%**
7	Materials necessary for infant massage training.	797.00	100.00%	797.00		0.00	0.00%	0.00		0.00					**0.00%**
8	translation service	1,500.00	100.00%	1,500.00		0.00	0.00%	0.00		0.00					**0.00%**

(V) INDIRECT COSTS DETAIL														
	TOTAL INDIRECT COSTS	**59,192.80**		**59,192.80**		**0.00**		**0.00**		**0.00**				
25.00%	**of Total Wages + Fringe Benefits**	59,192.80	100.00%	59,192.80		0.00	0.00%	0.00		0.00				

California Department of Public Health (CDPH) Maternal, Child and Adolescent Health Division

Program:	California Home Visiting Program (EBHV)
Agency:	CHVP 25-32 PLUMAS
SubK:	

(I) PERSONNEL DETAIL

						UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
						CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E			
					(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
					TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
			TOTAL PERSONNEL COSTS		236,771.20		236,771.20		0.00		0.00		0.00		0.00		0.00		
		FRINGE BENEFIT RATE	42.43%		70,534.20		70,534.20		0.00		0.00		0.00		0.00		0.00		
				TOTAL WAGES	166,237.00		166,237.00		0.00		0.00		0.00		0.00		0.00		
	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES													J-Pers MCF Per Staff	Staff Traveling (X)
1	Terri Smith	MCAH Director	15.00%	103,547.00	15,532.00	100.00%	15,532.00		0.00		0.00		0.00		0.00		0.00	45.00%	
2	Jessica Coelho	CHVP Coordinator	75.00%	55,511.00	41,633.00	100.00%	41,633.00		0.00		0.00		0.00		0.00		0.00	45.00%	
3	Lauren Davis	Home Visitor	45.00%	65,016.00	29,257.00	100.00%	29,257.00		0.00		0.00		0.00		0.00		0.00	45.00%	
4	Tina Venable	Director of Nursing	5.00%	169,077.00	8,454.00	100.00%	8,454.00		0.00		0.00		0.00		0.00		0.00	45.00%	
5	Heather Walls	Home Visitor	35.00%	73,226.00	25,629.00	100.00%	25,629.00		0.00		0.00		0.00		0.00		0.00	45.00%	
6	Jana McDowell	Home Visitor	40.00%	66,195.00	26,478.00	100.00%	26,478.00		0.00		0.00		0.00		0.00		0.00	45.00%	
7	DeLena Jones	Administrative Services Officer	11.70%	96,674.00	11,311.00	100.00%	11,311.00		0.00		0.00		0.00		0.00		0.00	45.00%	
8	Vacant	Home Visitor	12.00%	66,195.00	7,943.00	100.00%	7,943.00		0.00		0.00		0.00		0.00		0.00	45.00%	
9					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
10					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
11					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
12					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
13					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
14					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
15					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
16					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
17					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
18					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
19					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
20					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
21					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
22					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
23					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
24					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
25					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
26					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
27					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
28					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
29					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
30					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
31					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
32					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
33					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
34					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
35					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
36					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
37					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
38					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
39					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
40					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
41					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
42					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
43					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health (CDPH) Maternal, Child and Adolescent Health Division

Program:	California Home Visiting Program (EBHV)	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:	CHVP 25-32 PLUMAS	CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E			
SubK:		(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
		TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
44		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
45		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
46		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
47		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
48		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
49		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
50		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
51		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
52		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
53		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
54		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
55		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
56		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
57		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
58		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
59		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
60		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
61		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
62		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
63		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
64		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
65		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
66		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
67		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
68		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
69		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
70		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
71		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
72		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
73		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
74		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
75		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
76		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
77		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
78		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
79		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
80		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
81		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
82		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
83		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
84		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
85		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
86		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
87		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
88		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
89		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
90		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
91		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
92		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
93		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
94		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health (CDPH) Maternal, Child and Adolescent Health Division

Program: California Home Visiting Program (EBHV)
Agency: CHVP 25-32 PLUMAS
SubK:

						UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
						CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E			
					(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
					TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
95					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
96					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
97					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
98					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
99					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
100					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
101					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
102					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
103					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
104					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
105					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
106					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
107					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
108					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
109					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
110					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
111					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
112					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
113					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
114					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
115					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
116					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
117					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
118					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
119					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
120					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
121					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
122					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
123					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
124					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
125					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
126					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
127					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
128					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
129					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
130					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
131					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
132					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
133					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
134					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
135					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
136					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
137					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
138					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
139					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
140					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
141					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
142					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
143					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
144					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
145					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Program:	California Home Visiting Program (EBHV)				UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:	CHVP 25-32 PLUMAS				CHVP - EBHV		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E			
SubK:					(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
					TOTAL FUNDING	%	CHVP - EBHV	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
146					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
147					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
148					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
149					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
150					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION to approve and accept grant agreement number 25-10614 from the California Department of Public Health, California Sexually Transmitted Diseases Branch, for $462,969.00; (No General Fund Impact)** (DIS)**; approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors ratify and approve the resolution to approve and accept grant agreement number 25-10614 from the California Department of Public Health, California Sexually Transmitted Diseases Branch, for $462,969.00.

Background and Discussion:

The State of California – Health and Human Services Agency, California Department of Public Health, has authority to grant funds for the Disease Intervention Specialist Workforce Development project under Health and Safety Code, Section 131085(a); the funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends, and rapidly respond to changes in disease trends and outbreaks of sexually transmitted infections (STIs), human immunodeficiency virus (HIV), hepatitis C virus (HCV), and mpox.

Action:

Adopt **RESOLUTION** to approve and accept grant agreement number 25-10614 from the California Department of Public Health, California Sexually Transmitted Diseases Branch, for $462,969.00; (No General Fund Impact) (DIS); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (DIS)

Attachments:

1. 6948 FINAL
2. 6948 Grant Agreement FINAL
3. DIS Workforce Development Grant_Grant Activities

RESOLUTION NO. 25-_____

RESOLUTION TO APPROVE AND ACCEPT GRANT AGREEMENT NUMBER 25-10614 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH, FOR $462,969.00.

WHEREAS, the State of California – Health and Human Services Agency, California Department of Public Health, has authority to grant funds for the Disease Intervention Specialist Workforce Development project under Health and Safety Code, Section 131085(a);

WHEREAS, the funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends, and rapidly respond to changes in disease trends and outbreaks of sexually transmitted infections (STIs), human immunodeficiency virus (HIV), hepatitis C virus (HCV), and mpox.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors, County of Plumas, State of California, does hereby

1) Approve Grant Agreement Number 25-10614 from the California Department of Public Health, California Sexually Transmitted Diseases Branch, in the amount of $462,969.00, beginning July 01, 2025, and terminating on June 30, 2030;
2) Authorize the Director of Public Health to sign the Grant Agreement and all future amendments to Agreement Number 25-10614.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Board of Supervisors hereby ratifies Grant Agreement Number 25-10614, effective July 01, 2025.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of November 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

_____

Stephen Schofield, Attorney
County Counsel's Office

CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Plumas, hereinafter "Grantee"

"Disease Intervention Specialist (DIS) Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 25-10614

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

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

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Disease Intervention Specialist (DIS) Workforce Development grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $462,969.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 01, 2025, and terminates on June 30, 2030. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2030.

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

California Department of Public Health	**Grantee: County of Plumas**
Name: Alexia McGonagle, Assistant Branch Chief, STD Control Branch	Name: Tina Venable, Director of Nursing
Address: P.O. Box 997377, MS 7320	Address: 270 County Hospital Road, STE. 206
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Quincy, CA 95971
Phone: (279) 667-2164	Phone: (530) 283-6330
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: tinavenable@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Plumas**
Attention: Adriana Cervantes, Grant Manager	Attention: Tina Venable, Director of Nursing
Address: P.O. Box 997377, MS 7320	Address: 270 County Hospital Road, STE. 206
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Quincy, CA 95971
Phone: (279) 667-1464	Phone: (530) 283-6330
E-mail: Adriana.Cervantes@cdph.ca.gov	E-mail: tinavenable@countyofplumas.com

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

Remittance Address
Grantee: County of Plumas
Attention: DeLena Jones
Address: 270 County Hospital Road, STE. 206
City, ZIP: Quincy, CA 95971
Phone: (530) 283-6362
E-mail: delenajones@countyofplumas.com

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

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

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

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

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

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

Executed By:

Date: _____

Nicole Reinert
Director of Public Health
County of Plumas
270 County Hospital Road, STE. 206
Quincy, CA 95971

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Approved as to form:
Stephen Schofield, Attorney
County Counsel's Office

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $83,921,550 dollars in State local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant, funded by the AIDS Drug Assistance Program Rebate Fund. This Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections 120956 and 120972.2 of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80%

of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

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Funding will be allocated to sixty-one (61) local health jurisdictions (LHJ).

CDPH/STDCB included the following factors in the allocation model:

- These funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control HIV, STIs, HCV, and mpox.

- The original 2021 cycle of grant funds were allocated to LHJs using the United States Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by the California Conference of Local Health Officers and County Health Executives Association of California.
- Local deliverables with these funds will include activities related to expanded access to HIV/STI/HCV/mpox screening, testing, prevention services and materials for at risk populations. Activities should include increasing awareness and access to HIV/STI/HCV/mpox services, monitoring and responding to disease trends, delivering clinical expertise, providing timely treatment and prevention, notifying and providing partner services, linking patient and partners to prevention and care services including in atypical settings such as emergency departments and correctional facilities, and responding to outbreaks.
- Hiring priority should be given to front-line public health workforce DIS, DIS supervisors, PH nursing or other clinical, epidemiological staff and other roles that support the success of front-line DIS prevention, disease response and outbreak efforts.
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 to $131,418.

Authority for this new funding can be found at:

Bill Text: CA AB 116 | 2025-2026 | Regular Session | Chaptered:
https://legiscan.com/CA/text/AB116/id/3260237
SEC. 118.

AIDS Drug Assistance Program Rebate Fund:
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=120956.&lawCode=HSC
Chapter 228, Statues of 2004 (SB 1103)
Health and Safety Code section 120956

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$151,477	$302,953	$302,953	$302,953	$302,953	$1,363,289
Alpine County**	$50,072	$100,143	$100,143	$100,143	$100,143	$450,644
Amador County	$52,575	$105,149	$105,149	$105,149	$105,149	$473,171
City of Berkeley	$58,217	$116,434	$116,434	$116,434	$116,434	$523,953
Butte County	$65,365	$130,729	$130,729	$130,729	$130,729	$588,281
Calaveras County	$53,139	$106,278	$106,278	$106,278	$106,278	$478,251
Colusa County	$51,238	$102,475	$102,475	$102,475	$102,475	$461,138
Contra Costa County	$121,677	$243,353	$243,353	$243,353	$243,353	$1,095,089
Del Norte County	$51,488	$102,976	$102,976	$102,976	$102,976	$463,392
El Dorado County	$60,168	$120,336	$120,336	$120,336	$120,336	$541,512
Fresno County	$126,319	$252,638	$252,638	$252,638	$252,638	$1,136,871
Glenn County	$51,739	$103,477	$103,477	$103,477	$103,477	$465,647
Humboldt County	$58,484	$116,968	$116,968	$116,968	$116,968	$526,356
Imperial County	$65,258	$130,516	$130,516	$130,516	$130,516	$587,322
Inyo County	$51,240	$102,480	$102,480	$102,480	$102,480	$461,160
Kern County	$112,648	$225,296	$225,296	$225,296	$225,296	$1,013,832
Kings County	$60,040	$120,080	$120,080	$120,080	$120,080	$540,360
Lake County	$54,245	$108,490	$108,490	$108,490	$108,490	$488,205
Lassen County	$51,415	$102,830	$102,830	$102,830	$102,830	$462,735
City of Long Beach	$84,584	$169,168	$169,168	$169,168	$169,168	$761,256
Madera County	$60,726	$121,451	$121,451	$121,451	$121,451	$546,530
Marin County	$64,953	$129,905	$129,905	$129,905	$129,905	$584,573
Mariposa County	$51,192	$102,384	$102,384	$102,384	$102,384	$460,728
Mendocino County	$56,568	$113,136	$113,136	$113,136	$113,136	$509,112
Merced County	$68,407	$136,814	$136,814	$136,814	$136,814	$615,663
Modoc County	$50,561	$101,122	$101,122	$101,122	$101,122	$455,049
Mono County	$50,721	$101,442	$101,442	$101,442	$101,442	$456,489
Monterey County	$80,704	$161,408	$161,408	$161,408	$161,408	$726,336
Napa County	$60,274	$120,548	$120,548	$120,548	$120,548	$542,466
Nevada County	$56,335	$112,670	$112,670	$112,670	$112,670	$507,015
Orange County	$281,829	$563,657	$563,657	$563,657	$563,657	$2,536,457
City of Pasadena	$62,215	$124,429	$124,429	$124,429	$124,429	$559,931
Placer County	$72,639	$145,278	$145,278	$145,278	$145,278	$653,751
Plumas County	$51,441	$102,882	$102,882	$102,882	$102,882	$462,969
Riverside County	$210,045	$420,089	$420,089	$420,089	$420,089	$1,890,401
Sacramento County	$157,158	$314,315	$314,315	$314,315	$314,315	$1,414,418
San Benito County	$53,869	$107,738	$107,738	$107,738	$107,738	$484,821
San Bernardino County	$189,238	$378,476	$378,476	$378,476	$378,476	$1,703,142
San Diego County	$261,726	$523,452	$523,452	$523,452	$523,452	$2,355,534
San Joaquin County	$105,371	$210,741	$210,741	$210,741	$210,741	$948,335
San Luis Obispo County	$68,134	$136,267	$136,267	$136,267	$136,267	$613,202
San Mateo County	$98,628	$197,256	$197,256	$197,256	$197,256	$887,652
Santa Barbara County	$81,529	$163,058	$163,058	$163,058	$163,058	$733,761
Santa Clara County	$168,935	$337,870	$337,870	$337,870	$337,870	$1,520,415
Santa Cruz County	$67,652	$135,303	$135,303	$135,303	$135,303	$608,864
Shasta County	$60,413	$120,826	$120,826	$120,826	$120,826	$543,717

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Sierra County	$50,246	$100,492	$100,492	$100,492	$100,492	$452,214
Siskiyou County	$53,145	$106,289	$106,289	$106,289	$106,289	$478,301
Solano County	$77,710	$155,420	$155,420	$155,420	$155,420	$699,390
Sonoma County	$83,360	$166,720	$166,720	$166,720	$166,720	$750,240
Stanislaus County	$89,018	$178,035	$178,035	$178,035	$178,035	$801,158
Sutter County	$56,378	$112,756	$112,756	$112,756	$112,756	$507,402
Tehama County	$53,900	$107,799	$107,799	$107,799	$107,799	$485,096
Trinity County	$50,991	$101,982	$101,982	$101,982	$101,982	$458,919
Tulare County	$84,401	$168,801	$168,801	$168,801	$168,801	$759,605
Tuolumne County	$53,419	$106,838	$106,838	$106,838	$106,838	$480,771
Ventura County	$108,138	$216,276	$216,276	$216,276	$216,276	$973,242
Yolo County	$64,028	$128,056	$128,056	$128,056	$128,056	$576,252
Yuba County	$54,803	$109,606	$109,606	$109,606	$109,606	$493,227
Los Angeles	$3,299,258	$6,598,516	$6,598,516	$6,598,516	$6,598,516	$29,693,322
San Francisco	$1,123,180	$2,246,359	$2,246,359	$2,246,359	$2,246,359	$10,108,616
Total	**$9,324,626.00**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$83,921,550**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of Grant Activities and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this Agreement.

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

Adriana Cervantes
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Electronic invoice submissions can be transmitted via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Activities under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and /or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

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

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

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

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

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. The total budget for out-of-state travel shall not exceed five (5) percent of the total annual budget of this Grant.

Exhibit B
Budget Detail and Payment Provisions

6. Proper Use of Funds

A. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   1) Local health jurisdiction workforce members to support DIS workforce development activities.
   2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff (including staff listed in the budget as in-kind) to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH and shall not exceed five (5) percent of the total annual budget of this Grant Agreement.
   3) In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of disease intervention specialist workforce development activities.
   4) Costs associated with HIV/ STIs/HCV and mpox testing and treatment services and supplies.
   5) Provider education materials.
   6) Client education materials.
   7) The lease or other operational and maintenance support of vehicles or mobile testing units.
      a. The Grantee shall only use said vehicles for the performance of activities under the terms of this Agreement.
      b. The Grantee agrees that all operators of motor vehicles reimbursed by CDPH under the terms of this Agreement shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the Grantee shall ensure that anyone operating said vehicles possesses a State of California Class B Commercial Driver’s License and holds a Passenger Transport endorsement, if required by law.
      c. If any motor vehicle costs are reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
         i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined or more if required by law for the vehicle type. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with Agreement funds by CDPH under the terms of this Agreement to the Grantee.
         ii. The Grantee shall furnish a copy of the certificate of insurance to the Grant Manager within thirty (30) days of leasing the motor vehicle.

iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement and any extension period.
iv. The Grantee agrees to provide to the Grant Manager at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. In the event the Grantee fails to maintain insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement.

B. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   a. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other HIV/ STIs/HCV/ and mpox-related incentives (e.g., sleeping bags, tarps, clothing items, and hygiene kits). Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in HIV/ STIs/HCV/ and mpox control and prevention activities.
      b. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation.
   c. The value of the gift card incentive is limited to $50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at $25.00 for each Bicillin injection).
   d. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
   e. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
   f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
   g. The Grantee is responsible for the possession, security (e.g., will keep the BMMs or in a secure location), and accountability of the BMMs. The Grantee will complete a Distribution and Tracking log that will track and identify the date purchased, product name, product type, quantity, product number, denomination, total cost, recipient information, reason for distribution and date distributed for each of the BMMs. A copy of the Distribution and Tracking Log must be submitted with the quarterly invoice. The Distribution and Tracking Log must be kept for a minimum of five (5) years after the termination or expiration of the Grant. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

C. The funds for this Grant Agreement cannot be used for:
   1) Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events including but not limited to pens, mugs, t-shirts, posters, key chains, bumper stickers, etc. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
   2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
   3) Cash incentives paid to an individual.
   4) Scholarships paid to an individual or a school on behalf of an individual.
   5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
   6) Construction, renovation, improvement, or repair of property.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

Exhibit D
Additional Provisions

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete

Exhibit D
Additional Provisions

information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the

Exhibit D
Additional Provisions

procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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

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

5. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

Exhibit D
Additional Provisions

3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the

Exhibit D
Additional Provisions

Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

The local health department has the authority for STD Prevention and Control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx

2. Grantee's Responsibilities

The Grantee agrees to:

A. Direct activities toward achieving the program objectives set forth by the CDPH.

B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx

C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox screening, treatment, control and prevention as promulgated by:
   1. California Department of Public Health https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx
   2. Centers for Disease Control and Prevention https://www.cdc.gov/std/

D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

Exhibit E

STD Local Assistance Funds – Standards and Procedures

with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

E. Submit information and reports as requested by CDPH.

F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record
All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf

All Grantees, excluding Los Angeles and San Francisco, must enter HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf

2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; samples of these forms can be viewed at https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx. Grantees will complete and close investigations in CalREDIE or CalCONNECT within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

For STD case definitions, please visit https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx

For frequently asked questions, manuals/guidelines, and forms/instructions. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx

Los Angeles and San Francisco Grantees must report the data outlined above to CDPH via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE or CalCONNECT data elements.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

A. CDPH reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit F
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, Use, or Disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential Information" means information that:

1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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D. PCI: "PCI" means "Personal Information" and "Confidential Information" (as these terms are defined herein).

E. Personal Information: "Personal Information" means information, in any medium (paper, electronic, oral) that:

1. directly identifies or uniquely describes an individual; or

2. could be Used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from Disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted Breach; or

2. the attempted or successful unauthorized access or Disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission; or

5. an information Security Incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

6. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

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G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.

IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or Disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is required by state or federal law.

V. [Reserved]

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its Workforce Member(s) who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise Use or Disclose CDPH PCI.

A. The Contractor shall require Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.

C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.

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X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor Workforce Member(s) under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Contractor as of the first day on which such Breach or Security Incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is a Workforce Member(s) or agent of the Contractor.

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident

2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

3. any action pertaining to a Breach required by applicable state and federal laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly Disclosed to them;

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3. a description of where the CDPH PCI is believed to have been improperly Used or Disclosed;

4. a description of the probable and proximate causes of the Breach or Security Incident; and

5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.

C. Written Report(s): The Contractor shall provide written report(s) of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested. The report(s) shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PCI regarding such Breach or Security Incident.

D. Notification to Individuals: If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such Disclosures of CDPH PCI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of Personal Information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor as it may relate to CDPH, to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further Use or Disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that state and federal laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, Workforce Member(s) or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, Workforce Member(s) or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with state and federal laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Member(s) Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.

C. ***Workforce Member(s) Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.***

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

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D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret **plus**: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

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G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***Reauthentication.*** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	**AAL 2**	**AAL 3**
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

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M*. *Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. *System Security Review.* Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, Use, Disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. *Change Control.* All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. *Emergency Mode Operation Plan.* Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. *CDPH PCI Backup Plan.* Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. *Supervision of CDPH PCI.* CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor Workforce Member(s), the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. *Escorting Visitors.* Visitors who are not authorized to see CDPH PCI must be escorted by authorized Workforce Member(s) when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. *Removal of CDPH PCI.* CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. *Faxing and Printing.* Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

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E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

1. Service Overview

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

The Grantee must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by the California Department of Public Health (CDPH)/STD Control Branch (STDCB). CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, when possible, notification of such changes shall be made 30 days prior to implementation. Any updates to the Grant Activities or additional guidance can be found at the STI/HCV Local Assistance Funding SharePoint site.

2. Service Location

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Project Representative

The project representative for the DIS Workforce Development Grants at CDPH/STDCB is Adriana Cervantes at Adriana.Cervantes@cdph.ca.gov.

5. Services to be Performed

See the attached Grant Activities as follows for a description of the services to be performed.

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
A. Required Activity Scale-up implementation of prevention: doxycycline as pre- or post- exposure prophylaxis (doxy-PEP), HIV PEP/PrEP, vaccines to prevent mpox. Allowable activities can include the following: • Purchase of medications, including starter packs for doxy-PEP or HIV PEP/PrEP, and mpox vaccine or other preventative medications or vaccines that become available. • Development and implementation of patient and provider education and communication materials. • Monitoring and evaluation activities including information system improvements to allow for collection of data about doxy-PEP implementation.	**A. Required Data Collection**: • Number of individuals receiving doxyPEP • Number of individuals receiving HIV PrEP and HIV PEP • Number of individuals receiving vaccines • Patient education or training materials developed or distributed	07/01/25 – 06/30/30 Reported at least annually

B. Required Activity
Increase awareness of and access to testing for people at risk for STIs, HIV, HCV, and mpox and other emerging infections for at risk populations.
	B. Required Data Collection
	• Number of self-tests (over the counter) ordered/number distributed
	• Number of CLIA-waived tests performed by specific infection (e.g., syphilis/HIV/HCV)
	• For CLIA-waived tests:
	  • Number of CLIA-waived positive tests/total, number of CLIA-waived tests performed, by test type (STI/HCV/HIV)
	  • Number of individuals initiating treatment/total number of positive individuals for whom treatment was indicated, by specific infection
	• When possible, stratify the above data points by gender identity, sexual orientation, and sex assigned at birth
		07/01/25 – 06/30/30
		
		Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
C. Required Activity Maintain the workforce through hiring or retention of disease investigation staff and supervisors, PH nursing or other clinical staffing, epidemiological staff and other roles that support successful disease prevention, treatment, investigation and partner services focusing on disease prevention, treatment and investigation. Closely monitor surveillance and respond to disease trends by providing disease investigation and clinical consultation or expertise to ensure timely STI/HIV/HCV/mpox prevention, treatment and partner notification & services and rapidly respond to changing disease trends or outbreaks.	**C. Required Data Collection** • Number of full-time equivalents funded, by staff type • Number of individuals hired, rehired or able to be retained with these funds • Complete surveys and other requests from CDPH for workforce assessments, and retention measures	07/01/25 – 06/30/30 Reported at least annually
D. Required Activity Incorporate a focus on diversity, health equity, and inclusion by delineating goals for hiring, retention and training a diverse workforce across all levels who are representative of and have language competence for the local communities they serve.	**D. Required Data Collection** • Description of how LHJ will retain, or recruit DIS and other support staff from impacted communities • Description of training plan for new DIS that maximizes opportunities for a diverse workforce across all levels	07/01/25 – 06/30/30
E. Required Activity Train new and existing staff in core public health competencies for STI, HIV, HCV, and mpox disease investigation, case definition, appropriate treatment and prevention with DoxyPEP, HIV PEP/PrEP, vaccines or other preventative medications or vaccines that become available.	**E. Required Data Collection** • Number of DIS and managers completing CDPH HIV PrEP/PEP and doxy PrEP/PEP module (LCB webinar Oct 14, 2025, or asynchronous module available Nov 2025) / total number of all disease investigators and managers • Number of disease investigators and managers that have completed CDPH DIS advisorship/total number of disease investigators • Annual list of trainings completed by disease investigation and support staff regardless of funding source, including CDPH advisorship, and any other trainings for STIs/HIV/HCV/mpox	07/01/25 – 06/30/30 Reported at least annually

Activities	Performance Indicators	Timeline
F. Required Activity Monitor data, clear backlogged STI/HIV/HCV and mpox cases and respond to emerging infectious diseases. Support timely and effective response to incident infections and outbreaks for STI/HIV/HCV and mpox and emerging infectious diseases.	**F. Required Data Collection** • Percent of pregnant syphilis cases that were open >45 days • Percent of non-pregnant syphilis cases, including males, that were open >30 days • Percent of disseminated gonococcal infections that were open >14 days • Number and percent of infants 2-36 months of age with a HCV RNA positive result for which a Perinatal Hepatitis C Case Report Form (CDPH 8704) was not submitted in CalREDIE with a Process Status of "Closed by LHD" within 60 days of the Episode Date • Number and percent of infants 18-36 months of age with a reactive HCV antibody result and no known RNA at the time of initial case report who did not receive RNA testing within 60 days of the HCV antibody episode date • Number and percent of acute hepatitis C cases for which an Acute Hepatitis C Case Report Form (CDPH 8703) was not submitted in CalREDIE with a Process Status of "Closed by LHD" within 60 days of the Episode Date (Target: <10 percent) • Percent of pregnant people with HIV cases open >30 days • Percent of infants exposed to HIV in-utero that were open >30 days • Percent of acute HIV cases open >30 days • Description of outbreak detection and response activities	07/01/25 – 06/30/30 Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
G. Required Activity Input data into CalREDIE, CalCONNECT, or other surveillance or case management database approved by CDPH to monitor project outcomes, including data specific to all stages of syphilis and complications including neuro ocular or oto syphilis; congenital syphilis; disseminated or antibiotic-resistant gonococcal infection; HIV; HCV; mpox and other emerging STIs.	**G. Required Data Collection** • Complete data elements as required (specific to disease process)	07/01/25 – 06/30/30
H. Optional Activity Establish and update policies as needed to support adaptable, agile and timely outbreak response efforts, including outbreak detection.	• Updated policies provided	07/01/25 – 06/30/30
I. Optional Activity Increase access to trainings and materials for providers and for outreach to people at risk for STI/HIV/HCV/mpox.	• Number of training sessions performed, with number of attendees present • Number of providers receiving resources • Number and type of resources distributed to people at risk for STIs (educational materials and/or safer sex supplies)	07/01/25 – 06/30/30 Reported at least annually

Summary of Required Reports and Data

Frequency	[1]Timeframe	[2]Deadline	Activities	Report Recipient
1. Annual 2. Final report after the grant ends (to be determined).	07/01/2025 – 06/30/2030	To be determined	CDPH will provide reporting template/survey for Grantees to complete.	To be determined

[1] Timeframe dates are subject to change and will not require an amendment to the Grant Agreement.
[2] Deadline dates are subject to change and will not require an amendment to the Grant Agreement.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Works and Q&D Construction LLC to construct a 1.5" asphalt overlay on Beckwourth-Calpine Rd (A23) (CR 109); effective October 27, 2025; not to exceed $1,207,530; (No General Fund Impact), road funds; approved as to form by County Counsel.**

Recommendation:
The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Q&D Construction LLC, totaling $1,207,530, to construct the 1.5" overlay on Beckwourth-Calpine Rd (A23) (CR 109).

Background and Discussion:
The Department of Public Works is utilizing STIP funding for an asphalt overlay on A23 from the Sierra County line to Marble Hot Springs Rd.

The Department of Public Works produced plans in-house and posted an invitation for bids for the construction work pertaining to the required overlay, bid opening was October 22, 2025. Q&D Construction LLC was the lowest responsible bidder at $1,207,530. Public works received a total of seven bids. See attached bid results. After some research, it has been determined that Q&D Construction has the required insurance, bonding and availability to provide the required services. The attached services agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Q&D Construction LLC to construct a 1.5" asphalt overlay on Beckwourth-Calpine Rd (A23) (CR 109); effective October 27, 2025; not to exceed $1,207,530; (No General Fund Impact), road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road fund.

Attachments:
1. Contract Agmt Q&D Const LLC and Plumas County
2. Bid-Results
3. A23-PAVING_SET--s

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and **Q&D Construction LLC, 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 one million two hundred and seven thousand and five hundred and thirty and 0/100 dollars ($1,207,530.00) (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 September 1, 2026, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-8 contractor, issued by the State of California, No. 689745.

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 Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

AH COUNTY INITIALS

CONTRACTOR INITIALS

Contractor:

Q&D Construction LLC
1050 S 21st St
Sparks, NV 89431
Attention: Lance Semenko

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.

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.

44. 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, the parties hereto have executed this Agreement as of the date last written below.

CONTRACTOR:

Q&D Construction LLC
a California corporation

By: _____
Name: Jeff Bean
Title: President
Date: 10-27-2025

By: _____
Name: Brett Amesbury
Title: Project Director
Date: 10-27-2025

COUNTY:

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

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

ATTEST:

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

Approved as to form:

_____
Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Road Name: **Beckwourth-Calpine Rd (A23) (CR 109)**

Plumas County Department of Public Works is currently soliciting formal bids for a contractor to provide a 1.5" HMA overlay on the above referenced road.

The work shall comply with the attached plans.

EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

ITEM NO.	F	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1		12 0090	CONSTRUCTION AREA SIGNS	LS	1	$11,000.00	$11,000.00
2		12 0100	TRAFFIC CONTROL SYSTEM	LS	1	$79,799.00	$79,799.00
3		13 0100	JOB SITE MANAGEMENT	LS	1	$4,200.00	$4,200.00
4		13 0201	WATER POLLUTION CONTROL PROGRAM	LS	1	$2,025.00	$2,025.00
5		19 0185	SHOULDER BACKING	TON	762	$59.00	$44,958.00
6		39 0095	REPLACE ASPHALT CONCRETE SURFACING	CY	~~250~~ 4	$1,538.00	$6,152.00
7		39 0132	HOT MIX ASPHALT (TYPE A)	TON	5,850	$153.00	$895,050.00
8		39 7005	TACK COAT	TON	4	$5,540.00	$22,160.00
9		84 0656	PAINT TRAFFIC STRIPE (2-COAT)	LF	59,925	$0.88	$52,734.00
10		99 9990	MOBILIZATION	LS	1	$89,452.00	$89,452.00

TOTAL BID $1,207,530.00

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.

4. 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.

AH COUNTY INITIALS

CONTRACTOR INITIALS

5. The County shall not have any responsibility to make payments to any subcontractor or supplier.

6. 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.

7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY PUBLIC WORKS

BID RESULTS

Project Location:	*Beckwourth-Calpine Rd*
Project Description:	*A23 Overlay*
Prepared For:	*PCPW*
Date:	*October 23, 2025*
Prepared By:	*AH*

Bids:

Company	*Bid Amount*
Martin Brothers	*$1,955,035*
SNC	$1,477,007
Stimpel	$1,314,642
All American	$1,287,045
St Rhoades	$1,215,258
Hat Creek	$1,209,000
Q&D	**$1,207,530**

Bold = Lowest Responsible Bidder

PLUMAS COUNTY

DEPARTMENT OF PUBLIC WORKS

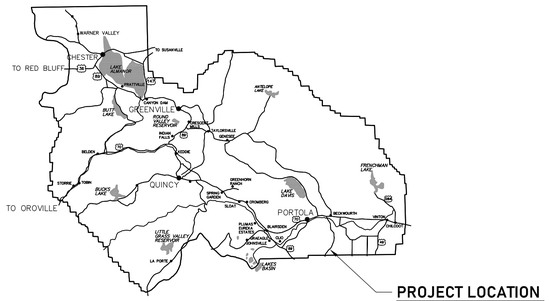
COUNTY OF PLUMAS
DEPARTMENT OF PUBLIC WORKS

PLANS FOR PAVEMENT REHABILITATION WORK ON BECKWOURTH-CALPINE RD (A23) (CR 109) TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS & SPECIFICATIONS, 2024.

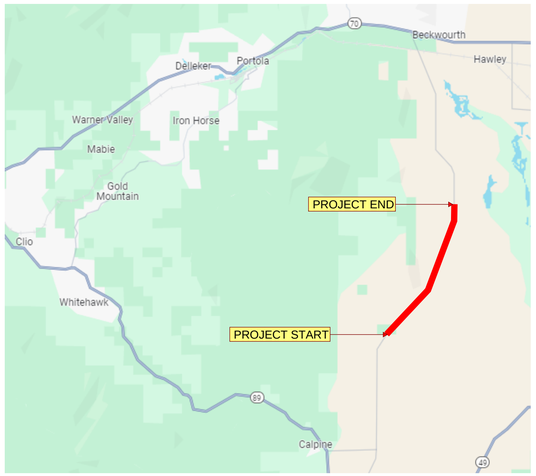
INDEX TO PLANS

SHEET NO.	TITLE
1	TITLE SHEET
2	QUANTITIES / DETAILS
3	STATIONS 0+00 - 16+00
4	STATIONS 16+00 - 32+00
5	STATIONS 32+00 - 48+00
6	STATIONS 48+00 - 64+00
7	STATIONS 64+00 - 80+00
8	STATIONS 80+00 - 96+00
9	STATIONS 96+00 - 112+00
10	STATIONS 112+00 - 128+00
11	STATIONS 128+00 - 144+00
12	STATIONS 144+00 - 160+00
13	STATIONS 160+00 - 176+00
14	STATIONS 176+00 - 192+00
15	STATIONS 192+00 - 199+75

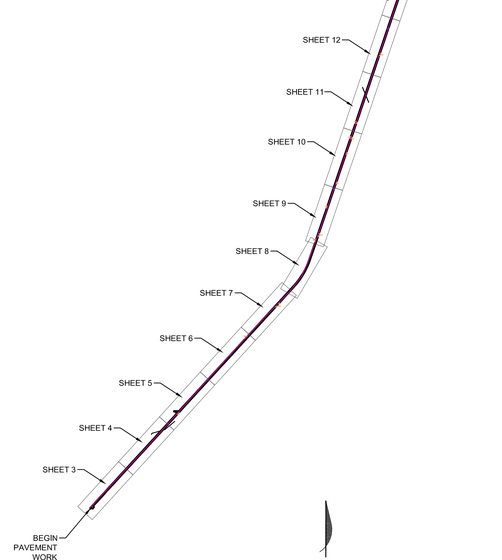
STATE MAP
NO SCALE



COUNTY MAP
NO SCALE



1 PROJECT LOCATION MAP



SHEET LEGEND
SCALE: 1"=4000' (11x17)
SCALE: 1"=2000' (22x34)

CALTRANS STANDARD PLANS - 2024

A3A
A3B
A3C
A10A
A10B
A10C
A10D
A10E
A20A
A20B
P75

POINT NO.	NORTHING	EASTING	ELEVATION	POINT NAME
1	1786672.626	7015713.624	4912.374	ACP-1
2	1788224.008	7016690.940	4912.251	ACP-2
3	1790090.799	7017323.918	4908.106	ACP-3
4	1791260.439	7017715.452	4906.750	ACP-4
5	1792071.086	7017992.032	4910.120	ACP-5
6	1794053.469	7018663.505	4909.151	ACP-6
7	1795198.716	7019050.938	4910.927	ACP-7
8	1797065.674	7019597.079	4898.259	ACP-8
9	1798192.137	7019598.490	4893.945	ACP-9
10	1798361.942	7019585.764	4893.160	ACP-10
11	1781292.775	7010812.706	4920.747	ACP-11
12	1781605.414	7011057.097	4919.987	ACP-12
13	1782228.088	7011643.629	4918.287	ACP-13
14	1783043.112	7012391.006	4916.259	ACP-14
15	1783963.941	7013235.030	4914.269	ACP-15
16	1785270.264	7014431.952	4910.353	ACP-16

2 SURVEY CONTROL

NOTE:
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO WORK WITH THE LOCAL UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITY SERVICE LINES WITHIN THE PROJECT LIMITS PRIOR TO ANY EXCAVATION WORK. UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA (811) 227-2600 OR (800) 227-2600

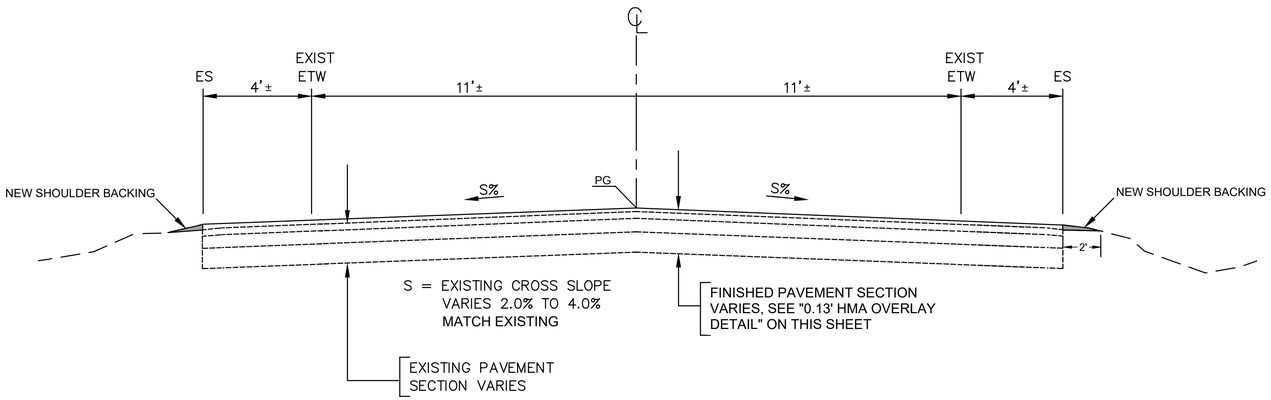
ROBERT THORMAN, P.E. - PLUMAS COUNTY
9/17/25
PLANS APPROVAL DATE

APPROVED FOR CONSTRUCTION

PAVEMENT REHABILITATION FOR:
BECKWOURTH-CALPINE RD (A23) (CR 109)
TITLE SHEET

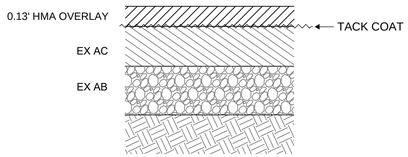
JOB NO.	POST MILE
143	0.00 - 3.80

PLAN SHEET (REV. #)
SCALE IN INCHES 0 1 2 3
UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##
REV 1.0 | SHEET 1 | OF 15



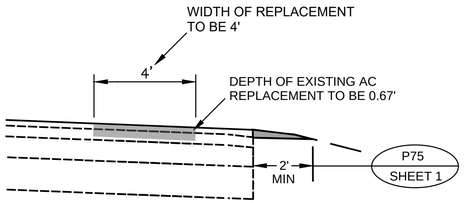
TYPICAL ROADWAY SECTION
(TYPICAL ALONG ALIGNMENT UNLESS SPECIFIED OTHERWISE)

SCALE: NTS



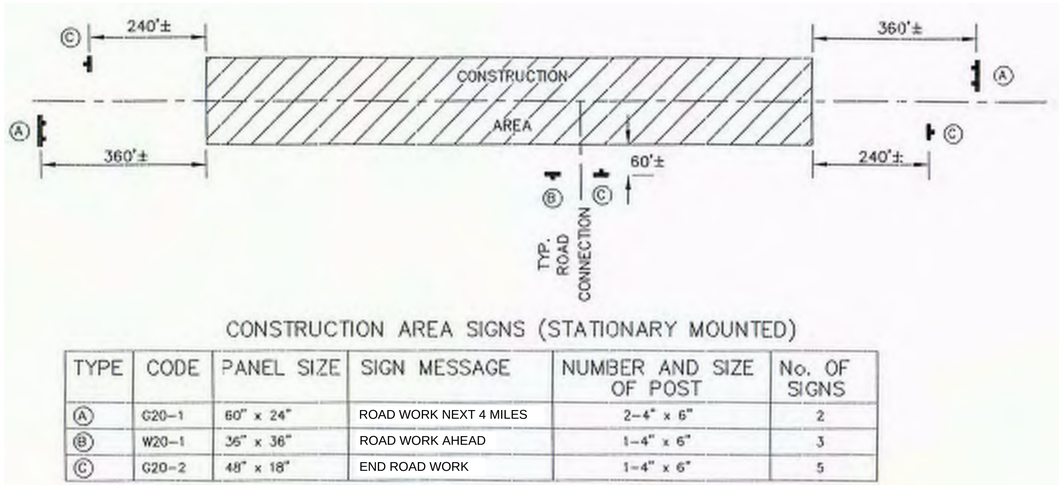
0.13' HMA OVERLAY DETAIL

SCALE: NTS



REPLACE ASPHALT CONCRETE SURFACING

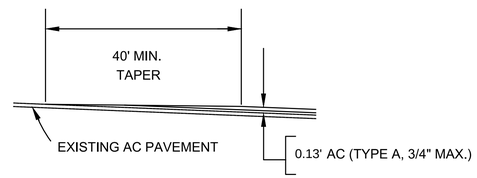
APPLICABLE STATIONS:
36+38 - 36+69, 31 LF (1.53 CY)
65+19 - 65+54, 35 LF (1.73 CY)
66 LF TOTAL



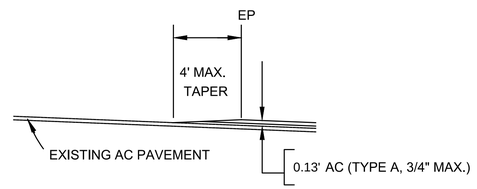
CONSTRUCTION AREA SIGNS (STATIONARY MOUNTED)

TYPE	CODE	PANEL SIZE	SIGN MESSAGE	NUMBER AND SIZE OF POST	No. OF SIGNS
Ⓐ	G20-1	60" x 24"	ROAD WORK NEXT 4 MILES	2-4" x 6"	2
Ⓑ	W20-1	36" x 36"	ROAD WORK AHEAD	1-4" x 6"	3
Ⓒ	G20-2	48" x 18"	END ROAD WORK	1-4" x 6"	5

1. DIMENSIONS OF THE STRUCTURAL SECTIONS ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. SUPERELVEATION AS SHOWN OR AS DIRECTED BY THE ENGINEER.
3. NOT ALL EXISTING UTILITY FACILITIES ARE SHOWN ON THESE PLANS.



MAINLINE CONFORM TAPER



CONFORM TAPER FOR PAVED ROAD CONNECTIONS

PAINT TRAFFIC STRIPE

APPLICABLE STATIONING	DETAIL 21	DETAIL 27B NB	DETAIL 27B SB	DETAIL 5	
0+00 - 6+47	647				
6+47 - 65+64				5917	
65+64 - 97+30	3166				
97+30 - 172+90				7560	
172+90 - 188+01	1511				
188+01 - 197+84				983	
197+84 - 199+75	191				
0+00 - 199+75					
SUBTOTALS	5515	19975	19975	14460	
				TOTAL	59925

ROADWAY QUANTITIES

APPLICABLE STATIONING	HMA (TYPE A)	TACK COAT	COLD PLANE ASPHALT CONCRETE PAVEMENT	REPLACE ASPHALT CONCRETE SURFACING	SHOULDER BACKING	APPLICABLE NOTES
APPLICABLE UNITS	TONS	TONS	SQYD	CY	TONS	
0+00 - 199+75	5850	4	0	4	762	

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

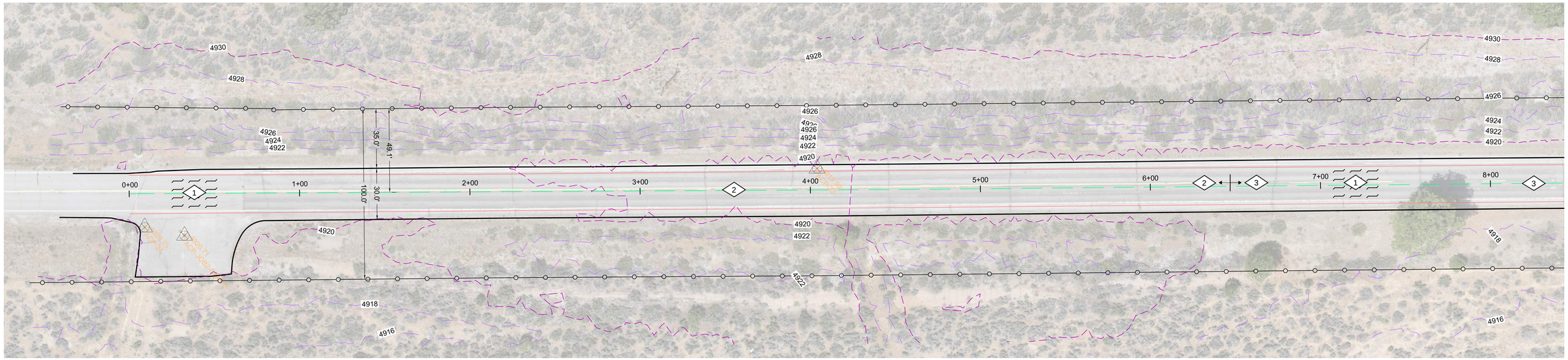
SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:
BECKWOURTH-CALPINE RD (A23) (CR 109)
QUANTITIES / DETAILS

JOB NO. 143
POST MILE 0.00 - 3.80

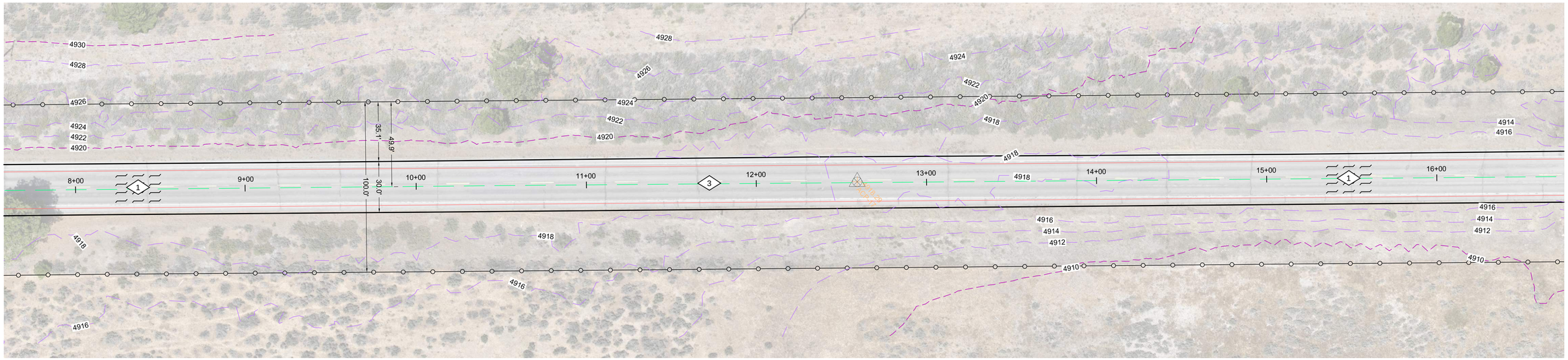
UNIT:, PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV 1.0 | SHEET 2 | OF 15



STATIONS: 0+00 - 8+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 8+00 - 16+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. PAINT STRIPE (DETAIL 21), STA 0+00 - 6+47
3. PAINT STRIPE (DETAIL 5), STA 6+47 - 16+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

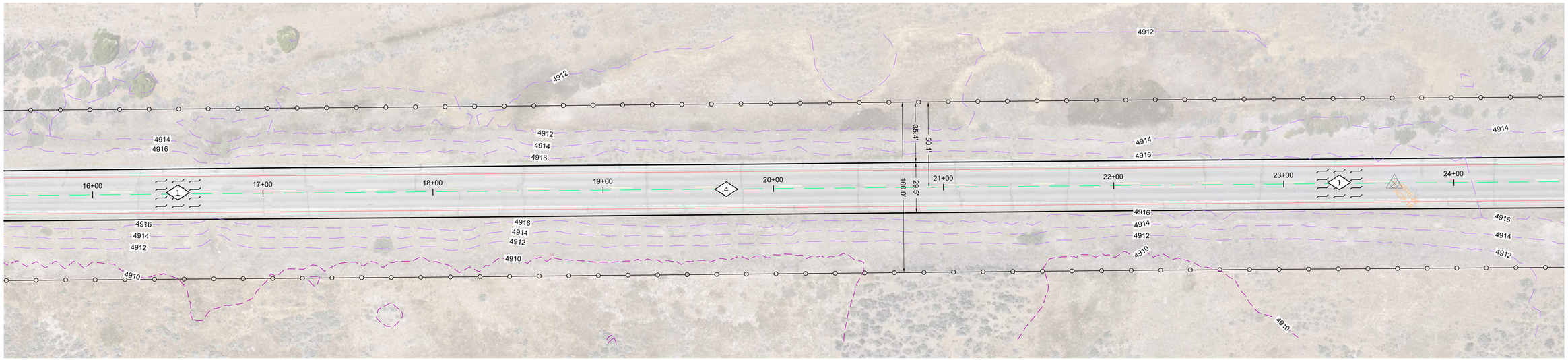
BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 0+00 - 16+00

JOB NO.
143
POST MILE
0.00 - 3.80

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	3	15



STATIONS: 16+00 - 24+00

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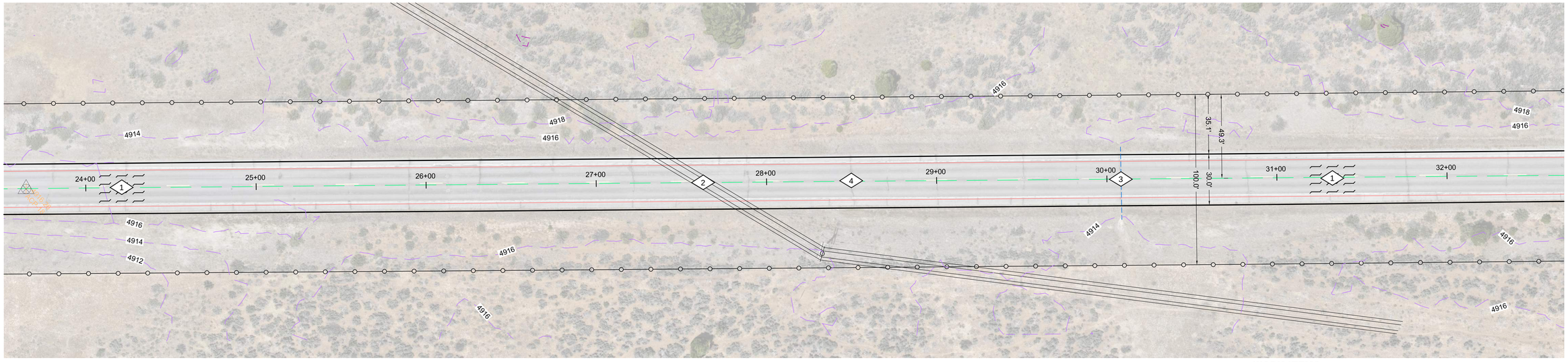
SCALE: 1"= 30' (22x34)



STATIONS: 24+00 - 32+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. BEWARE - OVERHEAD POWER LINES
3. (E) CULVERT - PROTECT IN PLACE
4. PAINT STRIPE (DETAIL 5), STA 16+00 - 32+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

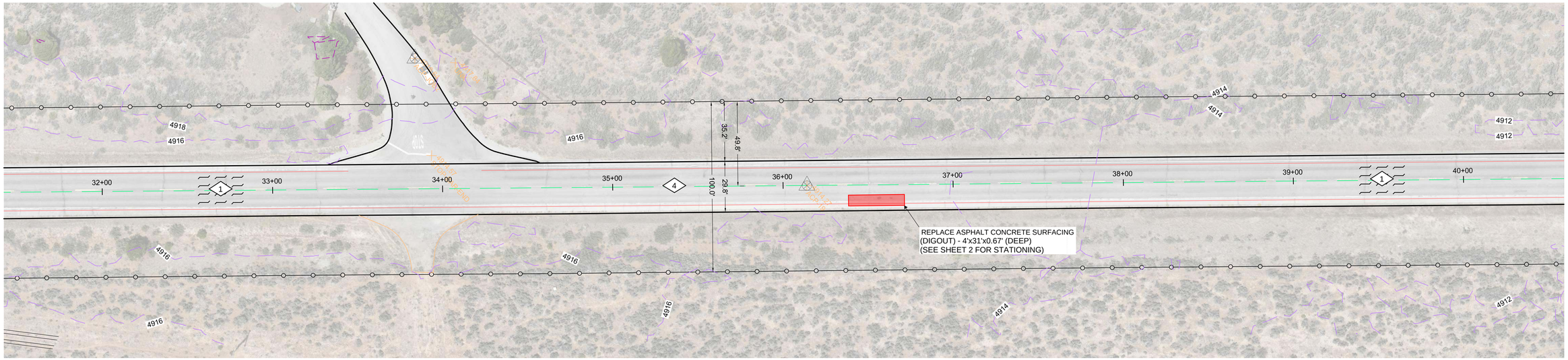
SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

JOB NO.	BECKWOURTH-CALPINE RD (A23) (CR 109)
143	
POST MILE	STATIONS 16+00 - 32+00
0.00 - 3.80	

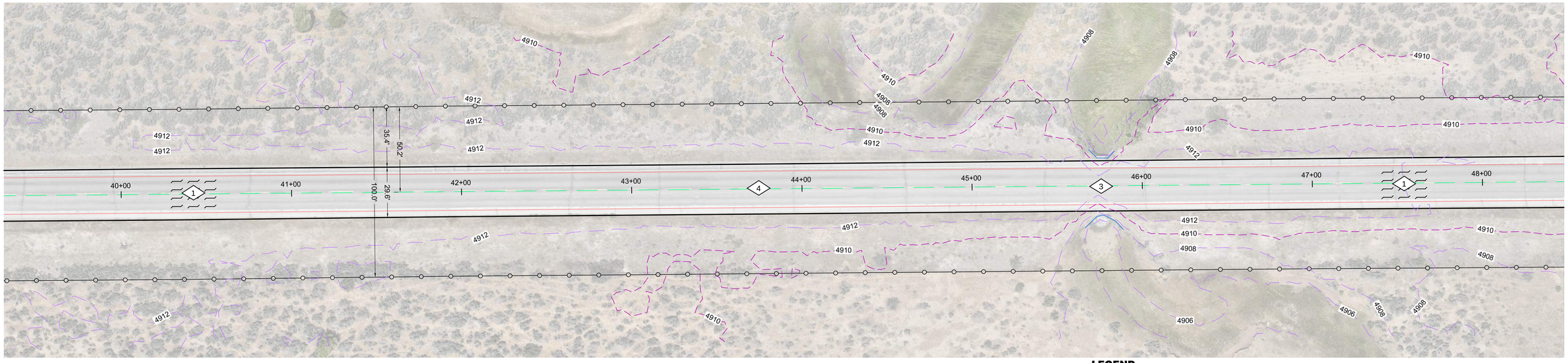
UNIT:, PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	4	15



STATIONS: 32+00 - 40+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 40+00 - 48+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
3. (E) CULVERT - PROTECT IN PLACE
4. PAINT STRIPE (DETAIL 5), STA 32+00 - 48+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

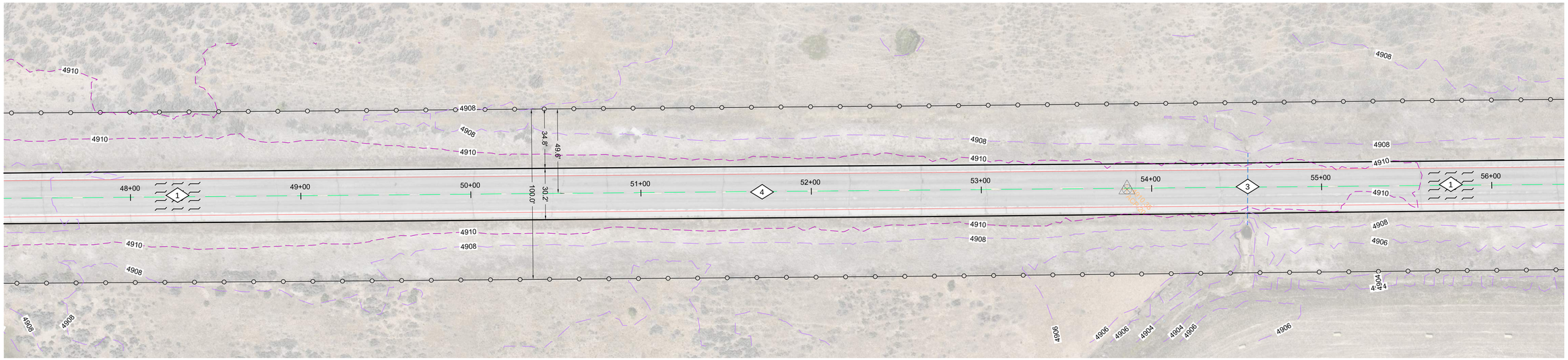
BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 32+00 - 48+00

JOB NO.	
143	
POST MILE	
0.00 - 3.80	

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	5	15



STATIONS: 48+00 - 56+00

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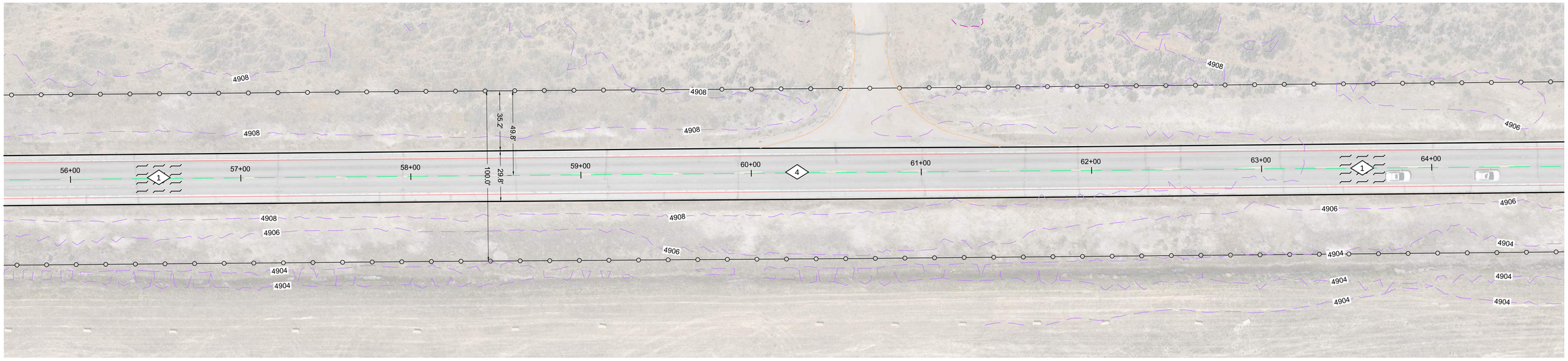


STATIONS: 56+00 - 64+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
3. (E) CULVERT - PROTECT IN PLACE
4. PAINT STRIPE (DETAIL 5), STA 48+00 - 64+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

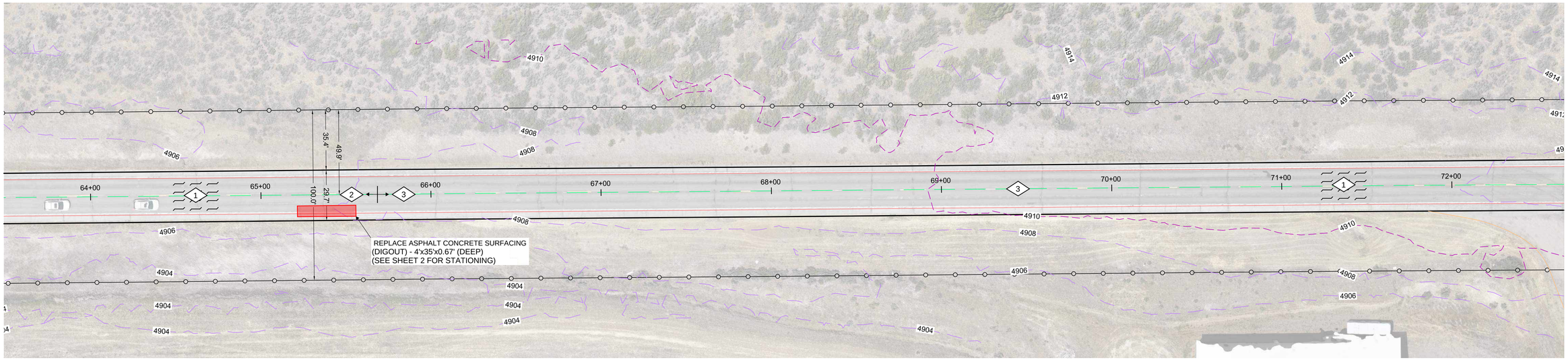
SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

JOB NO.	BECKWOURTH-CALPINE RD (A23) (CR 109)
143	
POST MILE	STATIONS 48+00 - 64+00
0.00 - 3.80	

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	6	15



STATIONS: 64+00 - 72+00

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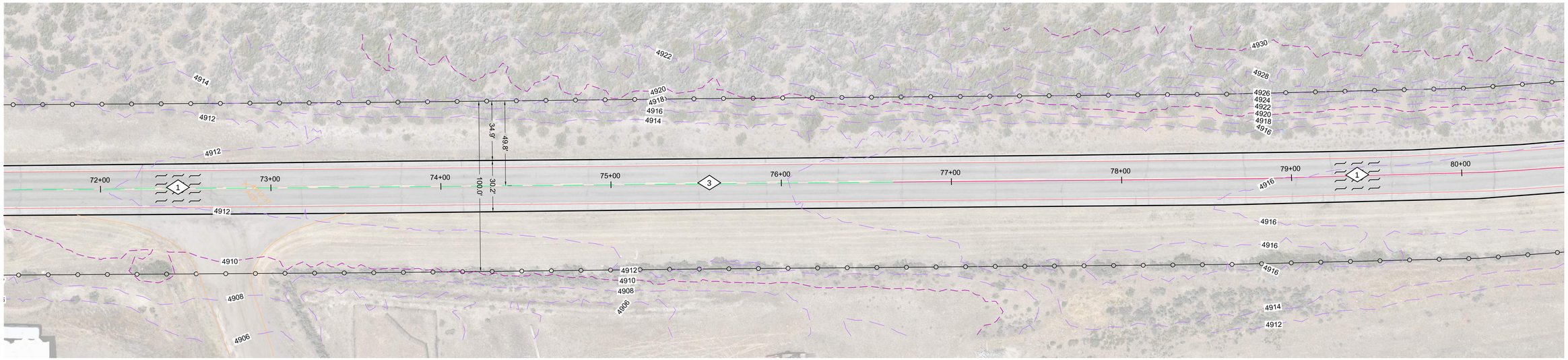
SCALE: 1"= 30' (22x34)



STATIONS: 72+00 - 80+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. PAINT STRIPE (DETAIL 5), STA 64+00 - 65+64
3. PAINT STRIPE (DETAIL 21), STA 65+64 - 80+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

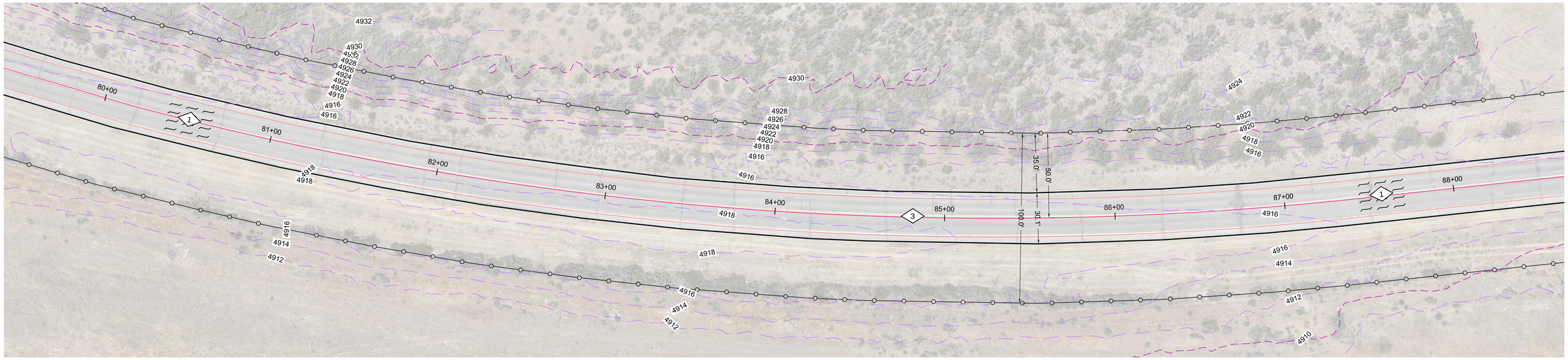
PAVEMENT REHABILITATION FOR:

BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 64+00 - 80+00

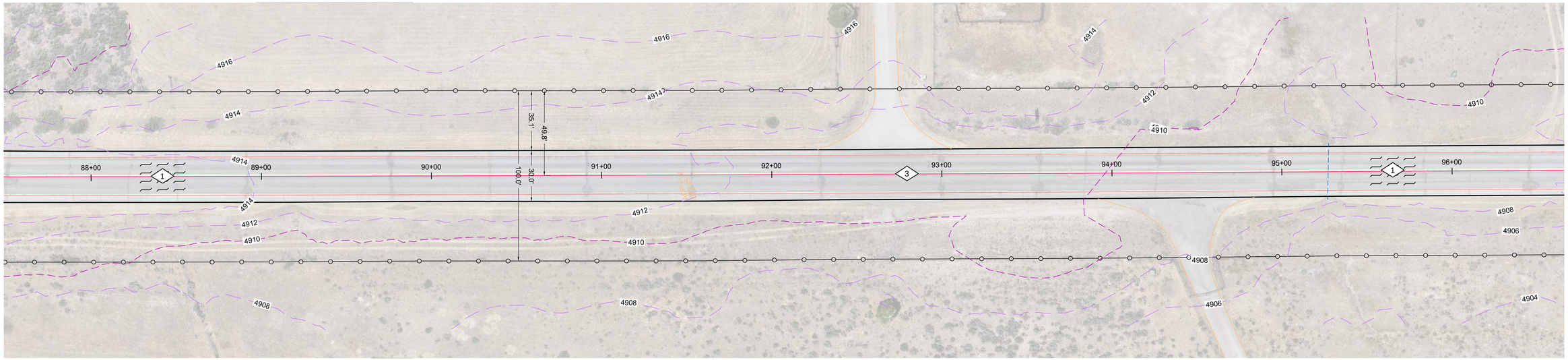
JOB NO.	REV	SHEET	OF
143	1.0	7	15
POST MILE			
0.00 - 3.80			

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##



STATIONS: 80+00 - 88+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 88+00 - 96+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
3. PAINT STRIPE (DETAIL 21), STA 80+00 - 96+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

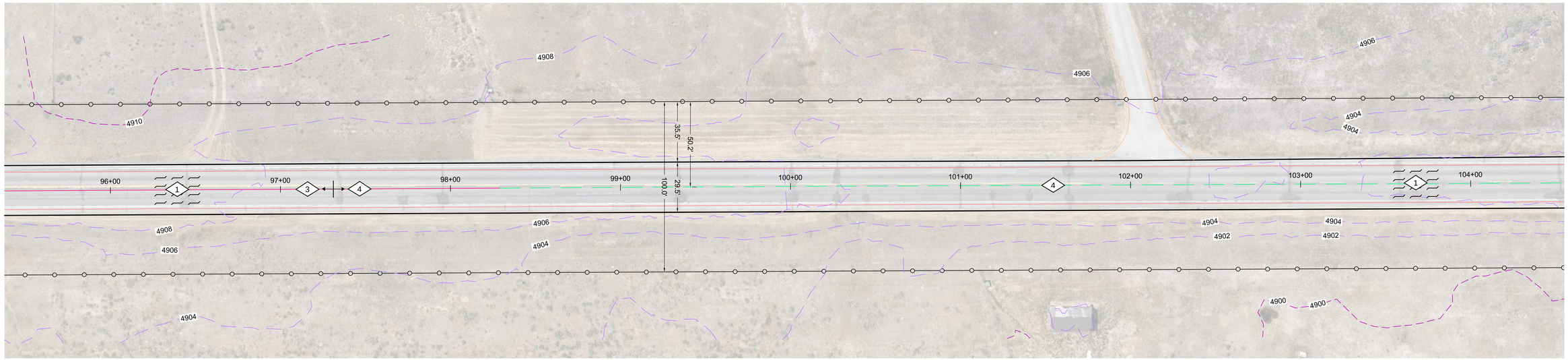
BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 80+00 - 96+00

JOB NO.	
143	
POST MILE	
0.00 - 3.80	

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	8	15



STATIONS: 96+00 - 104+00

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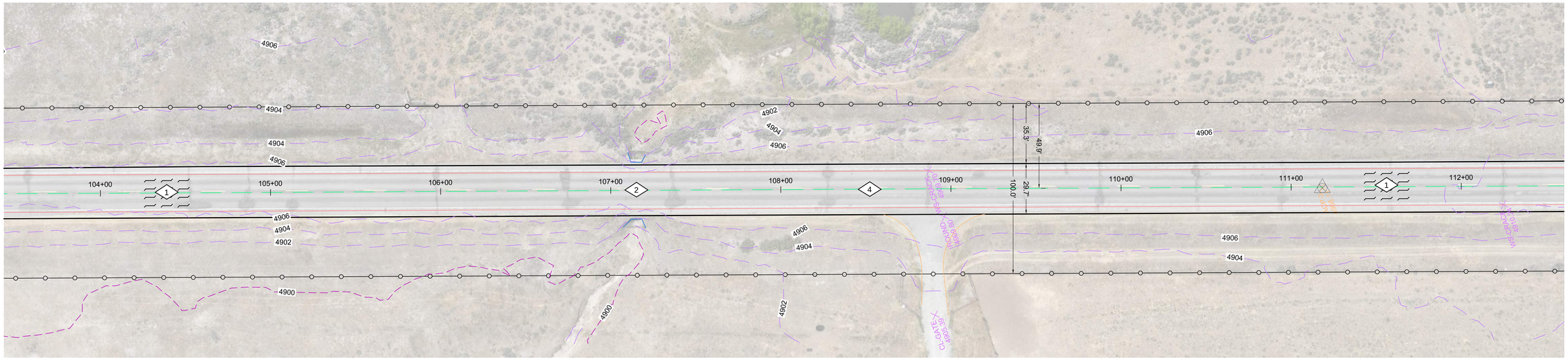
SCALE: 1"= 30' (22x34)



STATIONS: 104+00 - 112+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. (E) CULVERT - PROTECT IN PLACE
3. PAINT STRIPE (DETAIL 21), STA 96+00 - 97+30
4. PAINT STRIPE (DETAIL 5), STA 97+30 - 112+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

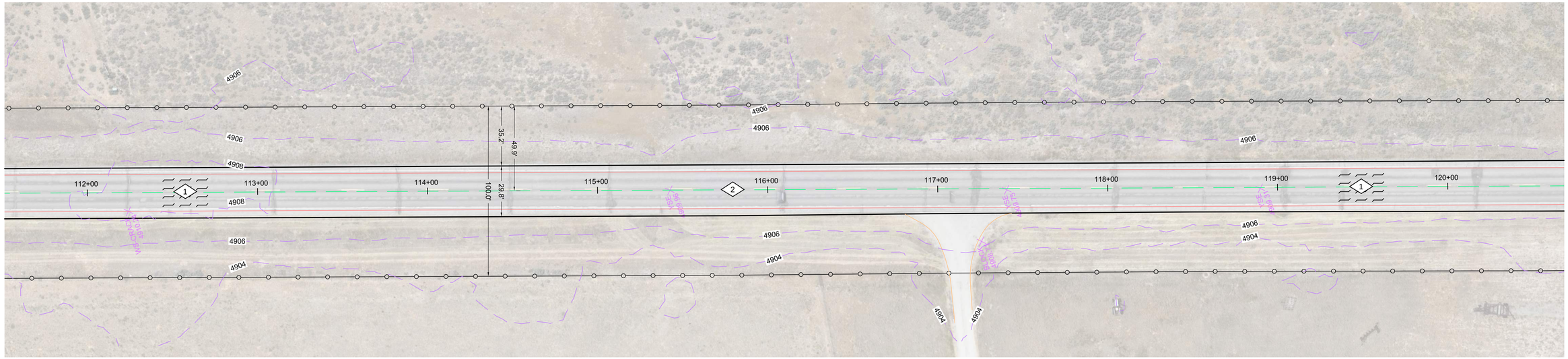
BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 96+00 - 112+00

JOB NO.
143
POST MILE
0.00 - 3.80

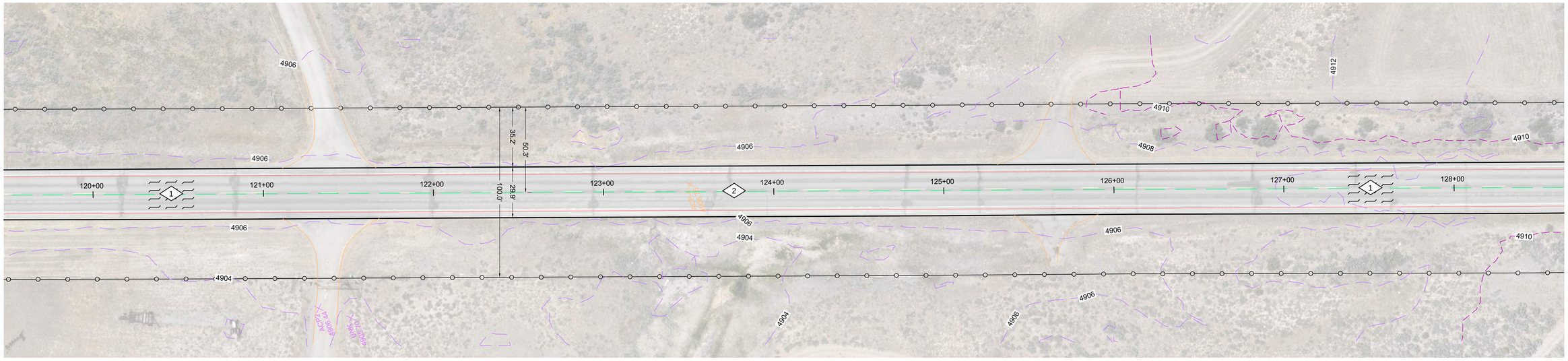
UNIT:
PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	9	15



STATIONS: 112+00 - 120+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 120+00 - 128+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. PAINT STRIPE (DETAIL 5), STA 112+00 - 128+00

APPROVED FOR CONSTRUCTION

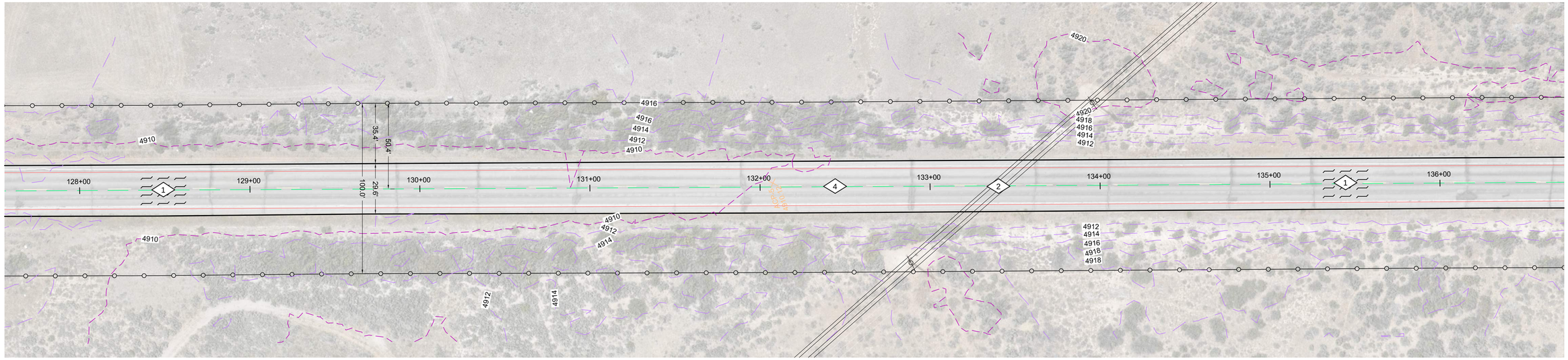
PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

	PAVEMENT REHABILITATION FOR:
JOB NO. 143	BECKWOURTH-CALPINE RD (A23) (CR 109)
POST MILE 0.00 - 3.80	STATIONS 112+00 - 128+00

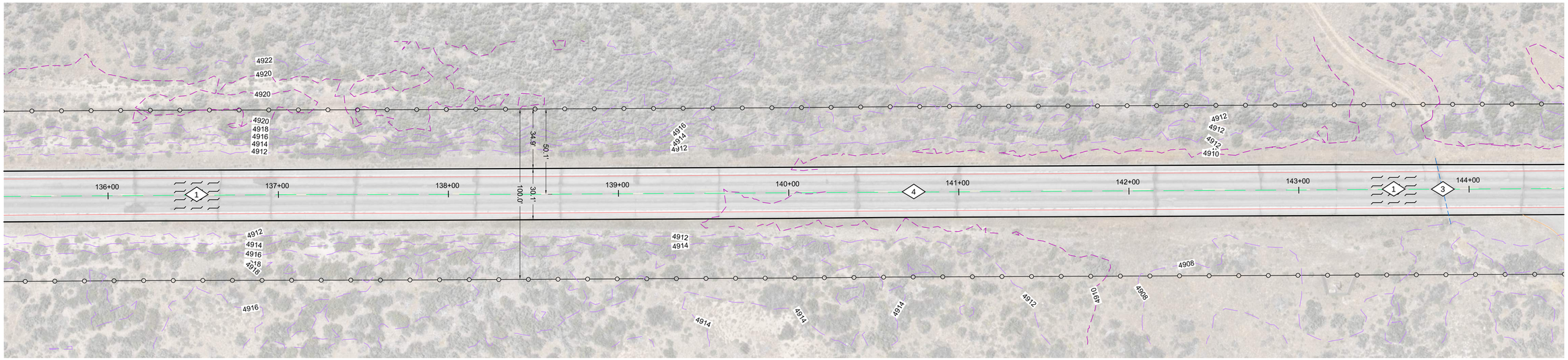
UNIT:
PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	10	15



STATIONS: 128+00 - 136+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 136+00 - 144+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. BEWARE - OVERHEAD POWER LINES
3. (E) CULVERT - PROTECT IN PLACE
4. PAINT STRIPE (DETAIL 5), STA 128+00 - 144+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

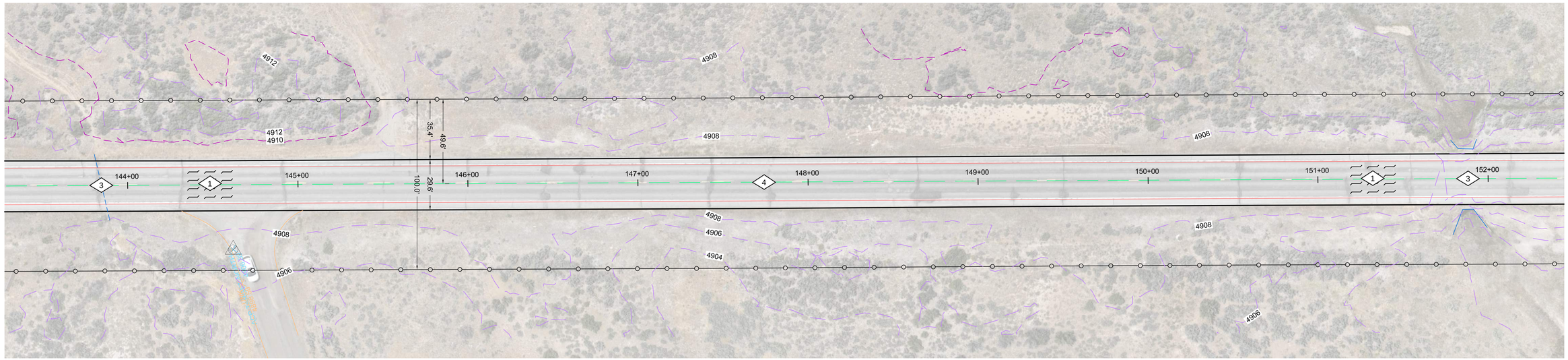
BECKWOURTH-CALPINE RD (A23) (CR 109)

STATIONS 128+00 - 144+00

JOB NO.	
143	
POST MILE	
0.00 - 3.80	

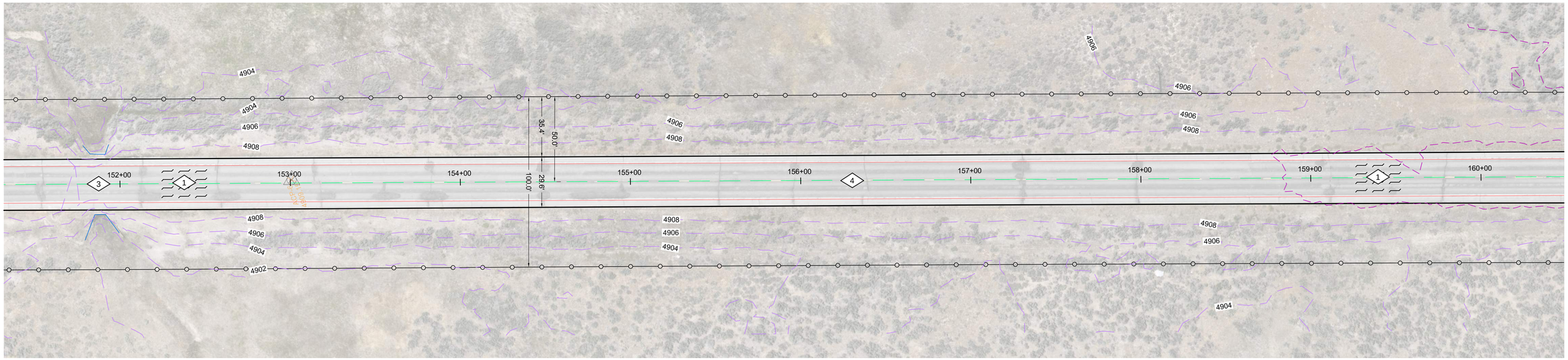
UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	11	15



STATIONS: 144+00 - 152+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 152+00 - 160+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
3. (E) CULVERT - PROTECT IN PLACE
4. PAINT STRIPE (DETAIL 5), STA 144+00 - 160+00

APPROVED FOR CONSTRUCTION

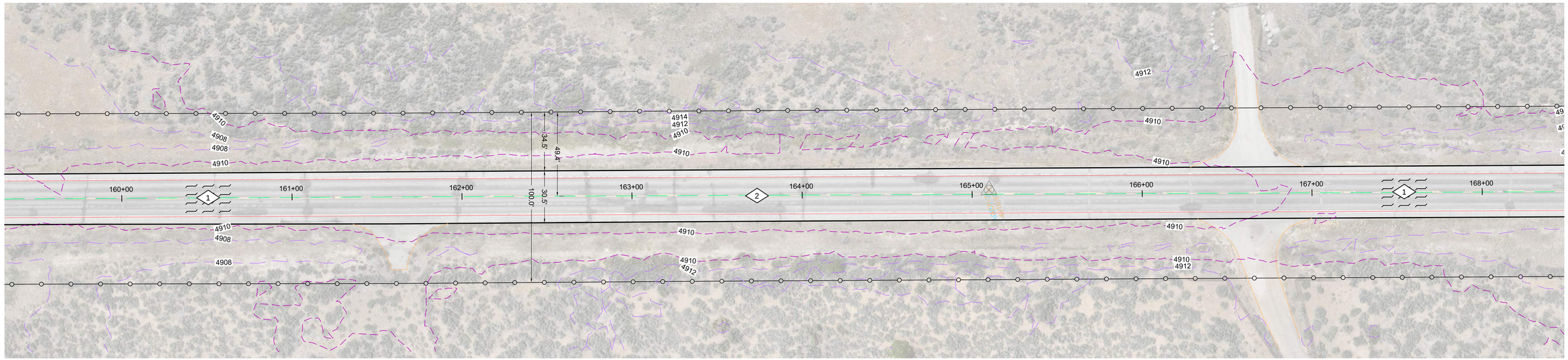
PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

JOB NO.	PAVEMENT REHABILITATION FOR:
143	BECKWOURTH-CALPINE RD (A23) (CR 109)
POST MILE	STATIONS 144+00 - 160+00
0.00 - 3.80	

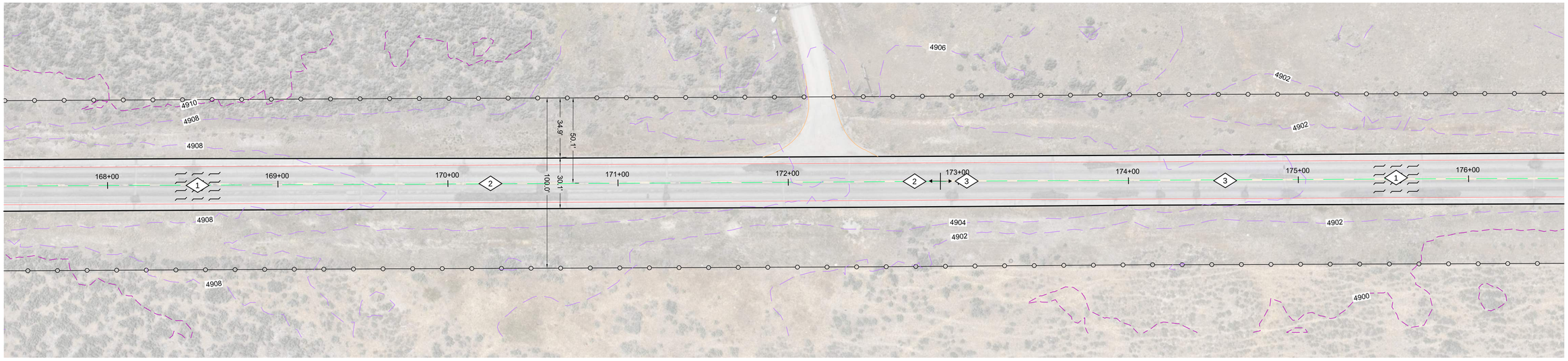
UNIT:
PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	12	15



STATIONS: 160+00 - 168+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 168+00 - 176+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. PAINT STRIPE (DETAIL 5), STA 160+00 - 172+90
3. PAINT STRIPE (DETAIL 21), STA 172+90 - 176+00

APPROVED FOR CONSTRUCTION

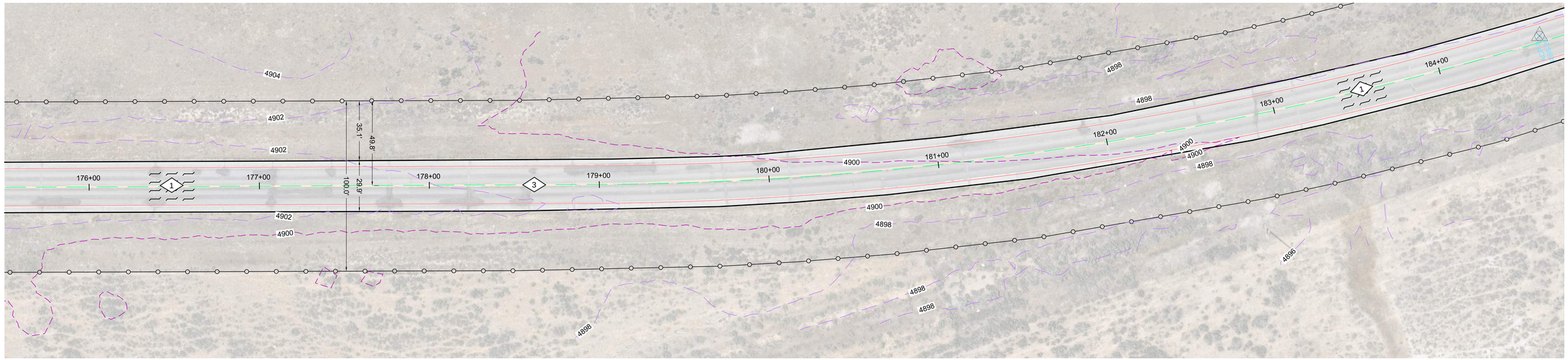
PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

	PAVEMENT REHABILITATION FOR:
JOB NO. 143	BECKWOURTH-CALPINE RD (A23) (CR 109)
POST MILE 0.00 - 3.80	STATIONS 160+00 - 176+00

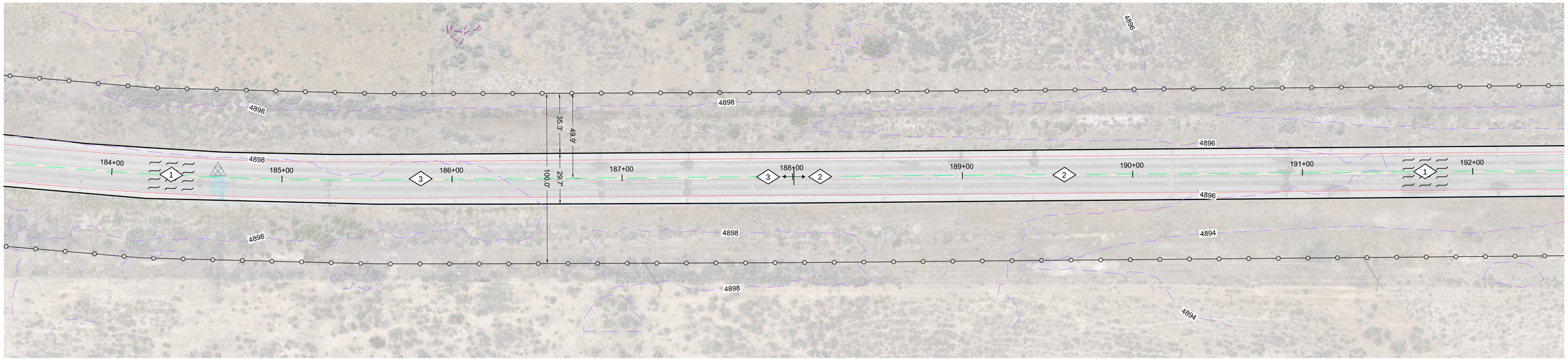
UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	13	15



STATIONS: 176+00 - 184+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)



STATIONS: 184+00 - 192+00

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
3. PAINT STRIPE (DETAIL 21), STA 176+00 - 188+01
2. PAINT STRIPE (DETAIL 5), STA 188+01 - 192+00

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

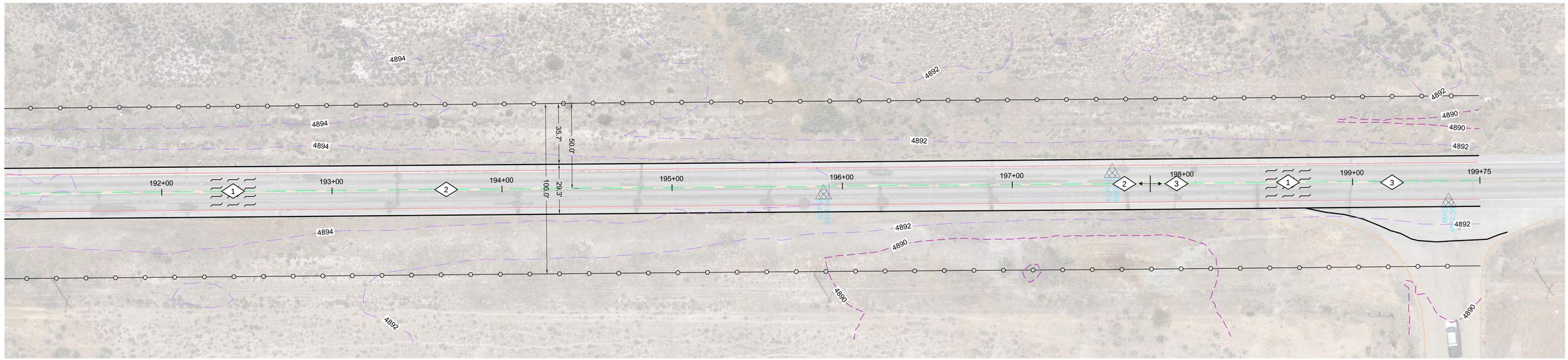
SCALE IN INCHES 0 1 2 3

PAVEMENT REHABILITATION FOR:

JOB NO.	BECKWOURTH-CALPINE RD (A23) (CR 109)
143	
POST MILE	STATIONS 176+00 - 192+00
0.00 - 3.80	

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	14	15



STATIONS: 192+00 - 199+75

SCALE: 1"= 60' (11x17)
SCALE: 1"= 30' (22x34)

N

LEGEND

- CENTERLINE OF ROADWAY
- STRIPING LINE
- EXISTING CONTOUR
- CONTROL POINTS AND SURVEYING MONUMENTS
- 1.5" OVERLAY ONLY

WORK ITEMS

1. 0.13' OVERLAY - ENTIRE ROAD WIDTH, STA 0+00 - 199+75
2. PAINT STRIPE (DETAIL 5), STA 192+00 - 197+84
3. PAINT STRIPE (DETAIL 21), STA 187+84 - 199+75

APPROVED FOR CONSTRUCTION

PLAN SHEET (REV. #)

SCALE IN INCHES 0 1 2 3

JOB NO.	PAVEMENT REHABILITATION FOR:
143	BECKWOURTH-CALPINE RD (A23) (CR 109)
POST MILE	STATIONS 192+00 - 199+75
0.00 - 3.80	

UNIT: , PROJ NO. & PHASE: 142-P1 CONTRACT NO.: ##

REV	SHEET	OF
1.0	15	15

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Empire Energy, Inc, a California corporation to install a generator at the Public Works Shop located in Quincy; effective November 3, 2025; not to exceed $19,952.91; (No General Fund Impact), approved as to form by County Counsel.**

Recommendation:
The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Empire Energy, Inc, a California corporation, to install a generator at the Public Works Shop located in Quincy; not to exceed $19,952.91.

Background and Discussion:
The emergency generator that serves the Department of Public Works shop located in Quincy had a recent catastrophic failure and will need to be replaced. The bid includes generator installation and installation of ATS. The replacement generator is funded, and in budget, by the Department of Public Works

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Empire Energy, Inc, a California corporation to install a generator at the Public Works Shop located in Quincy; effective November 3, 2025; not to exceed $19,952.91; (No General Fund Impact), approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road fund.

Attachments:
1. Agreement between Public Works and Empire Energy Inc.

Generator for Public Works Department, Quincy Location
Construction Agreement

This Agreement is made by and between the Plumas County, a political subdivision of the State of California, by and through its **Public Works Department**, (hereinafter referred to as "Department"), and **Empire Energy, Inc.**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the Department with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. Department shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by Department to Contractor under this Agreement shall not exceed Nineteen Thousand Nine Hundred Fifty Two Dollars and 91/100 ($19,952.91) (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 retroactive date of commencement of the Work shall be November 3, 2025. The Board of Supervisors hereby ratifies and approves this Agreement effective as of that date. Contractor shall complete the Work no later than December 31, 2025, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By Department for Cause. The Department 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 Department, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the Department terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the Department other than for the value of the services and materials previously provided to the Department under this Agreement.

   b. Department's Remedies. Upon terminating this Agreement for cause, Department may, without prejudice to any other rights or remedies held by the Department 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 Department deems appropriate. If the Department's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the Department. This obligation for payment shall survive the termination of this Agreement.

c. By Department for Convenience. The Department may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the Department shall pay Contractor the value of the services and materials previously provided to the Department under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the Department 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 Department, terminate this Agreement. Upon such termination, Department shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. Department's Right to Stop and Correct Work. Department 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 Department 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 Department to do so, the Department may, without prejudice to any other rights or remedies held by the Department under this Agreement or applicable law, correct the Work by what whatever reasonable method the Department 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 Department 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 Department 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 Department that: (1) materials and equipment furnished under this Agreement will be of good quality; (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. If Contractor fails to correct nonconforming Work within a reasonable time, the Department may correct the Work, and Contractor shall pay the cost of such correction to the Department within fifteen (15) days of Contractor's

receipt of Department'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. The Department shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees with respect to these permits, licenses, and inspections shall be reimbursed by the Department.

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 Department.

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 Department, 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 Department 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 Department 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), Department shall not be liable for, and Contractor shall defend and indemnify Department and its officers, agents, employees and volunteers (collectively 'Department 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 Department Parties. However, Contractor shall have no obligation to defend or indemnify Department Parties against claims caused by the active negligence, sole negligence or willful misconduct of Department 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 Department, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "Department") 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 Department, 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 Department, 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 Department, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Department, 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 Department before the Department'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 Department in writing, Contractor shall furnish a certificate of insurance satisfactory to Department 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 Department. Department 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 Department 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 Department 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 B and C-10 contractor, issued by the State of California, No. 836023

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the Department, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, Department. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Department. It is understood by both Contractor and Department 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 Department.

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 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 Department 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 Department 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 Department, the Department 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.

Plumas County Public Works Department:

1834 E. Main Street
Quincy, CA 95971
Attention: Rob Thorman

Contractor:

Empire Energy, Inc.
13113 John Bauer Ave
Grass Valley CA 95945
Attention: Birken Vogt

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 Department or as part of any audit of the Department 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 Department or to the State Auditor upon the request of either the State Auditor or the Department.

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 Department 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 Department. 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 Department, 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 Department 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 Department shall have the option to either cancel this Agreement with no further liability incurring to the Department, 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Empire Energy, Inc.
a California corporation

By:_____
Name: Birken Vogt
Title: CEO/CFO/Secretary
Date:

DEPARTMENT:

Plumas County Public Works Department

By:_____
Name: Kevin Goss
Title: Purchasing Agent
Date:

Approved as to form:

_____
Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Item #	Description
1	Provide & install one (1) Generator
2	Provide & install ATS and Interface of ATS to the Generator
3	Provide start up support to get the Generator online

1. Contractor to call for USA for underground utilities prior to starting excavations.
2. Contractor shall coordinate the work with designated County representatives.
3. All necessary Plumas County Fees will be paid by Plumas County.
4. The contractor shall replace or repair any infrastructure of facilities impacted by the project.
5. A final inspection shall be conducted by the Plumas County Department of Public Works prior to final payment.

EXHIBIT B

Fee Schedule

1. The total flat fee amount paid by Department to Contractor under this Agreement shall not exceed Nineteen Thousand Nine Hundred Fifty Two Dollars and 91/100 ($19,952.91) and shall reflect the Contractor's quote which is attached to this Exhibit B and hereby incorporated into this Agreement.

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the Department to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, Department shall make two payments for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 7 of this Exhibit B, and (iii) invoice by Contractor to the Department. If Paragraph 7 of Exhibit B has been satisfied, then the Department shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of Department's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Department, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

5. The Department shall not have any responsibility to make payments to any subcontractor or supplier.

6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the Department shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

7. Upon notice from Contractor that the Work is complete, the Department will inspect the Work. When (i) the Department determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the Department data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the Department a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the Department.

8. 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.

Empire Energy, Inc.

ESTIMATE	#300
TOTAL	$9,958.28

CONTACT US

13113 John Bauer Ave
Grass Valley, CA 95945

(530) 272-5462
mail@empireenergyinc.com

ESTIMATE

Materials	qty	unit price	amount
ATS, 200A, 240V, 3 PHASE	1.0	$5,362.50	$5,362.50
Service Call - Project DELIVERY OF GENERATOR TO YARD. INSTALLATION OF ATS AND INTERFACE OF ATS TO GENERATOR AND EXISTING SYSTEM.	1.0	$4,207.00	$4,207.00

Materials subtotal: $9,569.50

Subtotal	$9,569.50
Tax (Plumas County 7.25%)	$388.78
Total	**$9,958.28**

Empire Energy, Inc.

ESTIMATE	#301
TOTAL	$9,994.63

CONTACT US

13113 John Bauer Ave
Grass Valley, CA 95945

(530) 272-5462
mail@empireenergyinc.com

ESTIMATE

Materials	qty	unit price	amount
Items - GENERATOR, USED	1.0	$9,319.00	$9,319.00
GENERATOR, USED. MAGNUM MMG100. DEERE 4045 COMMON RAIL, NO SCR, NO DPF. 14,800 HOURS. NO WARRANTY. ABLE TO BE LOAD BANK TESTED BEFORE DELIVERY.			

Materials subtotal: $9,319.00

Subtotal	$9,319.00
Tax (Plumas County 7.25%)	$675.63
Total	**$9,994.63**

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and ESI for door and HVAC controls; effective November 18, 2025; not to exceed $43,800; (General Fund Impact) as approved in FY 25/26 adopted CIP budget (2012054/ 540110); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and ESI for door and HVAC controls

Background and Discussion:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and ESI for door and HVAC controls; effective November 18, 2025; not to exceed $43,800; (General Fund Impact) as approved in FY 25/26 adopted CIP budget (2012054/ 540110); approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and ESI for door and HVAC controls.

Fiscal Impact:

General Fund Impact as approved in FY 25/26 adopted CIP budget (2012054/ 540110)

Attachments:
1. 6945 FINAL ESI HR
2. ESI Elections Proposal
3. ESI HR Proposal

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Forty Three Thousand Four Eight Hundred Dollars and 00/100** Dollars **($43,800.00).**

3. Term. The term of this agreement shall be from **November 18, 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.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

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

County:

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

Contractor:

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

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:

Environmental Systems, Inc.
a California corporation

By:_____
Name: Vincent Enfantino
Title: CEO
Date signed:

By:_____
Name: Eugene Enfantino
Title: CFO
Date signed:

COUNTY:

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

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

By:_____

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

Approved as to form:

Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Contractor shall provide all labor and materials for 3 door control systems and controls for 3 HVAC units as noted on proposals dated March 26, 2025, for Plumas County HR Building at 1446 E. Main St Quincy Ca 95971 and Courthouse located at 520 Main St Quincy, CA 95971 and Annex located at 260 Hospital Rd Quincy, CA 95971

Human Resources Facility

1. Provide controls for 3 doors, including 1 card access controller, 3 card door modules, 3 magnetic door strikes, new power supplies and new enclosure for the controller.

2. Provide controls for 3 HVAC units, including 3 Red5 Edge 606 controllers, 3 discharge air temperature sensors, 3 eZNS room temperature sensors and 1 eBMGR global controller.

Courthouse/Annex

3. Controls for 3 doors including 2 card access Controllers, 3 card door modules, 3 magnetic strikes, new power supplies and new enclosures for the controllers.

4. All jobs above include submittals, programming, coordination, startup, commissioning, interconnections, training, project management and as-built documentation.

5. 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, $43,800.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

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.

5. The following vendor quotes are attached and incorporated herein by reference as part of this Exhibit B:

    i. ES Proposal re Courthouse & Annex, dated 03/26/2025
    ii. ES Proposal re HR Building, dated 03/26/2025

Delta CONTROLS

Marcy

50 1975-2025

environmental systems inc

Keep Your Cool

PROPOSAL

Project: Plumas County
Delta Control Card Access System Addition

March 26, 2025

Executive Summary:

Environmental Systems, Inc. is pleased to provide this proposal to expand the card access system by adding 3 additional card reader, 2 in the courthouse and 1 in the annex building.

Our scope of work is as follows:

Scope of Work:

- Controls for the 3 doors, including:
  - 2 card access controller
  - 3 card door modules
  - 3 magnetic strikes
  - New power supplies
  - New enclosures for the controllers
- Includes submittals, programming, coordination, start up, commissioning, interconnections, training, project management and as-built documentation.

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.
- This proposal assumes that the existing card access wiring is intact and functional.
- 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. Door hardware and installation.

Price 2 card readers in the Courthouse: ..... $ 16,500.00

Price 1 card readers in the Annex: ..... $ 7,900.00

PROPOSAL

Project: Plumas County HR
Delta Control HVAC Addition

March 26, 2025

Executive Summary:
Environmental Systems, Inc. is pleased to provide this proposal to provide building control system in the HR Building.

Scope of Work:

- Controls for the 3 AC units, including:
  - 3 Red5 Edge 606 controllers
  - 3 discharge air temperature sensors
  - 3 eZNS room temperature sensors
  - 1 eBMGR global controller
- Includes submittals, programming, coordination, start up, commissioning, interconnections, training, project management and as-built documentation.

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.
- This proposal assumes that the existing card access wiring is intact and functional.
- 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. Door hardware and installation.

Price for the above scope of work: ..... $ 19,400.00

PROPOSAL

Project: Plumas County HR
Delta Control Card Access System Addition

March 26, 2025

Executive Summary:
Environmental Systems, Inc. is pleased to provide this proposal to provide card access system in the HR Building.

Scope of Work:

- Controls for the 3 doors, including:
  - 1 card access controller
  - 3 card door modules
  - 3 magnetic door strikes
  - New power supplies
  - New enclosure for the controller
- Includes submittals, programming, coordination, start up, commissioning, interconnections, training, project management and as-built documentation.

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.
- This proposal assumes that the existing card access wiring is intact and functional.
- 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. Door hardware and installation.

Price for the above scope of work: ..... $ 20,100.00

PROPOSAL

Project: Plumas County HR
Delta Control HVAC Addition

March 26, 2025

Executive Summary:
Environmental Systems, Inc. is pleased to provide this proposal to provide building control system in the HR Building.

Scope of Work:

- Controls for the 3 AC units, including:
  - 3 Red5 Edge 606 controllers
  - 3 discharge air temperature sensors
  - 3 eZNS room temperature sensors
  - 1 eBMGR global controller
- Includes submittals, programming, coordination, start up, commissioning, interconnections, training, project management and as-built documentation.

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.
- This proposal assumes that the existing card access wiring is intact and functional.
- 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. Door hardware and installation.

Price for the above scope of work: ..... $ 19,400.00

PROPOSAL

Project: Plumas County HR
Delta Control Card Access System Addition

March 26, 2025

Executive Summary:
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  - 1 card access controller
  - 3 card door modules
  - 3 magnetic door strikes
  - New power supplies
  - New enclosure for the controller
- Includes submittals, programming, coordination, start up, commissioning, interconnections, training, project management and as-built documentation.

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.
- This proposal assumes that the existing card access wiring is intact and functional.
- 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. Door hardware and installation.

Price for the above scope of work: ..... $ 20,100.00

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one FTE Mental Health Services Act Coordinator due to resignation (No General Fund Impact), as approved in the Fiscal Year 2025/26 adopted budget. MHSA state funding.**

Recommendation:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one FTE Mental Health Services Act Coordinator due to resignation (No General Fund Impact), as approved in the Fiscal Year 2025/26 adopted budget. MHSA state funding.

Background and Discussion:

Position vacant due to resignation.

Action:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one FTE Mental Health Services Act Coordinator due to resignation (No General Fund Impact), as approved in the Fiscal Year 2025/26 adopted budget. MHSA state funding.

Fiscal Impact:

(No General Fund Impact) MHSA state funding

Attachments:

1. MHSA Coordinator
2. Mental Health Services Act Coordinator_desc
3. PCBH Org Chart 10-31-25

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 2025-26 BUDGET

1.0 FTE Mental Health Services Act Coordinator

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Mental Health Services Act Coordinator position is a legitimate business justification due to the financial, programmatic and budgetary oversight necessary to the management of the Mental Health Services Act within the Behavioral Health Department. This position ensures that services and programs are in compliance with guidelines set forth by the Act and DHCS.**

- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, such as assisting the Director to plan, develop, and coordinate education and training services as outlined in the Mental health Services Act (MHSA) and is responsible for implementation and compliance of all related programs.**

- How long has the position been vacant? **The former MHSA Coordinator resigned on 10/31/2025.**

- Can the department use other wages until the next budget cycle? **Other wages are not suitable in recruiting, hiring, and retaining a MHSA Coordinator.**

- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size have an MHSA Coordinator along with support staff to manage the program.**

- What core function will be impacted without filling the position prior to July 1? **Time sensitive Act requirements would be negatively impacting of the funding without the oversight of the 3-year plan, and state mandated updates.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue from the State without proper management of revenue and expenditures. The implementation of the MHSA program is time consuming and requires attention to detail.**

- A non-general fund department head needs 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? **No impact is expected as funding is secure and ongoing.**

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

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

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No General Fund monies support is required.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. The Department Reserve account has reached the Program defined maximum amount and funds received from interest are transferred back into the cash account.**

MENTAL HEALTH SERVICES ACT COORDINATOR

DEFINITION

Under general direction, plans, develops, and coordinates education and training services as outlined in the Mental Health Services Act (MHSA) and is responsible for the implementation and compliance of all related programs. Performs mental health clinical services and related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a single level classification that is to provide mental health clinical and administrative services; and to coordinate the programs funded under California's Mental Health Services Act (MHSA), also known as Proposition 63. MHSA represents a comprehensive approach to the development of community based mental health services in which the Act addresses a broad continuum of community services and supports, prevention and early intervention, and technology and innovation, as well as workforce education and training that will effectively support all components of MHSA.

REPORTS TO

Mental Health Director or Mental Health Deputy Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Providing programmatic supervision of professional and support staff of Mental Health

MENTAL HEALTH SERVICES ACT COORDINATOR - 2

EXAMPLES OF DUTIES

A. MHSA Administrative example of duties

- Work with administration, supervisors, staff and consumers to develop and implement of MHSA program.
- Ensures that all services and programs are in compliance with guidelines set forth by the MHSA.
- Educate and train all new and current staff regarding the Wellness and Recovery Model.
- Leads activities that assist with the successful change in role from consumer to provider of services for adult and children systems of care.
- Conduct MHSA stakeholder meetings and public hearings and prepare documentation, as needed.
- Supervise other MHSA staff.
- Attend appropriate training and workshops to maintain current knowledge and understanding of the expectation, and requirements for MHSA programs
- Prepare MHSA reports as required.
- Assist in the coordination of community resources.
- Assist with development and maintenance of performance outcome measures.
- Attend all regularly scheduled Mental Health and MHSA staff meetings.
- Address cultural competency issues by attending and providing trainings and perform surveys as requested.
- Work with Quality Assurance Coordinator and other Mental Health staff to integrate MHSA services.
- Participate in annual MHSA program budget development.
- Participate in State MHSA Medi-Cal Compliance audit.
- Coordinate State site review of MHSA programs.
- Maintain professional conduct outlined in personnel policies and procedures.
- May teach new staff charting and data requirements for record keeping and billing.

B. MHSA Clinical Services:

Either directly provide or insure delegation of clinical duties, including but not limited to the following:

- Develop and provide MHSA clinical services.
- Conducts training surveys to assess feedback regarding immediate and long range needs that promote recovery and wellness, cultural competency, and consumer family partnership and participation.
- Leads activities that assist with the successful change in role from consumer to provider of services for adult and children systems of care.
- Triage individual cases to determine if appropriate for Mental Health services.
- Perform clinical evaluations.
- Develop assessment, service plan and disposition of cases.

B. MHSA Clinical Services - continued:

- Perform as coordinator for cases assigned:
  1. Develop coordination plan that addresses needs in cases assigned.
  2. Liaison with other providers to assure that consumer is provided with services needed.
  3. Monitor the progress of cases assigned.
- Attend and participate in in-service training.
- Document all services provided to clients as required by regulations.
- Other duties as assigned.

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 25 pounds; 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 usually performed in an office environment with continuous contact with staff and public. Incumbent will be expected to attend off-site meetings and trainings; and may need to travel to satellite offices.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal, State, and local laws, rules, regulations, ordinances, and procedures relating to mental health programs and services.
- Standards, policies, procedures, rules, and regulations pertaining to the Mental Health Services Act.
- Principles and practices of public program development, contract development, and administration.
- Principles and practices of training, evaluating, and supervising subordinates.
- Principles of wellness and recovery and cultural competency in accordance with MHSA.
- Principles and practices of effective public speaking.
- Best practices in community outreach and public relations.

MENTAL HEALTH SERVICES ACT COORDINATOR – 4

Ability to:

- Develop, implement, and coordinate community outreach programs.
- Communicate effectively with the public and exercise interpersonal sensitivity with those of diverse backgrounds.
- Coordinates the efforts of multiple organizations and oversee various community programs.
- Develop and implement policies and procedures. Research, develop, and present a variety of narrative and/or statistical reports.
- Establish and maintain cooperative interpersonal relationships at all organizational levels, with public, and with other agencies.
- Maintain a high degree of initiative, maturity, integrity, accountability, creativity and good judgment. Maintain strong working relationships with multiple departments and agencies in the County and community.
- Read and understand complex laws and regulations.
- Write project proposals and develop programs.
- Negotiate contracts.
- Develop, prepare and present comprehensive reports and recommendations.
- Apply statistical methods to management analysis.

Training and Experience:

Equivalent to a Bachelor's degree from an accredited college or university in public administration, business administration, economics or related field. With three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

A Bachelor’s degree from an accredited college or university with major course work in Psychology, Sociology or a related social science field; or completion of core college course work in psychology, sociology, or a related social science field. With three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

Possession of a master's degree in Social Work, Psychology, Counseling, Psychiatric Nursing or appropriate related field from an accredited institution. With possession of a license as a LCSW or MFCC issued by the California State Board of Behavioral Science Examiners or Clinical Psychologist by the Board of Medical Examiners. AND
Three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

Training and Experience - continued:

Applicable full-time paid Mental Health Services Coordinator experience involving the development, implementation and/or coordination of mental health, health, or human service programs can be substituted for the college degree.

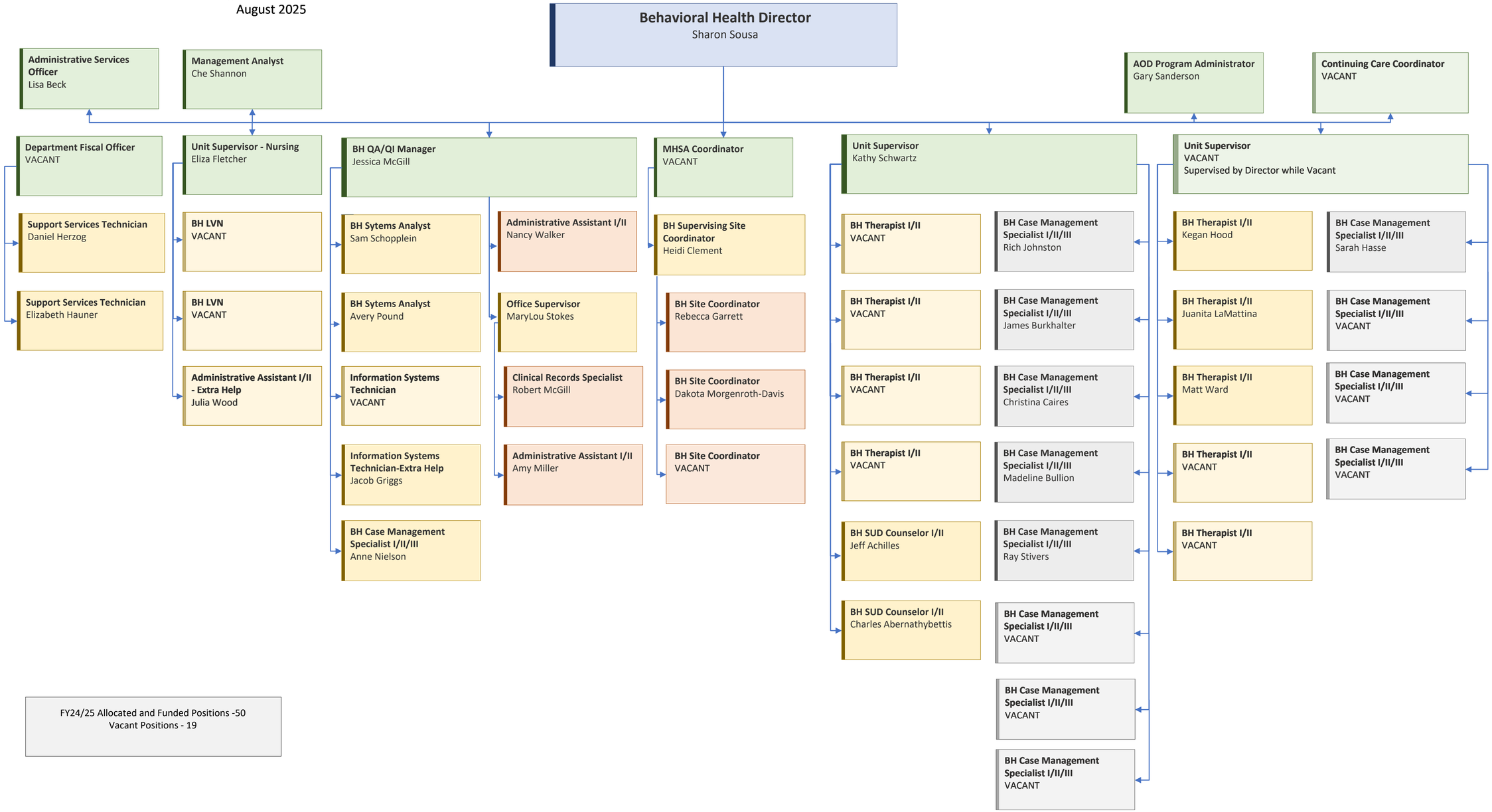
Special Requirements:

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 Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Plumas County Behavioral Health Department

Organizational Chart
August 2025



FY24/25 Allocated and Funded Positions -50
Vacant Positions - 19

PLUMAS COUNTY
RISK MANAGEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Travis Goings, Director of Risk Management**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1, to agreement between Plumas County Office of Emergency Services and California State University, Chico; (General Fund Impact) as approved in FY25/26 adopted budget, approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign amendment no. 1, to agreement between Plumas County Office of Emergency Services and California State University, Chico; (General Fund Impact) as approved in FY25/26 adopted budget, approved as to form by County Counsel.

Background and Discussion:

USDA Forest Service Charges – Plumas County Office of Emergency Services agrees to reimburse University a pro-rata share of any direct charges or special assessments levied by USDA Forest Service for maintenance of roads, infrastructure and utilities necessary for operation of communication facilities on Mt. Hough through the life of this agreement. Plumas County Office of Emergency Services also agrees to reimburse University for any and all fees levied by the USDA Forest Service for Plumas County Office of Emergency Services installation and operation of equipment at this site.

Action:

Approve and authorize Chair to sign amendment no. 1, to agreement between Plumas County Office of Emergency Services and California State University, Chico; (General Fund Impact) as approved in FY25/26 adopted budget, approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact as approved in FY25/26 adopted budget.

Attachments:

1. Plumas County OES Amendment #1 (1)
2. 6511 FINAL

AMENDMENT #1
LICENSE AGREEMENT
between
CALIFORNIA STATE UNIVERSITY, CHICO
and
PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES

MT. HOUGH

THIS AMENDMENT #1 is made and entered into this 14th day of August 2025, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, (hereinafter called "TRUSTEES") on behalf of California State University, Chico (hereinafter called "University" and PLUMAS COUNTY OFFICE OF EMERGENCY SERIVCES. The parties agree to amend the License Agreement as follows:

2.RENT/REMUNERATION: Shall be amended to add:

USDA Forest Service Charges – Plumas County Office of Emergency Services agrees to reimburse University a pro-rata share of any direct charges or special assessments levied by USDA Forest Service for maintenance of roads, infrastructure and utilities necessary for operation of communication facilities on Mt. Hough through the life of this agreement. Plumas County Office of Emergency Services also agrees to reimburse University for any and all fees levied by the USDA Forest Service for Plumas County Office of Emergency Services installation and operation of equipment at this site.

All other terms and conditions of the original agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused this license agreement to be executed by their duly authorized officers as of the day and year written below.

PLUMAS COUNTY OFFICE OF EMERENCY SERVICES

SIGNATURE:

Name: Kevin Goss
Chair of Board of Supervisors

SIGNATURE:

Name: Josua Brechtel
County Counsel Office

CALIFORNIA STATE UNIVERSITY, CHICO

SIGNATURE:

Name: Jessica Westbay
Procurement and Contract Services

AMENDMENT #1
LICENSE AGREEMENT
between
CALIFORNIA STATE UNIVERSITY, CHICO
and
PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES

MT. HOUGH

THIS FIRST AMENDMENT is made and entered this 14th day of August 2025, is made and entered into in the State of California by and between the Trustees of the California State University, which is the State of California acting in its higher education capacity ("CSU" or "University"), on behalf of Chico State through CSU's duly appointed and acting officer, and Plumas County OES.

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

   a. The UNIVERSITY and PLUMAS COUNTY OES have entered into an agreement dated September 25, 2024 (the "Agreement"), in which the UNIVERSITY agreed to lease space to PLUMAS COUNTY OES within a parcel of land located on Mr. Hough, situated in Plumas County.

   b. Because USDA Forest Service is requiring certain direct charges or special assessments for the use of the parcel, the parties desire to change the agreement.

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

   a. The following paragraph "2. a." is added following paragraph "2.":

   USDA Forest Service Charges – Plumas County OES agrees to reimburse University a pro-rata share of any direct charges or special assessments levied by USDA Forest Service for maintenance of roads, infrastructure and utilities necessary for operation of communication facilities on Mt. Hough through the life of this agreement. Plumas County OES also agrees to reimburse University for any and all fees levied by the USDA Forest Service for Plumas County OES installation and operation of equipment at this site.

3. **Delegated Authority:** This amendment is executed by Jessica Westbay, Director of Procurement and Contract Services at California State University, Chico, who currently holds delegated authority over the agreement originally signed by Sara Rumiano, the former Associate Vice President for Procurement, Property & Distribution Services/Real Estate.

4. **Effectiveness of Agreement:** Except as set forth in this Amendment #1 of Agreement, all provisions of the Agreement dated September 25, 2024, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the day and year written below.

PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES

By: _____
Name: Kevin Goss
Title: Chair of Board of Supervisors

Date: _____

ATTEST:

_____
Allen Hiskey, Clerk of the Board

Date:_____

Approved as to form:

_____
Stephen Schofield, Attorney
County Counsel's Office

CALIFORNIA STATE UNIVERSTY, CHICO

By: _____
Name: Jessica Westbay
Title: Director , Procurement and Contract Services

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Director of Environmental Health**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Best Best & Krieger, LLP for assistance with Dixie Fire Zone X ordinance and DTCS compliance; effective June 1, 2025; not to exceed $5,000.00; (General Fund Impact) as approved in FY 25/26 adopted budget (2003052/521900); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County and Best Best & Krieger, LLP for assistance with Dixie Fire Zone X ordinance and DTCS compliance; effective June 1, 2025; not to exceed $5,000.00; (General Fund Impact) as approved in FY 25/26 adopted budget (2003052/521900); approved as to form by County Counsel.

Background and Discussion:
Approve and authorize Chair to ratify and sign an agreement between Plumas County and Best Best & Krieger, LLP for assistance with Dixie Fire Zone X ordinance and DTCS compliance; effective June 1, 2025; not to exceed $5,000.00; (General Fund Impact) as approved in FY 25/26 adopted budget (2003052/521900); approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Best Best & Krieger, LLP for assistance with Dixie Fire Zone X ordinance and DTCS compliance; effective June 1, 2025; not to exceed $5,000.00; (General Fund Impact) as approved in FY 25/26 adopted budget (2003052/521900); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 adopted budget (2003052/521900)

Attachments:
1. BBK_Ordinance Review_Contract_D10-25 FINAL

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Best Best & Krieger a Limited Liability Partnership (LLP) (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 (Scope of Work), 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 (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Five Thousand dollars ($5,000.00).

3. Term. The term of this agreement shall be from June 1, 2025, through May 31, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2025, 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 except for services already provided but not yet paid to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 10, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

      ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

      iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

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

County:

County Counsel
County of Plumas
520 Main Street Ste. 115
Quincy, CA 95971
Attention: Sara James, Deputy County Counsel
sarajames@countyofplumas.com
530-283-6549

Contractor:

Best Best Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761

Attention: Marco Martinez, Partner
marco.martinez@bbklaw.com
(909) 989-8584

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. Agreement 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 Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

    c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

CONTRACTOR:

Best Best & Krieger

By: _____
Name: Marco A. Martinez
Title: Partner
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

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Contractor shall provide additional services in assisting County with a review of a specialty land use ordinance that imposes additional land use requirements on properties impacted by the Dixie Fire. Specifically, BB&K will review the draft ordinance, the compliance requirements requested by the California Department of Toxic Substances Control (DTSC) and implementation measures included in the ordinance to assure compliance with DTSC requirements and California planning and zoning laws (Project). Tasks may include:

1. **Kick-off Introduction Meeting**

2. **Initial Review of Draft Ordinance & Preparation of Written Comments**

3. **Final Review of Ordinance (after changes)**

4. **Assistance with staff reports, NOE/NOD, etc.**

5. **Possible General Plan Consistency and CEQA Review**

EXHIBIT B

Fee Schedule

Compensation shall not exceed $5,000 for work under this Agreement.

For requested services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor as follows:

Hourly Rates:

Partners of Counsel	$405.00/hour
Associates	$280.00/hour
Paralegals	$185.00/hour

Contractor shall submit an invoice to County for each calendar month in which services are provided.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kendra Fredricksen, Behavioral Health Secretary/Treasurer**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Review the California Behavioral Health CBHPC 2025 Data Notebook for Boards and Commissions.**

Recommendation:
Review the California Behavioral Health CBHPC 2025 Data Notebook for Boards and Commissions.

Background and Discussion:
The Board of Supervisors review this Notebook.

Action:

Review the California Behavioral Health CBHPC 2025 Data Notebook for Boards and Commissions.

Fiscal Impact:

No General Fund Impact

Attachments:
1. PCBHC Data Notebook 2025

#7

COMPLETE

Collector:	CBHPC 2025 Data Notebook (Web Link)
Started:	Thursday, September 04, 2025 9:01:23 AM
Last Modified:	Friday, October 10, 2025 9:48:48 AM
Time Spent:	Over a month
IP Address:	143.55.94.209

Page 3: Wellness and Recovery Centers in California's Public Behavioral Health System

Q1

What is the name of your county?

Plumas

Q2

How many Wellness Centers are there in your county?

2

Q3

Does your county also currently operate a Clubouse Model program?

No

Page 4: Wellness and Recovery Centers in the Public Behavioral Health System

Q4

Name of the Center/Program

Portola Wellness Center

Q5

Address of the Center/Program

280 East Sierra Street. Portola California 96122

Q6

Is the program operated by the county?

Yes

Q7

Is the program a non-profit organization?

Yes

Q8

Is the program part of another organization?

No

Q9

Does the program receive any issues or stigma from the surrounding community, i.e. NIMBYism?

No

Q10

Who can we reach out to for more information about the program? (This may or may not be the same person who completed the survey.) Please provide their name, title, and contact information.

Kristy Pierson, MHSA/BHSA Coordinator
kpierson@pcbh.services 530-283-6307 ext. 1200

Q11

Does the program have a Board of Directors?

No

Q12

Are the participants engaged in the management and design of the program?

Yes

Q13

Will the program assist participants' inclusion in community planning activities, such as the integrated plan for the behavioral health department?

Yes

Q14

Is the program based on the recovery model?

Yes

Q15

Is the program drop-in?

Yes

Q16

Please indicate who is welcome at your center (check all that apply):

Persons who identify mental health needs,

Persons who identify substance use disorders needs,

Persons who do not identify with either category,

Other (please specify):

Any/all community members

Q17

Does your program follow a specific model? If yes, what is the name of the model?

No

Q18

Which of the following funding sources are used for program operations? Please check all that apply.

Grants,

Other (please specify):

MHSA

Q19

Does the program operate as part of a larger organization that is not the county behavioral health department? If yes, what organization?

No

Q20

Do the supervisors of the program have lived experience?

Yes

Q21

Does the program utilize volunteers with lived experience from your membership?

Yes

Q22

Does the program utilize other volunteers, such as family members of people with lived experience?

Yes

Q23

Does the program employ certified peer support specialists?

Yes

Q24

If you answered "Yes" to question 23, are the peer support specialists the program employs billing Medi-Cal for their services?

No

Q25

Please list other categories of people working in the program:

Site coordinators, peers as extra help

Q26 Does the program have guidelines or a code of conduct that participants must agree to?	**Yes**
Q27 Does the center offer support or activity focused groups? If yes, what are some of the topics?	Yes (please specify): Coping skills, family support groups, youth groups, SUD groups
Q28 Does the center have a set schedule of groups and activities?	**Yes**
Q29 Is there a list of activities provided to participants by staff?	**No**
Q30 Does the center offer activities in different languages? If yes, what languages?	**No**
Q31 What personal supports does the center offer to participants? Please check all that apply:	**Snacks,** **Clothing closet,** **Personal grooming,** **Personal products / toiletries,** Other (please specify): Blanket and coat drive, SUD groups, HAVEN machines
Q32 Are transportation services or support provided to participants?	**Yes**
Q33 Is there a licensed clinician at the center?	**Yes**
Q34 Do you provide medication management support? If yes, please describe the services.	**No**

Q35

Does the program accept drop-in participants?

Yes

Q36

Does the program receive referrals from the county?

No

Q37

Does the program receive referrals from other organizations? If yes, please list some of those organizations.

Yes (please specify):
Schools, Plumas Crisis Intervention & Resource Center, Plumas Rural Services, Probation, Public Health, Veterans, Social Services

Q38

Does the program conduct satisfaction surveys for participants?

Yes

Q39

If possible, please describe one brief success story from/about the program.

We have had clients who have received services go on to become Peer Support Specialists.

Page 5: Post-Survey Questionnaire

Q40

What process was used to complete this Data Notebook? (please select all that apply)

BH Board reviewed W.I.C. 5604.2 regarding the reporting roles of mental health boards and commissions

,

Data Notebook placed on Agenda and discussed at Board meeting

,

BH board partnered with county staff or director,

BH board submitted a copy of the Data Notebook to the County Board of Supervisors or other designated body as part of their reporting function

Q41

Does your board have designated staff to support your activities?

Yes (if Yes, please provide their job classification):
Quality Assurance and Compliance Manager

Q42

Please provide contact information for this staff member or board liaison.

Name	**Jessica McGill**
County	**Plumas**
Email Address	**jmcgill@pcbh.services**
Phone Number	**530-283-6307**

Q43

Please provide contact information for your Board's presiding officer (Chair, etc.)

Name	**Mimi Hall, Board of Supervisor**
County	**Plumas**
Email Address	**mimihall@countyofplumas.com**
Phone Number	**530-** 283-6170

Q44

Respondent skipped this question

Do you have any feedback or recommendations to improve the Data Notebook for next year?

Page 6

Q45

If you would like to receive a copy of your responses for your records, please provide a valid email address and we will follow up with an exported PDF of your survey.

oursavior95971@yahoo.com

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of ($102.25) from (General Fund Balance) to (Contributions to LAFCO 2003153/533120) to cover the over-budget costs (Adopted Budget $102.25 Short for County Contribution To LAFCO); approved by Auditor/Controller.**

Recommendation:

Approve and authorize supplemental budget transfer(s) of ($102.25) from (General Fund Balance) to (Contributions to LAFCO 2003153/533120) to cover the over-budget costs (Adopted Budget $102.25 Short for County Contribution To LAFCO); approved by Auditor/Controller.

Background and Discussion:

Approve and authorize supplemental budget transfer(s) of ($102.25) from (General Fund Balance) to (Contributions to LAFCO 2003153/533120) to cover the over-budget costs (Adopted Budget $102.25 Short for County Contribution To LAFCO); approved by Auditor/Controller.

Action:

Approve and authorize supplemental budget transfer(s) of ($102.25) from (General Fund Balance) to (Contributions to LAFCO 2003153/533120) to cover the over-budget costs (Adopted Budget $102.25 Short for County Contribution To LAFCO); approved by Auditor/Controller.

Fiscal Impact:

General Fund Impact of $102.25

Attachments:

1. 20251106165629

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Contributions Dept. No: 20031 Date 11/6/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001			USE OF FUND BALANCE	102.25
			Total (must equal transfer to total)	102.25

☐ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	20031	533120	CONTRIBUTION TO LAFCO	102.25
			Total (must equal transfer to total)	102.25

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) CONUNTY CONTRIBUTION TO LAFCO WAS BUDGETED FOR $50,021.21 SHOULD OF BEEN $50,123.46

B) CONTRIBUTION SHORT $102.25

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mattee Moniz

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

Plumas Local Agency Formation Commission
5050 Laguna Blvd #112-711
Elk Grove, CA 95758
Plumaslafco.org
530-283-7069

July 27, 2025

Plumas Co. Auditor-Controller
520 Main Street, Room 205
Quincy, CA. 95971

RE: Transmittal of LAFCO Adopted Final FY 2025-2026 budget

As directed by the Plumas Local Agency Formation Commission and Government Code Section 56381(a), I am transmitting a copy of adopted Resolution 2025-0004 and the adopted final budget for Plumas LAFCO. The contribution for the City and the County is $50,123.46 each.

Sincerely,

Jennifer Stephenson

Jennifer Stephenson
Executive Officer

Plumas County
Financing Sources and Uses by Budget Unit by Object
Governmental Funds
Fiscal Year 2025-26

Fund: 0001 GENERAL
Budget Unit: 20031 - CONTRIBUTIONS
Function: 01 - GENERAL GOVERNMENT
Activity: 10 - LEGISLATIVE & ADMIN

Detail by Revenue Category and Expenditure Object	2023-24 Actual	2024-25 Actual ☑ Estimated ☐	2025-26 Recommended	2025-26 Adopted by the Board of Supervisors
1	2	3	4	5
43-USE OF MONEY PROPERTY				
43015 - INTEREST A&D	152	135	0	0
Total 43 - USE OF MONEY & PROPERTY	**152**	**135**	**0**	**0**
48-TRANSFER				
48000 - TRANSFER-IN	0	0	0	0
Total 48 - TRANSFER	**0**	**0**	**0**	**0**
Total Revenue	**152**	**135**	**0**	**0**
52-SERVICES SUPPLIES				
525000 - OVERHEAD	0	0	3,319	3,319
Total 52 - SERVICES & SUPPLIES	**0**	**0**	**3,319**	**3,319**
53-OTHER CHARGES				
531100 - CONTRIB CFP PYMNTS	55,739	44,591	44,591	44,591
532040 - CONTIRB-PCCDC PILOT	0	0	0	0
533090 - CONTRIB ARTS COUNSEL	0	0	0	0
533096 - CONTRIB--RAILROADS DAYS	0	0	0	0
533100 - CONTRIB CHAMBER COMMRCE	0	0	0	0
533120 - CONTRIB LAFCO	67,347	50,021	50,021	50,021
533161 - ECON DEV & TOURISM	0	0	0	0
533210 - PAY BACK STATE-A&D GRNT	0	0	0	0
533600 - CONTRIB MEDICAL SVC	27,964	55,928	27,964	27,964
534360 - CONTRIB TO SENIOR TRANS	48,513	0	234,789	234,789
534362 - CONTRIB REC CNTR-TO HLTH	0	0	0	0
534950 - CONTRIB TRIAL COURTS	154,384	154,384	154,384	154,384
535500 - CONTRIB -IV PARK&REC	0	0	0	0
535510 - CONTRIB- E.PL.PARK&REC	0	0	0	0
535520 - CONTRIB-CNTRL PRK&REC	6,500	6,500	6,500	6,500
535530 - CONTRIB- ALMNR PRK&REC	0	0	0	0
535532 - CONTRIB-SIERRA VALLEY GMD	0	0	0	0
Total 53 - OTHER CHARGES	**360,447**	**311,424**	**518,249**	**518,249**
58-TRANSFERS				
58000 - TRANSFER-OUT	0	0	3,157	3,157
580000 - TRANSFER	0	0	0	0
580001 - TRANSFER	0	0	0	0
583110 - CONTRIB QLG LITIGATION	0	0	0	0
583180 - CONTRIB TRANS DEBT SVC	966,197	2,283,125	1,776,532	1,776,532
583500 - CONTRIB TRANS AIR POLL CN	11,000	10,820	11,150	11,150
583524 - CONTRIB TRANS FLOOD CNTRL	0	0	15,600	15,600
584320 - CONTRIB EXCESS TRIAL CST	0	0	0	0
584362 - CONTRIB TRANS REC CNRT-HL	0	0	0	0
584960 - CONTRIB TRANS FAIR	0	0	0	0
584980 - CONTRIB TRANS MNTL HLTH	0	7,672	7,672	7,672
585010 - CONTRIB TRANS PUB HLTH	66,295	66,295	66,295	66,295
585150 - CONTRIB TRANS DIST ATTRNY	1,885,774	2,127,829	2,343,234	2,343,234

RESOLUTION NO. _____

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF'S OFFICE TO APPLY FOR AND ACCEPT FY 2026-27 BOATING SAFETY AND ENFORCEMENT AID FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.

WHEREAS funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Plumas County; and

WHEREAS Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid; and

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF PLUMAS, a political subdivision of the State of California, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2026-27, and accept, if awarded, funding in the anticipated amount of $93,765.00, to sign the departments forms for each reimbursement claim, and to do and perform everything necessary to carry out the purpose of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas that the Plumas County Sheriff's Office is authorized to participate in the Fiscal Year 2026-27 Boating Safety and Enforcement Financial Aid Program, that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

DULY PASSED AND ADOPTED this _____ day of December 2025 by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

_____
Kevin Goss,
Chair Board of Supervisors

ATTEST:

_____
Allen Hiskey,
Clerk of the Board

Approved as to form:

Stephen Schofield, Attorney

Application for Financial Aid -- 801
Fiscal Year 26/27

Agency PLUMAS COUNTY SHERIFF'S OFFICE **County** PLUMAS

Address 1400 E. MAIN ST QUINCY, CA 95971

General Description of Boating Safety and Enforcement Programs:

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

The Plumas County Sheriff's Boating Safety & Enforcement unit has a strong presence on the recreational and fishing lakes throughout the county. They enforce state and local laws, as well as county ordinances in order to provide regulation and safety in all boating activities. Boating safety and awareness presentations are conducted as often as possible, and they offer information, exhibits, and displays. Random boat inspections are performed regularly to insure that all vessels and their operators comply with the law. The BS&E unit provides safety, protection and supervision at organized water events to insure that operation and safety requirements are observed and the laws enforced.

Waterways to be Patrolled					Estimated Density by Quarter[a/]			
Lakes, Open Ocean	Area in Square Miles	Primary Usage[b/]	Type(s) of Patrols[c/]	FT or PT[d/]	1st	2nd	3rd	4th
1. Lake Almanor	43.75	B	Boat, Foot & Vehicle	FT	2403			2581
2. Antelope Lake	1.45	B	Boat, Foot & Vehicle	FT	151			238
3. Bucks Lake	10.3	B	Boat, Foot & Vehicle	FT	550			676
4. Butt Lake	5	A	Boat & Foot	FT	53			32
5. Lake Davis	5.3	A	Boat & Vehicle	FT	112			245
6. Frenchman Lake	6.2	B	Boat, Foot & Vehicle	FT	145			370
7. Little Grass Valley Reservoir	2.2	B	Boat, Foot & Vehicle	FT	136			229
8.								
9.								
10.								
11.								
12.								
13.								
Rivers	Length in Miles	Primary Usage[b/]	Type(s) of Patrols[c/]	FT or PT[d/]	1st	2nd	3rd	4th
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

Revised 2019

Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 26/27

Agency PLUMAS COUNTY SHERIFF'S OFFICE

Address 1400 E. MAIN ST QUINCY, CA 95971 **County** PLUMAS

Proposed Program Costs

1. Personnel (Form 801.2)	$141,382.76
2. Operations, Maintenance and Equipment (Form 801.3)[a/]	$83,300.00
3. Total direct BS&E proposed program cost (2+3)	$224,682.76
4. Administrative costs[b/]	$11,743.22
5. Total BS&E proposed program costs (3+4)	$236,425.98
6. Less: Boat Taxes (Form 801.4)	$38,951.00
7. Total Net Proposed Program Cost (5-6)	$197,474.98

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

Chad Hermann, Sheriff
TYPED NAME

530-283-6375
TELEPHONE

Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 26/27

Agency Plumas County Sheriff's Office **County** Plumas

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Boat Patrol Officer	2582A	640.00	$25.82	$16,524.80
2.	Boat Patrol Officer	2582A	560.00	$25.82	$14,459.20
3.	Boat Patrol Officer	2582A	560.00	$25.82	$14,459.20
4.	Boat Patrol Officer	2582A	500.00	$25.82	$12,910.00
5.	Boat Patrol Officer	2582A	500.00	$25.82	$12,910.00
6.	Boat Patrol Officer	2582A	400.00	$25.82	$10,328.00
7.	Boat Patrol Officer	2582A	400.00	$25.82	$10,328.00
8.	Boat Patrol Officer	2582A	400.00	$25.82	$10,328.00
9.	Deputy Sheriff	2930E	20.00	$53.45	$1,069.00
10.	Deputy Sheriff	2994L2	20.00	$60.27	$1,205.40
11.	Deputy Sheriff	2844D	20.00	$49.41	$988.20
12.	Deputy Sheriff	2844E	20.00	$51.90	$1,038.00
13.	Sergeant	3464L5	20.00	$80.67	$1,613.40
14.	Reserve Deputy Sheriff	2582B	40.00	$27.12	$1,084.80
15.	Reserve Deputy Sheriff	2582B	40.00	$40.68	$1,627.20
16.	Boat Patrol Officer	2582A	40.00	$38.73	$1,549.20
17.	Boat Patrol Officer	2582A	30.00	$38.73	$1,161.90
18.	Boat Patrol Officer	2582A	25.00	$38.73	$968.25
19.	Boat Patrol Officer	2582A	25.00	$38.73	$968.25
20.	Boat Patrol Officer	2582A	25.00	$38.73	$968.25
21.	Total		4,285.00		$116,489.05

22. Average Customary Fringe Benefit Percent 21.37000000%

23. Total Proposed Personnel Costs $141,382.76

Revised 2019

Boating Safety and Enforcement Aid Program
Proposed Operations, Maintenance and Equipment Costs -- 801.3
Fiscal Year 26/27

Agency Plumas County Sheriff **County** Plumas

Patrol Vessels: Fuel $30,000.00 + Repair $25,000.00 + Storage $9,800.00 = $ 64,800.00

Vehicles: Miles 1,000 Mileage Allowance 0.700 = 700.00

LIST OTHER O&M AND EQUIPMENT

1. Uniform Allowance/Protective Clothing	$ 3,000.00
2. Maintenance Supplies & Equipment	$ 5,000.00
3. Other Equipment & Supplies	$ 7,000.00
4. Watercraft Insurance	$ 2,800.00
5.	$
6.	$
7.	$
8.	$
9.	$
##	$
11.	$
12.	$
13.	$
14.	$
15.	$
16.	$
17.	$
18.	$
19.	$
20.	$
21.	$
22.	$
23.	$
24.	$
25.	$
Total	$ 83,300.00

Fiscal Year 26/27

Agency Plumas County Sheriff's

County PLUMAS

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year $ 38,951

Certification

I attest that I am a duly authorized representative of the auditor's office of

PLUMAS county/city;

and that this calculation results in the best estimate of boat tax revenues

for the fiscal year noted.

Martee Niemann
SIGNATURE

10/9/2025
DATE

Martee Niemann
TYPED NAME AND TITLE

530-283-6249
TELEPHONE

Revised 2019

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize a budget transfer in the amount of $2,202.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator); discussion and possible action. Four/fifths roll call vote.**

Recommendation:
Approve and authorize a budget transfer in the amount of $2,202.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator).

Background and Discussion:
The purchase of a new generator for the Sheriff's Office was approved on February 18, 2025. The approved Master Purchase Agreement was not to exceed $50,000.00. The original estimate from the vendor was for $44,517.70. The amount that was budgeted and carried into the FY 25/26 adopted budget was $45,000.00. The final invoice arrived, and the total invoice amount is $45,397.70 due to a supply chain surcharge. A budget transfer of $398.00 was approved by this Board on 10/21/25 to cover the total costs. While processing the invoice for payment, it was discovered that the out-of-state vendor did not charge for the required sales tax. The sales tax amount is $2,201.49. An additional budget transfer is needed to cover the cost of the sales tax. The total cost will now be $47,599.19 and remain with the previously approved Master Purchase Agreement.

Action:

Approve and authorize a budget transfer in the amount of $2,202.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator).

Fiscal Impact:

(No General Fund Impact) Sheriff Rural & Small Law Enforcement funds

Attachments:
1. Budget Appropriation Transfer - 70331-544130
2. OLB Associates - Generator Invoice (sales tax noted)

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443 - SHERIFF Dept. No: 70331 Date 10/28/2025

The reason for this request is (check one):

			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	520902	VEHICLE MAINTENANCE	2,202.00
			Total (must equal transfer to total)	2,202.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	544130	GENERATOR	2,202.00 ~~2,200.00~~
			Total (must equal transfer to total)	~~2,200.00~~ 2,202.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TRANSFER TO COVER SHORTAGE IN ACCOUNT

B) BUDGET SUFFICIENT TO COVER ANTICPATED EXPENSES

C) EXPENSES INCURRED IN FY 25/26

D) _____

Approved by Department Signing Authority: Ron Towery

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marie Nieman

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

V#2909

OLB Associates, LLC
W333 S191 Glen Oaks Drive
Delafield, WI 53018

Attn: Chad Hermann
Plumas County Sheriff's Office
1400 East Main Street
Quincy, CA 95971

October 3, 2025

Invoice Number: 251175

INVOICE

70331-544130

Reference Master Purchase Agreement County of Plumas, CA, 1-23-2025
Serial Number 33MYGMNH0004

Customer Name	Plumas County Sheriff's Office	**Invoice Number**	251175
Job Name	Plumas County 80kW	**Date**	10/3/2025
Location	Quincy, CA 95971	**Due Date**	11/3/2025
Invoice Amount	**$45,397.70**		

Part Number	Description	Qty	Unit Price	Extended Price
KG80-CP1	KG80 Generator Set	1	$ 30,365.41	$ 30,365.41
GM71618-KP1	Flexible Fuel Line	1		
GM105772-KP	Literature, General Maintenance, KG80	1		
Standard GSA Items:				
GM107120-AA1	DECAL, EPA	1		
000000000000222661	Nameplate Rating, Standby 130 Degree	1		
000000000000333702	Voltage,60Hz,120/240V,1Ph,3W,1.0PF	1		
GM116512-MA1	Unit Mtd Radiator Cooling	1		
GM105461-MA1	Air Intake, 80KW, Standard Duty	1		
GM107121-AA8	SOFTWARE, PROGRAMMING, APM402 60Hz	1		
000000000000358324	Fuel Code, LP Gas/LP Liquid	1		
GM105420-MA4	Fuel Module, Single Fuel UL	1		
GM88179-CA1	Breaker 1 Components	1		

GM86123-KA1	Decals, Bonding & Phasing	1		
GM50088	1 Year Standard, Standby	1		
GM118598-GA2	KG80, 4RX, 6.2L Turbo	1		
GM77540-MA1	ALT&MTG, 4R9X (SAE 11.5, No. 3)	1		
GM104537-MA1	Skid&Mtg, 44"	1		
GM104540-MA1-BLK	CONTROLLER&MTG, APM402 400A 3PH	1		
	Open Market Items:			
GM105582-KA1-KCB	SOUND ENCLOSURE, STEEL, 80kW	1		
GM115370-KA1	BLOCK HEATER, 1500W, 120V	1		
000000000000256985	Battery,1/12V,650CCA,Wet	1		
GM96391-KA1	Battery Charger 12V, 6A	1		
GM52295-KA1	LCB, 350A, LAP, Therm Mag, 80%	1		
GM51852-KA1	MTG, LCB, L-Frame 300-400, 4S	1		
GM51870-KA13-KCB	COVERS, 4S J-BOX L-FRAME WITH L LCB	1		
GM51855-KA2	Neutral, 600A 4S	1		
GM28625-KA2	Coolant in Genset 6 gals.	1		
GM64354-KA1	SKID EXTENSION	1		
000000000000221661	Warranty, 2 Year Basic	1		

	Estimated Load Test and Set Up	0	$9,779.79	$9,779.79
	Estimated Freight	0	$4,372.50	$4,372.50
			$14,152.29	$14,152.29
	Total Invoice		$44,517.70	$44,517.70
	Supply Chain Surcharge		$880.00	$880.00

Please Pay This Amount **$ 45,397.70**

* $2201.49 TAX

OLB Associates, LLC CAGE 7MFD4, DUNS 080250644, UEI X14MMN2GEWG3
Authorized Dealer, Kohler Co. (Rehlko), GSA Contract GS07F019DA

OLB Associates, LLC W-9 Attached $47,599.19

Due upon receipt of invoice. Please make check payable to OLB Associates, LLC.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Roni Towery**

MEETING DATE: **November 18, 2025**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Axon Enterprises Inc., to provide tasers, supplies and training, effective November 1, 2025, to November 30, 2029; not to exceed a total of $140,000; annual payments of $25,709 (No General Fund Impact) as approved in FY25/26 adopted budget 70356/520940 (Sheriff Supplemental Law Enforcement Services Fund/Safety Equipment); approved as to form by County Counsel; discussion and possible action. Four/fifths roll call vote**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Axon Enterprises Inc., to provide tasers, supplies and training, effective November 1, 2025, to November 30, 2029; not to exceed a total of $140,000; annual payments of $25,709 (No General Fund Impact) as approved in FY25/26 adopted budget 70356/520940 (Sheriff Supplemental Law Enforcement Services Fund/Safety Equipment); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

Background and Discussion:

This Board approved the agreement with Axon Enterprises, Inc. on October 14, 2025. The agreement was sent to Axon, and they advised that the individuals identified to sign were incorrect. It was also determined that an outdated quote had been included and Exhibit A. In addition, the term was changed to coincide with the new quote. The agreement has been updated to reflect the change to the Axon signer, to include the current quote and correct the term.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Axon Enterprises Inc., to provide tasers, supplies and training, effective November 1, 2025, to November 30, 2029; not to exceed a total of $140,000; annual payments of $25,709 (No General Fund Impact) as approved in FY25/26 adopted budget 70356/520940 (Sheriff Supplemental Law Enforcement Services Fund/Safety Equipment); approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote**

Fiscal Impact:

No General Fund Impact; as approved in FY 25/26 adopted budget 70356/520940

Attachments:

1. Axon

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 Axon Enterprise, Inc., a Delaware Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, which is fully incorporated into this Agreement and attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One hundred forty thousand and no/100 Dollars ($140,000.00).

3. Term. The term of this agreement shall be from November 1, 2025, through November 30, 2029, unless terminated earlier as provided herein.

   County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

4. 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.

5. 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, and all applicable grant funding conditions.

6. Amendment. This Agreement may be amended at any time by mutual written 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.

7. Indemnification. To the fullest extent permitted by law and only to the extent caused by Contractor's negligence or willful misconduct, Contractor shall indemnify, protect, defend, and hold County and County 's officers, employees, agents, and volunteers harmless and free from any third party claims, liabilities, or expenses, including reasonable attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct, related in any way to Contractor's performance of its services pursuant to this Agreement. In the event County and/or any of County 's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Contractor shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to reasonable attorney's fees. Contractor shall have no obligation to indemnify or defend County to the extent a claim arises from the negligence or willful misconduct of County or any third party outside of Contractor's control.

   Contractor also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Contractor 's professed expertise and experience in performing such services. In addition, Contractor understands and agrees that while County or County 's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Contractor pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Contractor waives any right of contribution against County or any of County 's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Contractor pursuant to this Agreement.

   The Contractor 's obligations under this Section of the Agreement shall survive the termination of the Agreement.

   Notwithstanding the foregoing, Contractor's aggregate cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed One Million Dollars ($1,000,000.00). Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8. 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 one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of 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 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. Intentionally omitted.

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. Intentionally omitted.

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.

Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement.

9. 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.

10. 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.

11. 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.

12. Assignment. Neither Party may assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party, which shall not unreasonably be withheld.

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. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

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

County:

Plumas County Sheriff's Office
County of Plumas
1400 E. Main Street

Quincy, CA 95971
Attention: Jeremy Beatley

Contractor:

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, AZ 85255
Attention: LEGAL

legal@axon.com

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 Contractors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

27. Additional Terms and Conditions. Contractor's Master Services and Purchasing Agreement is hereby incorporated into this Agreement as Exhibit B.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Axon Enterprises, Inc., a Delaware Corporation

By:_____
Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel

COUNTY:

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

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

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Axon Quote

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-757878-45930AS

Issued: 09/30/2025

Quote Expiration: 10/31/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 115897

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Plumas County Sheriff's Office - CA 1400 E Main St Quincy, CA 95971-9402 USA	Plumas County Sheriff's Office - CA 1400 E Main St Quincy CA 95971-9402 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Thomas Froggatt Phone: 5302836399 Email: tomfroggatt@countyofplumas.com Fax: (530) 283-6344

Quote Summary

Program Length	60 Months
TOTAL COST	$124,728.00
ESTIMATED TOTAL W/ TAX	$131,081.01

Discount Summary

Average Savings Per Year	$8,322.85
TOTAL SAVINGS	$41,614.25

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$24,438.00	$1,270.62	$25,708.62
Dec 2025	$2,538.00	$0.00	$2,538.00
Nov 2026	$24,438.00	$1,270.62	$25,708.62
Nov 2027	$24,438.00	$1,270.62	$25,708.62
Nov 2028	$24,438.00	$1,270.62	$25,708.62
Nov 2029	$24,438.00	$1,270.53	$25,708.53
Total	**$124,728.00**	**$6,353.01**	**$131,081.01**

Quote Unbundled Price:	**$166,335.00**
Quote List Price:	**$132,690.00**
Quote Subtotal:	**$124,728.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	60	$109.09	$86.66	$81.46	$122,190.00	$6,353.01	$128,543.01
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$2,538.00	$2,538.00	$0.00	$2,538.00
Total							**$124,728.00**	**$6,353.01**	**$131,081.01**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	25	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	11/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	25	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	25	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	25	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	25
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	25	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1400 E Main St	Quincy	CA	95971-9402	USA
2	1400 E Main St	Quincy	CA	95971-9402	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	$24,438.00	$1,270.62	$25,708.62
Total				**$24,438.00**	**$1,270.62**	**$25,708.62**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$2,538.00	$0.00	$2,538.00
Total				**$2,538.00**	**$0.00**	**$2,538.00**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	$24,438.00	$1,270.62	$25,708.62
Total				**$24,438.00**	**$1,270.62**	**$25,708.62**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	$24,438.00	$1,270.62	$25,708.62
Total				**$24,438.00**	**$1,270.62**	**$25,708.62**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	$24,438.00	$1,270.62	$25,708.62
Total				**$24,438.00**	**$1,270.62**	**$25,708.62**

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	25	$24,438.00	$1,270.53	$25,708.53
Total				**$24,438.00**	**$1,270.53**	**$25,708.53**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/30/2025

EXHIBIT B

Contractor's Master Services and Purchase Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any**

claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination**. Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work**. Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings**. Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination**.

    17.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General**.

19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	**Plumas County (CA)**
Signature: _____	Signature: _____
Name: Robert E. Driscoll, Jr	Name: Kevin Goss
Title: Deputy General Counsel	Title: Chair, Board of Supervisors
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

1.1. “Data Controller” means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

1.2. “Data Processor” means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer’s tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

1.5. “End User” means the natural person subject to Customer’s authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

1.6. "Non-Content Data" is data, configuration, and usage information about Customer’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

1.9. “Subprocessor” means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence

3. **Customer Owns Customer Content**. Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon’s business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the

Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

   5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

   5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party;

(b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    15.1. , The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

    15.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing,

Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions**. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

16.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

16.8. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

16.9. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

17. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

18. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

19. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

20. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Axon Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes**:**

System set up and configuration • Axon performs discovery to understand and document the Agency's needs.

• Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.
Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

16. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form

("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Axon Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay**. Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Axon TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty**.
   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
   3.2. **Single User Warranty**. If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.3. **Pooled User Warranty**. If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.4. **Training User Devices**. If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.5. **CEW Cartridges**. Used CEW cartridges are deemed to have operated properly.
   3.6. **Miscellaneous**. The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
   3.7. **Registration**. Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days

500+ officers	180 days

6. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
7. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
11. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
    - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its End Users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer of $14,732.00 within Department AB443 (70331), from Federal-Other (44520) to Computer Hardware-Supplies (529851) ($6,654.00),and Travel-Out of County (527500) ($8,078.00) to cover the costs approved within Resolution No. 25-9055 for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG); approved by Auditor/Controller; discussion and possible aciton. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of $14,732.00 within Department AB443 (70331), from Federal-Other (44520) to Computer Hardware-Supplies (529851) ($6,654.00),and Travel-Out of County (527500) ($8,078.00) to cover the costs approved within Resolution No. 25-9055 for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG); approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Resolution No. 25-9055 was approved by BOS on September 2nd, 2025, authorizing the Sheriff's Office to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG). The full amount applied for was awarded ($14,732.00). This supplemental budget is for the amount of funding that was awarded.

Action:

Approve and authorize supplemental budget transfer of $14,732.00 within Department AB443 (70331), from Federal-Other (44520) to Computer Hardware-Supplies (529851) ($6,654.00),and Travel-Out of County (527500) ($8,078.00) to cover the costs approved within Resolution No. 25-9055 for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG); approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) Edward Byrne Memorial Justice Assistance Grant (JAG)

Attachments:

1. Supplemental Budget Request
2. Appendix B - Resolution No. 25-9055

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SHERIFF AB443 Dept. No: 70331 Date 10/8/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	44520	FEDERAL - OTHER	14,732.00
			Total (must equal transfer to total)	14,732.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	529851	COMPUTER HARDWARE - SUPPLIES	6,654.00
0017G	70331	527500	TRAVEL - OUT OF COUNTY	8,078.00
			Total (must equal transfer to total)	14,732.00

RECEIVED
OCT 08 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) GRANT AWARDED IN THE AMOUNT OF $14,732.00

B) APPLIED AND AWARDED GRANT FUNDING AFTER BUDGET WAS ADOPTED

C) GRANT PERIOD 10/01/25-09/30/26.

D) N/A

Approved by Department Signing Authority: Linh Nonk

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlee Nen

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

RESOLUTION NO. 25 - 9055

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND ACCEPT FUNDING FOR FISCAL YEAR 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.

WHEREAS the **Plumas County Sheriff's Office** desires to participate in the 2025 Edward Byrne Memorial Justice Assistance Grant Equipment and Training Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the **Sheriff-Coroner** be authorized on behalf of the **Plumas County** to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Passed, approved, and adopted by the **Plumas County** in a meeting thereof held on **September 2, 2025,** by the following:

AYES: Supervisors: McGowan, Goss, Engel, Ceresola, Hall

NOES:

ABSENT:

Kevin Goss, Chair Board of Supervisors — Date: 02 SEP 2025

ATTEST: Allen Hiskey, Clerk of the Board — Date: 02 SEP 2025

Approved as to form:
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign the first amendment to agreement between Plumas County Sheriff's Office and Digitalpath, Inc. for Radio Hill site space; effective 11/03/2025; (No General Fund Impact) revenue agreement; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to ratify and sign the first amendment to agreement between Plumas County Sheriff's Office and Digitalpath, Inc. for Radio Hill site space; effective 11/03/2025; (No General Fund Impact) revenue agreement.

Background and Discussion:

The Sheriff's Office has a communications site on Radio Hill. Digitalpath pays the Sheriff's Office to utilize space at that site. This amendment is to update equipment, adjust the fees and for the Board Chair to sign.

Action:

Approve and authorize Chair to ratify and sign the first amendment to agreement between Plumas County Sheriff's Office and Digitalpath, Inc. for Radio Hill site space; effective 11/03/2025; (No General Fund Impact) revenue agreement.

Fiscal Impact:

No General Fund Impact - Revenue agreement

Attachments:

1. Radio Hill First Amendment_11-3-25 signed by Digitalpath
2. Initial - Plumas County Site License - Radio Hill

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND DIGITALPATH, INC.

This First Amendment to Agreement ("Amendment") is made and entered into as of the date of execution by the parties hereto, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY") by and through its Sheriff's Office, and DigitalPath, Inc., a Delaware corporation ("LICENSEE"), who agrees as follows:

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

    a. COUNTY and LICENSEE have entered into a written Agreement dated November 3, 2020 (the "Agreement"), in which LICENSEE agreed to pay COUNTY for permission to utilize specified space at the place commonly known as the Radio Hill Site, near Quincy, California.

    b. Because of the following:

    1) the original Agreement of November 3, 2020 will soon expire on its own terms,

    2) the parties wish to continue their arrangement, as laid out in the original Agreement, on substantially the same terms, with minor changes, and

    3) changes to hardware and equipment at the site,

    the parties desire to change the Agreement.

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

    a. Paragraph "4.B." is amended to read as follows:

    "**Annual Adjustment of License Fee:** At the beginning of each calendar year and continuing through the initial term and any extended option term, the license fee shall be increased by four (4) percent. This increase will be based on the total (the initial license fee plus prior annual adjustments) license fee during the preceding year. Such added adjustment shall be added to and be payable with the monthly license fee."

b. Paragraph "5.A." is amended to read as follows:

"Licensee is hereby given the option to extend the term of this License in accordance with all of the provisions contained in this License except the payment of the license fees, for two additional five (5) year terms ("Option Term One" and "Option Term Two") by giving written notice of exercise of the option ("Option Notice") to Licensor at least six (6) months, but not more than twelve (12) months prior to expiration of each Term. Failure to provide the required Option Notice for Option Term One shall result in the termination of this License upon the expiration date of this initial term or in the case of failure to provide the Option Notice for Option Term Two, then this License shall terminate at the end of Option Term One. County reserves the right to waive, at its discretion, any failure by Licensee to give timely notice as described above in this paragraph."

c. Amendment to Exhibit B:

The parties agree that Exhibit B to the original Agreement is hereby deleted in its entirety and replaced with the updated Exhibit B attached hereto and incorporated herein by reference.

3. **Ratification of Original Agreement Execution:** The parties acknowledge that the original Agreement, dated November 3, 2020, was executed by former Plumas County Sheriff, Todd Johns, rather than the Chair of the Plumas County Board of Supervisors as required by County policy. By execution of this Amendment, and subject to approval by the Plumas County Board of Supervisors, the COUNTY hereby ratifies the original Agreement and all actions taken pursuant thereto and confirms its intent to be bound by the terms of the original Agreement as if it had been executed by the authorized signatory.

4. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement November 3, 2020 shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the date of execution by the last party to sign below.

DIGITALPATH, INC.

By: _____
Name: James Higgins
Title: CEO
Date: 11/3/25

By: _____
Name: Erica Higgins
Title: CFO
Date: 11/3/25

COUNTY OF PLUMAS
SHERIFF'S OFFICE

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

ATTEST:

_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:

_____
Stephen Schofield, Attorney
County Counsel's Office

Radio Hill New Tower
DigitalPath
Equipment Modifications Worksheet

TOWER MOUNTED EQUIPMENT

	Location	ANTENNA QTY	Mount Type	Agl	Azimuth	Antenna Type	ANTENNA MAKE	ANTENNA MODEL	ANTENNA DIMENSION H" or Dia."	W"	D"	WEIGHT (Lbs)	RADIO	Frequency	Cat6
1	Dyer	1	H - Array	50'	345	Dish	Radio Waves	HP4-11	48.0			90.00	Ceragon IP20C	6Ghz	2
2	Hough	1	H - Array	50'	17	Dish	Radio Waves	HP2-11	24.0			27.00	Ceragon IP20C	11GHz	2
3	Indian Ridge	1	H - Array	50'	4.56	Dish	Radio Waves	HP2-11	24.0			27.00	Ceragon IP20C	11GHz	2
5	Quail Ridge	1	H - Array	50'	320	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2
8	E Quincy	1	H - Array	50'	131	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2
13	Tower AP	1	H - Array	50'	105	Panel	Tarana	G1	16.6	21.2	4.7	42.00	Integrated	5GHz	4
14	Tower AP	1	H - Array	50'	250	Panel	Tarana	G1	16.6	21.2	4.7	42.00	Integrated	5GHz	4
15	Tower AP	1	H - Array	50'	355	Panel	Tarana	G1	16.6	21.2	4.7	42.00	Integrated	5GHz	4
16	New Tower	1	Leg Standoff		TBD	Fire Cam	Axis	Q605-E PTZ	11.0	9	9	8.20	N/A	N/A	1
17	New Tower	1	Leg Standoff		TBD	Fire Cam	Axis	Q605-E PTZ	11.0	9	9	8.20	N/A	N/A	1
18	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		12.0			7.50	AF-5X	5GHz	1
19	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		24.0			18.00	AF-5X	5GHz	1
20	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		24.0			18.00	AF-5X	5GHz	1

Inside Rack Mounted Equipment

Quanity	Make	Model Description
1	Brocade	CER 2024C Switch
1	Microtik	CCR2116-12G-4S
1	Ubiquiti	Edge Switch XP
2	Data Logger	PDU
1	CyberPower	Smart PDU
2	Majorsign	Telecom Inv 48V
1	Majortel	DC power Supply
4	UPG	UB121000 AGM Batteries

PLUMAS COUNTY

COMMUNICATIONS SITE

LICENSE

THIS LICENSE effective on the 3rd day of Nov, 2020, by and between Plumas County, a political subdivision, of the State of California, hereinafter referred to as "Licensor", and DigitalPath, Inc a Delaware Corporation, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, the Licensor is the owner of property used for general municipal and/or utility purposes that includes communications antenna sites, located near Quincy, California commonly known as the Radio Hill Site, as described in **Exhibit "A"** attached hereto and by this reference incorporated herein, (the "Site"); and

WHEREAS, the Licensee desires to utilize space at the Site for its antenna(s) and associated equipment in accordance with the provisions contained herein on a tower that is owned by Licensor at the Site (the "Tower"); and

WHEREAS, Licensor has a radio system located on the Tower and Licensor and Licensee both agree to cooperate consistent with the terms of this License to allow Licensee to locate its communications equipment at the Site.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **SITE:** Licensor does hereby authorize Licensee and Licensee hereby accepts from Licensor, occupancy of space for (See Exhibit B for total #s) antenna(s) on the Tower on the Site, and space in the building for associated equipment as described in Exhibit "B" attached hereto and incorporated herein by reference. The exact determination of the location of the equipment to be located on the Tower and Site shall be determined by Licensor after consultation with Licensee.

2. **TERM:** The Initial Term of this License shall be for five (5) years commencing on 11/3, 2020 and ending on 11/4, 2025, unless otherwise terminated as provided below. As provided in Section 5, Licensee is entitled to extend this License for two (2) additional terms of five (5) years each.

3. **USE:** The Licensee shall use the Site as follows:

   A. The Licensee will not install any equipment on the Site or Tower or make improvements pursuant to this license except with complete coordination and full approval of the Licensor. Any costs for planning, design and analysis required for new equipment and any costs of such equipment's installation will be paid by the Licensee. A fee will be imposed by the Licensor to have all plans, designs (including equipment and manufacture) and frequency usage reviewed for

appropriateness and for potential conflicts with other existing users at the site. As part of the Licensee's costs for site use, the Licensee may be required to perform site maintenance. Licensee shall deposit with licensor the estimated cost of such review in advance. The actual cost of the review will be applied to the deposit. Any excess deposit shall be refunded to the license within 30 days. Any additional costs of the review over the amount of the deposit shall be paid by the licensee to the licensor within 30 days. In performing those services, the Licensee has the right to nonexclusive use of the existing access located over, across and upon Licensor's leasehold and easement area adjoining the Site for the purpose of ingress to and egress from the Site to perform the required maintenance; however, control of any key provided to Licensee to said access must be tightly maintained, as described in sub-paragraph D, below.

B. Licensee shall comply with the requirements of Licensor regarding the use of the Tower and the Site as stated in this License. Licensee shall commission, at their expense, a Tower Loading Study to determine the overall structural integrity of the tower prior to the Licensee's antennas are installed. The Tower Loading Study shall be performed by a Professional Engineer licensed in the State of California. The results of the Tower Loading Study must indicate that the tower can support the new antennas and support equipment up to a loading of 80%. Study results that indicate a loading of greater than 80% will require a tower remediation plan to increase the strength of the tower before installation of the antennas and support equipment can take place. Licensee shall coordinate with Licensor prior to any construction, installation or maintenance work on the Tower and/or the Site. Any Licensor approved structural enhancements to the Tower or the Site required for Licensee's antennas and related equipment shall be at Licensee's sole risk and expense. At completion, such structural enhancements shall become the property of Licensor and subject to the provisions of this License and documentation to that effect shall be provided by Licensee upon the request of Licensor. Licensee shall provide all labor for the installation, maintenance and repair of Licensee's antennas and related equipment on the Site, unless Licensor, in its sole discretion, elects to provide such labor, in which case Licensee shall reimburse Licensor for the reasonable costs of such labor within thirty (30) days of receipt of invoice. As a condition of Licensee's obligation to pay such invoice, Licensor shall furnish Licensee with invoices reasonably acceptable to Licensee that demonstrates the cost of labor. After initial installation of Licensee's antennas and related equipment, Licensee shall not, without prior written notice to and approval from Licensor, perform or arrange to perform any activities on the Site. Emergency repairs required to repair significant outages on the Site are permitted, provided Licensor is notified immediately following such work and that no changes are made in any aspect of the installed antennas, mounts, cables or other Licensee equipment or frequencies.

C. Licensee shall assume all risks in connection with access to the Site and the installation, operation, maintenance and removal of Licensee's equipment or any structural enhancement, except to the extent that any installation, construction or maintenance work is performed by labor provided by Licensor or under the direction of Licensor.

D. With the permission of Licensor, Licensee has the right to authorize the use of the aforesaid access by Licensee's contractors, agents, servants, employees and permittees when it is necessary for them to have access to the Site or the facilities used to furnish utility services to the Site, however, distribution of a key to the Site or access by Licensee shall be made only upon the prior written consent of Licensor. Licensor reserves the right to access the Site for purposes of inspection and operating, maintaining and servicing its property, improvements and equipment. Licensee shall provide Licensor with the names of individuals authorized on behalf of Licensee to access the Site and facilities subject to this License. If necessary, Licensee shall reimburse Licensor for the cost of any fingerprinting live scan check or background investigations for such individuals. Subject to the provisions of this License and to obtaining Licensor's approval(s) as set forth herein and subject to Licensor's written agreement regarding Site improvements and any work by Licensee on the Site and Licensee obtaining all required permits, Licensee can:

1. Transmit and receive radio signals on various frequencies as outlined in this agreement;

2. After coordination with, and written consent of, Licensor, furnish, install and use in, upon and under and remove from the Site such wires, equipment and other property of whatsoever kind and nature as Licensee deems necessary;

3. After coordination with, and written consent of, Licensor, connect such wires and equipment to utility lines adjoining the Site; and

4. Install a standby power generator and fuel supply for Licensee's exclusive use at a location on the Site acceptable to both parties.

5. Special circumstances may require additional construction, installation of unique additional equipment or the consolidation of facilities, including Licensee antenna systems, feedlines and power sources, including standby power supplies.

E. All work done by Licensee at the Site, including work on the Tower, shall be done in a safe and lawful manner, by skilled workers, and in conformity with all applicable laws, ordinances and regulations. All tower work will use properly trained, certified and equipped tower crews, approved in writing by Licensor prior to the commencement of any tower work. Use by Licensee of the Site and Tower shall not conflict with Licensor's use of the Site, Tower and related facilities. Licensee agrees that its use of the Site and Tower shall not conflict with the authorized use of the Site, Tower and related facilities of other users. Licensee shall permanently label all antennas, cables and equipment in a manner that provides readily visible ownership identification. Licensee shall ensure that all racks and/or cabinets are installed and anchored to prevent movement or tipping. Selected anchors and methods for installation shall meet standards

set forth in NEBS (Network Equipment Building Systems) TR-64 and ASTM (American Society for Testing Materials) 488-90 for earthquake compliance.

F. Upon review and approval of the Site improvement drawings and design documents and after receipt of written authorization by the Licensor; Licensee is authorized to construct on the Site and Tower consistent with that authorization; and Licensee has the right to prepare, maintain and alter the Site for Licensee's business operations and to install transmission lines, connecting antennas to the transmitters and receivers.

G. Licensee agrees that in the event there is any interference with Licensor's transmitters and/or receivers or in the event there is any interference with the transmitters and/or receivers of other co-located licensees which were established at the Site prior to the date of this License, caused by Licensee's transmitter(s) and/or receiver(s), which is not remedied by Licensee within seventy-two (72) hours of verbal notification by Licensor, Licensee agrees to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference) until the interference is eliminated. Provided, however, notwithstanding any language herein, Licensee agrees that in the event that Licensee's wireless communications facility, installation or equipment causes any interference with a public safety communications system(s) whether said system is existing, planned or yet to be constructed that is not remedied by Licensee within twenty-four (24) hours of verbal notification by the public safety communications system, Licensee agrees to cease using the facility or equipment which is creating the interference (except for short tests for the elimination of the interference when authorized by the public safety communications system) until the interference is eliminated to a standard and manner acceptable to the public safety communications system.

H. Licensee will contact Licensor at the completion of the work at the Site and will be present for a full inspection by Licensor. Licensor may require that Licensee retain the services of a Licensor approved vendor to participate in the final inspection of all Site work at Licensee's expense.

I. Within 30 days of the completion of the work, Licensee will prepare and deliver to Licensor, updated full size 'as-built' drawings and/or AutoCad data files, using the existing Licensor drawings as a baseline drawing set, which show all changes, modifications and additions made in all areas of the Site.

4. LICENSE FEES: The fee payable by Licensee to the Licensor shall be as follows:

A. **Initial License Fee:** The Initial License fee shall be the sum of $855.00 per month payable in advance not later than the first day of each calendar month. The license fee for any partial month shall be prorated.

B. **Annual Adjustment of License Fee:** On each anniversary date of this License Agreement and continuing through the initial term and any extended option term, the license fee shall be increase by an amount equal to CPI California Cities. This increase

will be limited to no less than three percent (3%) and no more than five percent (5%) of the total (the initial license fee plus prior annual adjustments) license fee payable during the preceding year. Such annual adjustment shall be added to and be payable with the monthly license fee.

C. **Additional Charges:** In addition to the license fees, Licensee will share the cost of utilities paid by Licensor such as electrical power, tower lighting, and tower and compound maintenance. This fee will be determined by the parties and will be paid to Licensee prior to the beginning of each License annual period.

5. OPTION TO EXTEND:

A. Licensee is hereby given the option to extend the term of this License in accordance with all of the provisions contained in this License except the payment of the license fees, for two additional five (5) year terms ("Option Term One" and "Option Term Two") by giving written notice of exercise of the option ("Option Notice") to Licensor at least six (6) months, but not more than twelve (12) months prior to expiration of each Term. Failure to provide the required Option Notice for Option Term One shall result in the termination of this License upon the expiration date of this initial term or in the case of failure to provide the Option Notice for Option Term Two, then this License shall terminate at the end of Option Term One.

B. The License fee during each Option Term shall be determined as provided in Sections 4.A. and 4.B., above. Provided however, that if either party gives written notice (the "Fee Negotiation Notice") to the other party within 60 days of the date Licensee provides the Option Notice, the License fee for the first year of the Option Term shall be determined as follows:

1. Negotiated between the Parties and evidenced in a written addendum to this License signed by both Parties, or

2. If the Parties are unable to agree on the monthly license fee for the first year of the extended term within thirty (30) days of the Fee Negotiation Notice date, then within thirty (30) days after the giving of the Fee Negotiation Notice, Licensee shall retain an (MAI) appraiser who shall render a written appraisal of the fair market rental of the Licensed premises. A copy of Licensee's appraisal shall be given to Licensor within sixty (60) days after giving of the Fee Negotiation Notice. Licensor and Licensee shall then negotiate regarding the fair market rental of the Licensed Site.

    a. If Licensor and Licensee are unable to reach an agreement as to the fair market rental of the Licensed Site within thirty (30) days of the receipt of Licensee's appraisal by Licensor, Licensor shall retain another MAI appraiser who shall render a written appraisal of the fair market rental of the Licensed premises as of the date of such appraisal. A copy of the appraisal made by Licensor's MAI

appraiser shall be given to Licensee within one hundred twenty (120) days of the receipt of Licensee's appraisal by Licensor.

b. If Licensor and Licensee are unable to reach an agreement as to the fair market value of the Licensed Site within thirty (30) days of the receipt of Licensor's appraisal by Licensee, the MAI appraisers previously retained by Licensor and Licensee shall choose a third MAI appraiser with knowledge of properties in Plumas County, California.

c. If the appraisers chosen by Licensor and Licensee cannot agree upon the selection of the third MAI appraiser within twenty (20) days after being requested to do so, the third appraiser shall be designated by the Presiding Judge of the Plumas County Superior Court on application of either party upon ten (10) days' notice to the other. The three (3) MAI appraisers shall fix and determine by majority vote the fair market rental of the Licensed premises as of the date of their appraisal. Provided however, that the fair market rental shall not be more than the highest appraised rental value nor less than the lowest appraised rental value as determined by the Licensor and Licensee's appraisers.

d. The decision of the appraisers shall be final and binding on the parties. Under no circumstance, however, shall the base monthly rent for the first year of either Option Term be less than the monthly rental rate existing at the end of the preceding term. In the event either Licensor or Licensee does not agree with the decision of the appraisers regarding the fair market rental, either party may terminate this License upon thirty (30) days written notice.

C. Option Term One and/or Option Term Two (collectively, the "Option Terms") may be exercised by Licensee only in the event that all license fees and other charges have been fully paid and all provisions of this License on the part of Licensee to be observed by Licensee have been fully and faithfully observed. A new License agreement for the Option Terms shall be unnecessary, as this License constitutes a present demise for both the Initial Term and the Option Terms.

6. SITE ENGINEERING STANDARD AND PRACTICES: Licensor shall have sole engineering supervision over all equipment located on the property. Such supervision shall include: a) Frequency coordination and acceptability; b) Engineering specifications; c) Establishment of standards and practices consistent with and necessary for the avoidance or elimination of interference; and d) Acceptability of equipment, including radio transmitters and protective devices; and any decision on any of the foregoing matters by the Licensor shall be binding upon the Licensee. Licensor will

furnish Licensee with the reasons for any of its decisions in this matter. Any interference caused by radio or television transmitting and/or receiving equipment to existing licensees shall be corrected and eliminated immediately by the party and/or parties causing the interference. Licensor will function as the sole managing entity for the communications facility. In recognition of the critical nature of Licensor's installation, Licensee shall meet the same standards established for Licensor, and Licensor will have responsibility for acting as the site technical manager. Site engineering standards adhered to shall be the latest version of Licensor standards, the current version of which is attached hereto as **Exhibit "C"** and incorporated herein by reference.

7. **BUSINESS PROPERTY TAX:** The equipment and property of Licensee at the site herein Licensed may be subject to taxation under the laws of the State of California This tax is in addition to the monthly license fee required above payable to the proper taxing authority.

8. UTILITIES AND FEES: Licensee agrees to pay all charges for all utilities and services utilized by Licensee pursuant to and during the Term of the License. All other items, including all license fees and other governmental charges assessed on Licensee (except property taxes and assessments which will be handled pursuant to the provisions in previous sections) will be paid directly by Licensee, failing which the Licensor may, but is not obligated to, pay and bill Licensee, as additional rent, with interest at the highest rate allowed by law.

9. ASSIGNMENT AND SUBLETTING:

A. General Prohibition - Consent Required. Licensee shall not assign or transfer this License or any interest or rights therein, nor delegate its duties under this License, nor sublicense the whole or any part of the Site, nor grant an option for assignment, delegation, transfer or sublicense for the whole or any part of the Site, nor shall this License or any interest hereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Licensor, which will not be reasonably withheld. Mergers or acquisitions resulting in the change of name of controlling interest of Licensee will result in the new entity assuming the role of and becoming the new Licensee with all rights and responsibilities as set forth in this license. Such change of ownership shall not require consent of Licensor. If Licensor gives its consent to any assignment, delegation, sublicense or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublicense or other transfer shall be made without Licensor's consent.

B. Notice by Licensee – Production of Records. If Licensee desires to assign, delegate, sublicense or transfer, or grant an option for assignment, delegation, sublicense or transfer for the whole or part of the Site, or any portion of this License or any interest therein, Licensee shall notify Licensor in writing of said desire to assign, delegate, sublicense, transfer or to grant an option and the details of the proposed agreement at least sixty (60) days prior to the proposed date of assignment, delegation, sublicense, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublicense, transfer or grant, a description of the

expected terms of the assignment, delegation or sublicense or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Licensee. All disclosures under this section can be subject to a non-disclosure agreement should the Licensee desire. No information gathered under the agreed upon non-disclosure agreement would be disclosed to any outside party unless required by law or court order. Upon request by Licensor, Licensee shall provide:

1. a financial statement of the proposed assignee, delegatee, sublicensee, transferee or grantee;

2. a copy of the assignment, delegation, sublicense or other transfer or grant document;

3. an affidavit from the proposed assignee, delegatee, sublicensee, transferee or grantee stating it has examined this License, has had the opportunity to consult with legal counsel regarding the terms of the License and understands all such terms and conditions, agrees to assume and be bound by all of the Licensee's obligations and covenants under this License as if it were the original Licensee hereunder; and

4 any other documents or information requested by Licensor related to the assignment, delegation, sublicense or other transfer or grant.

C. Approval by Licensor -- Fees. Licensor shall review the request and respond with either an approval or disapproval of the request not later than thirty (30) days prior to the proposed date of assignment, delegation, sublicense, transfer or grant. Disapproval of any such request shall be final and binding on the Licensee. Licensor shall charge to Licensee a reasonable fee for actual administrative costs for the review and processing of any assignment, delegation, sublicense or other transfer or grant.

D. Included Property. "Included Property" shall mean the License improvements added by the Licensee and any non-removable fixtures purchased by the Licensee attached thereto that are transferred to the assignee or sublicensee as part of the assignment, sublicense or other transfer. The included property shall be documented by appropriate appraisals, financial statements or other business records.

10. CONDITION OF SITE: It is understood that Licensee has inspected the Site and Tower and takes "AS IS" without any warranties or representations regarding fitness, condition or suitability. Licensor is not obligated by this License to make any changes, removals, or repairs of any kind. Licensee has conducted such feasibility analysis and determinations as it deems necessary and has made its decision as to feasibility and to enter into this License solely on the basis of its own analysis.

11. NUISANCE: Licensee shall not permit the existence of any nuisance on the Site including the Tower; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Licensee's or any permitted sub-Licensee's business; shall not handle or store any dangerous or potentially dangerous materials or any

hazardous or toxic materials, as defined under state or federal laws; and shall not permit the accumulation of junk, noxious weeds, debris or other unsightly materials. Licensee shall, at its sole expense, keep the Licensee's portion of the Site, Tower and any improvements in good repair.

12. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE:

A. Definitions. "Hazardous Materials" as used in this License shall mean:

1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

2. Any dangerous waste or hazardous waste as defined in:

a. California Hazardous Waste Management Act as now existing or hereafter amended); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

3. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

4. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

a. In its use and occupancy of the Site including the Tower, the Licensee shall, at the Licensee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Site, Licensee's business or any activity or condition on or about the Site ("the Environmental Laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, on or about the Site including the Tower shall comply with all of the Environmental Laws. The Licensee agrees to change, reduce or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this License to comply with the Environmental Laws.

b. The Licensee shall not, without first obtaining the Licensor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Site or the Tower. In the event, and only in the event, that the Licensor approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

c. The Licensee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Site or Tower, or arising from the Licensee's use or occupancy of the Site and Tower.

d. The Licensee shall, in a timely manner and at the Licensee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Licensee fails to fulfill any duty imposed under this Section 12 within a reasonable time, the Licensor may do so; and in such case, the Licensee shall cooperate with the Licensor in order to prepare all documents the Licensor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Site including the Tower and the Licensee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Licensee shall execute all documents promptly upon the Licensor's request. No such action by the Licensor and no attempt made by the Licensor to mitigate damages shall constitute a waiver of any of the Licensee's obligations under this Section 12.

e. Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this License at or from the Site including the Tower, or which arises at any time from the Licensee's use or occupancy of the Site or Tower, then the Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Licensee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the Licensor's prior written approval. Although the Licensor reserves the right to review and approve such cleanup or remediation plans, the Licensor assumes no responsibility for such plans or their compliance with the Environmental Laws.

C. Indemnification.

a. To the extent authorized by law, the Licensee shall be fully and completely liable to Licensor for any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Site

including the Tower. The Licensee shall indemnify, defend and save the Licensor harmless from any and all of the costs, expenses, fees, penalties and charges assessed against or imposed upon the Licensor (as well as Licensor's reasonable attorney's fees, costs and expenses) by any Authority as a result of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Site including the Tower or as a result of the Licensee's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws as such pertains to Licensee's use of the Site and the Tower.

b. To the extent authorized by law, the Licensee shall indemnify and hold Licensor harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs proximately caused by the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Licensee or any of its agents, representatives or employees on or about the Site including the Tower.

D. Reporting Requirements. The Licensee shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the Licensor a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.

E. Right to Check on the Licensee's Environmental Compliance. The Licensor expressly reserves the right to conduct, and the Licensee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Site and Tower as the Licensor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. Upon a material default by the Licensee under this Section 12, the Licensor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Licensor:

a. At the Licensor's option, to terminate this License if Licensee fails to cure the default upon reasonable notice under the circumstances; and/or

b. At the Licensor's option, to perform such response, remediation and/or cleanup as is required to bring the Site and Tower and any other property owned by Licensor affected by the Licensee's default into compliance with the Environmental Laws and to recover from the Licensee all of the Licensor's costs and expenses in connection therewith; and/or

c. To recover from the Licensee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Site or Tower or any other property owned by Licensor, loss of business and sales by Licensor and other of Licensor's Licensees, diminution of value of the Site, Tower and/or other property owned by Licensor, the loss of or restriction of useful space in or on the Site, Tower and/or other property owned by Licensor, and any and all damages and claims asserted by third parties and the Licensor's attorney's fees, costs and expenses.

G. Remediation on Termination of License.

a. Upon the expiration or earlier termination of this License, the Licensee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Site, and the Tower to the extent that such Hazardous Materials is a result of Licensee's use of the Site or Tower. Further, the Licensee shall undertake whatever other action may be necessary to bring the Site and Tower into full compliance with the Environmental Laws to the extent such non-compliance is a result of Licensee's use of the Site or Tower ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Licensor's prior written approval. Although the Licensor reserves the right to review and approve the Termination Cleanup process, the Licensor assumes no responsibility for it or its compliance with the Environmental Laws.

b. If Licensee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, Licensor may elect to perform such Termination Cleanup after providing Licensee with written notice of Licensor's intent to commence Termination Cleanup and after providing Licensee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless Licensor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If Licensor performs such Termination Cleanup after said notice and Licensee's failure to perform same, Licensee shall pay all of Licensor's costs and expenses.

H. Survival. Licensee's obligations and liabilities under this Section 12 shall survive the expiration or earlier termination of this License.

13. COMPLIANCE WITH LAW: Notwithstanding any other provision in this License to the contrary, Licensee, at its sole cost, shall comply with all applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter

called "laws"), in performing or observing its obligations under this License. The provisions of this Section shall not supersede, but shall be in addition to, any other provisions in this License, which impose a higher standard of care or duty by Licensee.

14. INDEMNIFICATION :

A. LICENSEE, its successors or assigns, will protect, and hold harmless LICENSOR, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of LICENSEE, its assigns, agents, contractors, licensees, invitees, or employees, arising out of or in connection with any acts or activities authorized by this License.

B. LICENSEE further agrees to defend LICENSOR, its agents or employees in any litigation, including payment of any costs or attorneys' fees for any claims or action commenced, arising out of, or in connection with, LICENSEE's acts or activities authorized by this License, whether those claims, actions, costs, damages or expenses result from acts or activities occurring on or off the Site.

C. LICENSOR, its successors or assigns, will protect, save and hold harmless LICENSEE, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of LICENSOR, its assigns, agents, contractors, licensees, or employees, arising out of or in connection with any acts or activities authorized by this License.

D. LICENSOR further agrees to defend LICENSEE, its agents or employees in any litigation, including payment of any costs or attorney's fees for any claims or action commenced, arising out of, or in connection with, LICENSOR's acts or activities authorized by this License, whether those claims, actions, costs, damages or expenses result from acts or activities occurring on or off the Site.

E. The obligation contained in **Section 14.A and B** shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of LICENSOR or its authorized agents or employees; Provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) LICENSOR, its agents or employees and (b) LICENSEE, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions of **Section 14.A and B** shall be valid and enforceable only to the extent of the negligence of LICENSEE or LICENSEE's agents or employees.

F. The obligation contained in **Section 14.C** shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of LICENSEE or its authorized agents or employees; Provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) LICENSOR, its agents or employees and (b) LICENSEE, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions of **Section 14.C** shall be valid and enforceable only to the extent of the negligence of LICENSOR or LICENSOR's agents or employees.

G. The indemnification provisions contained in this section shall survive the termination or expiration of this License.

15. LIABILITY INSURANCE:

A. Licensee agrees to provide Licensor with a Certificate of Insurance acceptable to Licensor and that is generally equivalent with the policy requirements listed in Subsection 15.B(a) and (b) below.

B. In addition, should licensee engage a contractor or subcontractor to work on the Site, Licensee will ensure that said contractor or subcontractor carry commercial general liability and business auto policy insurance generally equivalent to the limits set forth below.

a. Licensee shall require the contractor to procure and keep in force during the term of this License, at the Licensee's own cost and expense, commercial general liability (CGL) insurance written on a standard ISO version policy form, or its equivalent, with a company who is rated at least "A" or better and with a numerical rating of no less than 7 by A.M. Best Company and which is acceptable to the Licensor. Said CGL insurance shall be on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate including, but not limited to, premises-operations liability, blanket contractual liability and broad form property damage.

b. The Licensee agrees to require the contractor to supply Licensor with a Certificates of Insurance establishing: a) that its insurance obligation as herein provided have been met, b) that the insurance policy or policies as herein required are not subject to cancellation or material change without at least thirty (30) days advance written notice to the Licensor, c) that Licensor along with their respective officers, employees and agents are named as "Additional Insureds" with respect to this License, and d) that said liability insurance shall apply as primary insurance on behalf of such Additional Insureds.

c. The Licensee agrees to require the contractor to supply Licensor with proof of motor vehicle liability insurance policy that meets the minimum requirements of California law before any work is commenced and will retain said policy until work at the site ends.

d. All of Licensee's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the Licensor, including defense costs and damages; and

e. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

f. Licensee's policy shall be primary insurance as respects the Licensor, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, representatives and agents shall be in excess of the Licensee'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

g. 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 Licensor before the Licensor'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.

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

D. The Licensor reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this License.

16. TERMINATION: This Section is in addition to any other provision of this License authorizing or otherwise relating to early termination of said License.

A. Termination of License Without Cause: Licensor or Licensee may terminate this License upon one hundred and eighty (180) days written notice. Following the lapse of one hundred and eighty (180) days' notice period, Licensor may re-enter and occupy the Site.

B. Damage or Destruction: If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement. If the Tower is damaged but still allows for operation as usual, both parties remain bound to the terms of this Agreement.

If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then

1. Licensor may, upon giving (5) five days written notice to Licensee, require Licensee to remove the Approved Equipment within (30) thirty days and interrupt the signal activity of Licensee for such time as necessary to make the necessary repairs.
2. Upon removal of the Approved Equipment, Licensee may, at Licensee's sole cost and expense, install temporary facilities, such

as trailer mounted tower, pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower,

3. Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and

4. should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty or Licensee's operation has been materially disrupted for (30) thirty or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.

C. Licensee's Insolvency: Licensor may terminate this License upon the filing of a petition by or against the licensee, for the adjudication as bankrupt, or the making of any assignment for the benefit of creditors, or the appointment of a receiver or trustee, unless involuntary and cured within sixty (60) days. Should Licensor decide to terminate the License, the License should thereupon terminate and the Licensor make take possession of the premises and Licensee's trustee, receiver or assignee shall have no interest therein.

D. Licensee's Breach:

a. Licensor may terminate this License upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay license fee or additional charges [including, but not limited to, Assignment and/or Sublicense Premiums as set forth in **Section 9** (Assignment or Sublicense) of these General Terms and Conditions] by the tenth (10^{th}) day of the month that it is due.

b. Licensor may terminate this License if Licensee breaches or fails to perform or observe any of the terms and/or conditions of this License, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Licensor or such longer period, up to sixty (60) days, as may be reasonably required, within Licensor's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Licensee.

E. Licensor's Breach: Licensee may terminate this License if Licensor breaches or fails to perform or observe any of the terms and/or conditions of this License and fails to cure such breach or default within thirty (30) days after written notice from Licensee or such longer period, up to sixty (60) days, as may be reasonable required, within Licensee's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Licensor.

F. Termination Process: Unless otherwise specified in this License, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such

termination, Licensee shall be entitled to the reimbursement of any license fees prepaid by Licensee for any period after termination.

G. Nonexclusive Remedy: Termination under this Section shall be in addition to and not in limitation of any other remedy of Licensor at law or in equity. Termination shall not release Licensee from any liability or obligation with respect to any matter occurring prior to such termination.

17. REMOVAL OF IMPROVEMENTS: Except for structural enhancements to the Tower or Site described in Section 3 above, Licensee shall have the right at any time during Licensee's occupancy of the Site and Tower, and the obligation within thirty (30) days after expiration or earlier termination of this License, to remove in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the Site or Tower, any and all electronic equipment including fixed station radio equipment, antennas, antenna fittings and antenna feedlines, owned or placed by Licensee, in, under or upon the Licensed property, or acquired by Licensee whether before or during the term of this License, and restore the Site and Tower to its condition prior to the commencement of the License, reasonable wear and tear excepted. Restoration of the Site shall include, but shall not be limited to, removal of Licensee's antennas, removal of Licensee's lines and equipment, and removal of rubble and debris caused by Licensee's use of the Site. All other improvements to the Site, including buildings, towers, structures, fixtures, power systems and other equipment, shall remain, unless Licensor requests their removal prior to the effective termination date of this License; Provided, that Licensee shall not be required to remove any such improvements that were not installed to accommodate Licensee's use of the Site.

A. Furthermore, should Licensee fail to remove said property or improvements as required by above, Licensee hereby grants Licensor the absolute right and title to the affected improvements upon forty-five (45) days written notice to Licensee, to keep, convey, destroy, or otherwise dispose of the improvements in any manner Licensor chooses, and, in addition, Licensee agrees to pay any costs incurred by Licensor in doing so, within thirty (30) days of receipt of Licensor's statement therefor.

B. All costs and expenses for removal of Licensee's facilities and restoration of the Site and Tower shall be borne by the Licensee.

C. The provisions of this Section shall survive the termination of this License.

18. CONDEMNATION: If the Site or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the effect of the taking or transfer upon this License shall be as follows:

A. If only a part of the Site is taken or transferred leaving the remainder of said Site in such location and in such form, shape and size so that, in the sole opinion of Licensee, it is still practical to conduct business thereon, the monthly rental required to be paid by Licensee as outlined in Section 4 of this License shall remain unaffected. If Licensee

determines in its sole discretion that it is not practical to conduct business on the Site, Licensee may terminate the License immediately.

B. If the whole of the Licensed Site is taken or transferred, Licensee may at any time thereafter terminate this License by giving Licensor ten (10) days' notice in writing of such termination. If the Site is taken or transferred under the circumstances described above, Licensee shall not be entitled to any award or compensation from the condemning authority except as to the taking or relocation of the buildings, improvements, fixtures and equipment owned by Licensee. Licensor agrees to return any unearned license fees to Licensee. Licensee agrees that it is not entitled to and hereby disclaims any other award for such taking.

19. RELOCATION: Licensee agrees that the Licensee and its successors or assigns are not subject to nor entitled to any relocation assistance as provided in the Uniform Relocation and Real Property Acquisition Regulations.

20. RIGHT OF RE-ENTRY: In the event of any termination, delinquency or default, Licensor reserves the right to re-enter all areas of the Site anytime during this License without extinguishing the Licensee's obligation to pay license fees for the balance of any Term.

21. NOTICES: Except as otherwise provided herein, all notices hereunder may be delivered, sent by nationally recognized, overnight delivery service or mailed. Any notice shall be deemed given on a) the date personally delivered to the other party and a signed receipt obtained; or b) three days after deposit, postage prepaid in any United States Postal Service branch or official depository; whichever shall occur earliest. If mailed, they shall be sent by CERTIFIED or REGISTERED MAIL to the following respective addresses:

To Licensor: Plumas County Sheriff's Office
Attn: Mike Grant
1400 E Main St
Quincy, CA 95971

With and additional copy to:

Plumas County Administrative Office
520 Main Street, Room 309
Quincy, CA 95971

To Licensee: DigitalPath, Inc.
1065 Marauder St
Chico, CA 95973
Attention: Andrew Cardin

22. HOLDOVER: If Licensee shall hold over after the expiration of the initial Term of this License or after the First or Second Option Term of this License, such tenancy

shall be from month to month only and upon all the terms, covenants and conditions hereof. Acceptance by Licensor of after such expiration or early termination shall not result in a renewal of this License nor affect Licensor's right of re-entry or any rights of Licensor herein or as otherwise provided by law or equity. If Licensee fails to surrender the Site upon the expiration of this License despite demand to do so by Licensor, Licensee shall pay two (2) times (200%) the rent herein specified (prorated on a monthly basis), interest, Licensor's attorney's fees and costs. Further, Licensee shall pay monthly rent during the holdover in the amount required immediately prior to the expiration, increased by two (2) times (200%) the rent herein specified.

23. **WAIVERS:** The waiver by Licensor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. **LIENS:** Licensee shall keep the Site free and clear of any liens and encumbrances arising or growing out of the use and occupancy of said Site by Licensee.

25. **RADIO FREQUENCY COMPLIANCE:** Licensee agrees to comply with all Federal Communications Commission ("FCC") rules and regulations, and additionally if a Federal agency, all Interagency Radio Advisory Committee ("IRAC") or successor agency rules and regulations. Licensee will also be required to comply with applicable future additional Federal, state or local regulations relating to radio frequency interference or regulations pertaining to exposure to non-ionizing radiation ("NIER"). Prior to commencement of Licensee's operations and at all other times that Licensor may reasonably request, Licensee shall furnish Licensor with a radio frequency ("RF") site analysis that evaluates non-ionizing radiation impacts from the simultaneous operation of all transmitters at the Site and compares the radiated power density in all accessible areas with the FCC maximum permissible exposure ("MPE") limits for workers and the general public. The power density within all accessible areas of the Site must not exceed the FCC or other specified NIER MPE limits. If mitigation is required to bring Site into compliance at any time during the License, and so long as Licensor's operations are in compliance with all FCC rules, such mitigation measures shall be the sole responsibility of Licensee.

26. **INSPECTION AND RIGHT-OF-ENTRY:** Licensor, and their respective agents shall have the right, but not the duty, to inspect the Site including the Tower at any time to determine whether Licensee is complying with the terms of this License. This inspection right shall include the right to take samples of soil, air and water on the Site.

27. **TERMS SURVIVING TERMINATION OF LICENSE:** The obligations imposed on Licensor and Licensee and all provisions of this License which may reasonably be interpreted or construed as surviving the completion or cancellation of the License, shall survive the completion, termination or cancellation of this License.

28. **SUBORDINATION:** The use of the Site and Tower by Licensee, any heirs, devisees, transferees, sublicensees or assignees of Licensee shall be subordinate to that of the Licensor notwithstanding any other language set forth in this License. Nothing herein

shall be construed to limit or restrict Licensor's use and access to the Site and Tower; Provided, that any license granted by Licensor subsequent to this License shall be subordinate to this License and shall not interfere with Licensee's use of the Site and Tower as authorized herein.

29. BENEFITS TO INURE: The provision of this License shall inure to the benefit of and be binding upon Licensee and its successors and assigns, and shall inure to the benefit of and be binding upon the successors and assigns of Licensor.

30. PROVISION UNENFORCEABLE: If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

31. DISPLAY OF SIGNS: The display of any political signs within or on the Site or Tower is prohibited. Further, no signage shall be displayed within or on the Site or Tower without prior written approval from the Licensor, with the exception of required FCC or FAA requirements.

32. INTERPRETATION: Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine shall include the feminine gender, and vice versa.

33. ENTIRE AGREEMENT: This License represents the entire agreement between the Parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by all Parties.

34. GOVERNING LAW AND VENUE: This License shall be governed and construed in accordance with the laws of the State of California and venue shall be in Plumas County, California.

35. NO PRESUMPTION AGAINST DRAFTER: Licensor and Licensee understand, agree and acknowledge that this License has been freely negotiated by all Parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this License or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this License or any portion thereof.

36. CUMULATIVE REMEDIES: No provision of this License shall preclude Licensor from pursuing any other remedies for Licensee's failure to perform its obligations.

37. CAPTIONS: The captions in this License are for convenience only and do not in any way limit or amplify the provisions of the License.

38. AUTHORITY TO CONTRACT: Each Party represents and warrants to the other that: it has full right, power and authority to execute this License and has the power to

grant all rights hereunder, its execution and performance of this License will not violate any laws, ordinances, covenants or the provisions of any mortgage, License or other agreement binding on said Party, and the execution and delivery of this License and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the Party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

39. ATTORNEY FEES. Except as otherwise provided herein, in the event either Party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this License, or by reason of any breach or default hereunder or thereunder, the Parties agree that each of them shall be solely responsible for their own fees and costs, including, but without limitation, attorney fees, court costs, and witness fees, regardless of the prevailing Party.

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this License as of the date(s) set forth below.

LICENSEE:

Digitalpath, Inc

By _____

Name James A Higgins

Title CEO

Date 11/1/2020, 2020

By _____

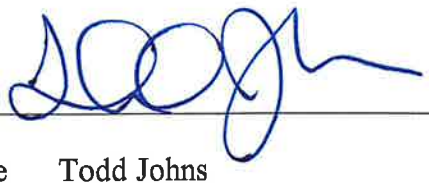
Name Erica Higgins

Title Chief Financial Officer

Date 11/1/2020, 2020

LICENSOR:

PLUMAS COUNTY

By 

Name Todd Johns

Title Sheriff–Coroner–OES Director

Date 11/2, 2020

APPROVED AS TO FORM:

PLUMAS COUNTY COUNSEL-

Deputy 10/19/2020

Date

EXHIBIT "A"

ANTENNA SITE LEGAL DESCRIPTION

RADIO HILL SITE

That portion of the N/E quarter of the S/W quarter of Section 13, Township 24 North, Range 9 East, Mt. Diablo Meridian in Plumas County, California described as follows:

Beginning at a point from which the corner common to Sections 13 and 24, Township 24 North, Range 9 East, and Sections 18 and 19, Township 24 North, Range 10 East M.D.B. & M. bears S69°0l'E, 4070.34 feet; Thence, West, 208.71 feet; Thence, North, 208.71 feet; Thence East, 208.7 feet; Thence, South, 208.71 feet to the point of beginning, containing 1.0 acres more or less.

SITUATED IN THE COUNTY OF PLUMAS, STATE OF CALIFORNIA.

EXHIBIT "B"

LICENSEE EQUIPMENT SPECIFICATIONS

See attached spreadsheet for Exhibit B

LICENSEE ANTENNA SPECIFICATIONS

See attached spreadsheet for Exhibit B

Note- All tower equipment will be placed between 40' and 50' AGL

Radio Hill New Tower
DigitalPath
Equipment Modifications Worksheet

Exhibit B

TOWER MOUNTED EQUIPMENT

	Location	ANTENNA QTY	Mount Type	Agl	Azimuth	Antenna Type	ANTENNA MAKE	ANTENNA MODEL	ANTENNA DIMENSION H" or Dia."	W"	D"	WEIGHT (lbs)	RADIO	Frequency	Cat6	Cost/Month	
1	Dyer	1	H - Array	50'	345	Dish	Radio Waves	HP4-11	48.0			90.00	Ceragon IP20C	6Ghz	2	$91.00	
2	Hough	1	H - Array	50'	17	Dish	Radio Waves	HP2-11	24.0			27.00	Ceragon IP20C	11GHz	2	$22.00	
3	Indian Ridge	1	H - Array	50'	4.56	Dish	Radio Waves	HP2-11	24.0			27.00	Ceragon IP20C	11GHz	2	$22.00	
4	Crescent	1	H - Array	50'	280	Dish	Ubiquiti	AF-5G23-S45	14.88			7.50	AF-5X	5GHz	1	$18.00	
5	Quail Ridge	1	H - Array	50'	320	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2	$22.00	
6	Meadow	1	H - Array	50'	268	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2	$22.00	
7	Crescent	1	H - Array	50'	268	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2	$22.00	
8	E Quincy	1	H - Array	50'	131	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2	$22.00	
9	American	1	H - Array	50'	45.47	Dish	Ubiquiti	AF-24	25.55	16.77	11.93	23.15	Integrated	24GHz	2	$22.00	
10	Trilogy	1	H - Array	50'	89	Dish	Mimosa	B24	10.24			6.00	Integrated	24GHz	1	$18.00	
11	Crestview	1	H - Array	50'	217	Dish	Mimosa	B24	10.24			6.00	Integrated	24GHz	1	$18.00	
13	Tower AP	1	H - Array	50'	13	Panel	Cambium	Medusa PMP 450m	20.3	25.7	4.4	31.00	Integrated	5GHz	1	$22.00	
14	Tower AP	1	H - Array	50'	84	Panel	Cambium	Medusa PMP 450m	20.3	25.7	4.4	31.00	Integrated	5GHz	1	$22.00	
15	Tower AP	1	H - Array	50'	283	Panel	Cambium	Medusa PMP 450m	20.3	25.7	4.4	31.00	Integrated	5GHz	1	$22.00	
16	New Tower	1	Leg Standoff		TBD	Fire Cam	Axis	Q605-E PTZ	11.0	9	9	8.20	N/A	N/A	1	$18.00	
17	New Tower	1	Leg Standoff		TBD	Fire Cam	Axis	Q605-E PTZ	11.0	9	9	8.20	N/A	N/A	1	$18.00	
18	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		12.0			7.50	AF-5X	5GHz	1	$18.00	
19	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		24.0			18.00	AF-5X	5GHz	1	$22.00	
20	Spare	1	H - Array	50'	TBD	Dish	Ubiquiti		24.0			18.00	AF-5X	5GHz	1	$22.00	
																$463.00	Tower Total

Inside Rack Mounted Equipment

Quanity	Make	Model Description		
2	Brocode	CER 2024C Switch		
1	Ubiquiti	Edge Switch XP		
2	Data Logger	PDU		
1	CyberPower	Smart PDU		
2	Majorsign	Telecom Inv 48V		
1	Majortel	DC power Supply		
4	UPG	UB121000 AGM Batteries	$392.00	Iinside Rack Tc

Total Monthly Rent **$855.00**

EXHIBIT "C"

SITE STANDARDS

Interference Mitigation Requirements: All tenants within the facility are required to meet or exceed the following standards.

All fixed transmitting and receiving equipment installed shall employ isolators or similar devices and band pass filtering or alternative band pass filtering (such as using window filters for broadband services like PCS) which accomplishes the same objectives. These devices are intended to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver intermodulation products. The following standards constitute the *minimum requirements* for use of wireless transmitting and receiving equipment. Additional protection may be required to address special circumstances.

Transmitter/Receiver Filtering Standards
The following transmitter/receiver filtering standards shall be observed:

1. Transmitters in the 25 to 54 MHzMHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a minimum of 20 dB isolation.

2. Transmitters in the 66 to 88 MHzMHz. range shall have a band pass filter providing a minimum of 25 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 20 dB isolation.

3. Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 25 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within the facility. In addition, some facilities may not allow use of transmitting equipment in this frequency range.

4. Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 25 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

5. Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 25 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

6. Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

7. Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

8. Transmitters in the 764 to 960 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9. Transmitters in the 1500-2000 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

Site Engineering Standards and Site User Practices

The following site engineering standards and site user practices shall be observed:

1. A band pass cavity shall always be used before each receiver. A window filter may be substituted in multicoupled systems. Crystal filters are also advisable at crowded facilities.

2. A band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.

3. All cables used must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e. 'Heliax') is strongly encouraged. All external feed lines shall be solid-shielded.

4. All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with an ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used.

5. Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.

6. All equipment, equipment racks, and/or cabinets shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, consistent with grounding and bonding recommendations included in Motorola's latest version R56 manual. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The facility manager shall identify the radio facility ground point.

7. All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission and data lines shall be grounded before entry into the radio facility and shall pass through approved lightning protection equipment. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

8. All telephone circuits shall have lightning protection at the entry point into the facility.

9. All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

10. All equipment shall be maintained in such a fashion as to be in compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of 'like-commercial' quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

11. Interference problems resulting from the addition of a new user to the facility shall be the responsibility of the 'last-in' tenant to resolve, provided that interference problems are not the result of a non-compliant installation by an existing tenant. Significant interference may require that a licensee cease operation until the interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the facility manager, the new tenant may be unable to use the facility.

12. Any changes to the tower configuration (additions, removals, realignments of antennas) require pre-approval by the facility manager and may require amendments to the License if the changes are beyond what is authorized by the License. An inspection is required at the end of such work.

13. Equipment which presents an immediate hazard to the facility or individuals working on the facility may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The Licensee shall be notified in advance of any such deactivation.

14. This radio facility is protected by locked doors and alarm system. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated 'guest space' where alarm systems may not be provided. For those facilities with alarms, prior notification of the facility

manager is required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be born by the tenant activating the alarm without providing prior notice of entry.

15. All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in that become trash, the tenant bringing in the material shall be responsible for its removal.

16. All equipment installed shall be properly licensed. All tenant FCC, IRAC and amateur radio licenses shall be posted.

17. Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize the Chair to sign a Letter of Support to the Honorable Gavin Newsom supporting the request for State Investment in a Regional County/State Partnership for Male Community Reentry Programs; discussion and possible action.**

Recommendation:
Approve and authorize the Chair to sign a Letter of Support to the Honorable Gavin Newsom supporting the request for State Investment in a Regional County/State Partnership for Male Community Reentry Programs; discussion and possible action.

Background and Discussion:
See attached Letter of Support.

Action:

Approve and authorize the Chair to sign a Letter of Support to the Honorable Gavin Newsom supporting the request for State Investment in a Regional County/State Partnership for Male Community Reentry Programs; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Regional MCRP 111425

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170
pcbs@countyofplumas.com

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

November 18, 2025

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

Subject: Request for State Investment in a Regional County/State Partnership for Male Community Reentry Programs

Dear Governor Newsom,

On behalf of the undersigned Northern California counties, we respectfully request that you include **funding in the proposed 2026-27 State Budget to expand and modernize Male Community Reentry Programs (MCRPs)** through a new regional County/State partnership model that advances rehabilitation, improves public safety, and restores lives.

Male Community Reentry Programs have a proven record of success. A 2021 Stanford University study found that well-structured community reentry programs can reduce recidivism by up to 92%. Since launching in 2015, the California Department of Corrections and Rehabilitation (CDCR) has operated MCRPs in 8 locations across 5 counties, but Northern California lacks comparable access to these critical programs.

Our counties are prepared to change that. Together, we **propose a regional reentry facility serving many of the Northern California counties**, providing 100 beds—60 for state-supervised and 40 for county-supervised individuals—with comprehensive evidence-based programming. This facility would serve as a state-county collaboration focused on reducing recidivism, alleviating local jail capacity challenges, and improving long-term reintegration outcomes.

Property for the proposed site has been secured in Shasta County, and a Request for Proposals (RFP) for qualified MCRP providers is forthcoming. Discussions are already underway with the Amity Foundation, an experienced operator of CDCR-contracted MCRPs, regarding facility construction and program management.

This initiative represents a forward-looking, results-driven model of regional collaboration that can become a **blueprint for other rural and mid-sized counties across California**. By aligning corrections, probation, behavioral health, and workforce development systems, we can create a pathway that turns incarceration into opportunity—and produces measurable safety and economic benefits for our communities.

We urge your leadership in ensuring that regional County/State reentry partnerships are included as a funded priority in the January 10, 2026, Governor's Budget. We would welcome the opportunity to brief your administration on the details of this proposal and its potential to serve as a scalable model for California's future reentry strategy.

Thank you for your ongoing commitment to public safety, rehabilitation, and innovation in government.

Sincerely,

Chad Hermann
Sheriff, Plumas County

Kevin Goss
Chair, Board of Supervisors

Cc: Sheriff's Office

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Josh Brechtel, County Counsel**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**The possibility of County Counsel offering Legal Services to Independant Special Districts within the jurisdiction of Plumas County; discussion and possible direction to staff.**

Recommendation:
The possibility of County Counsel offering Legal Services to Independant Special Districts within the jurisdiction of Plumas County; discussion and possible direction to staff.

Background and Discussion:
Based on several comments and requests for legal services made to our office, Plumas County Counsel is requesting Board direction as to whether the Board wants County Counsel to research the possibility of offering limited legal services to independent special districts that exist within the boundaries of Plumas County.

This may prove beneficial to both the counties and the special districts as County Counsel may be able to provide some guidance to our special districts to assist in compliance with Brown Act and legislative requirements as well to help limit any potential issues that may arise and keep them from impacting the county.

This referendum is simply to inquire whether or not County Counsel should spend time and effort putting together a document discussing the pros and cons of a legal services agreement of this nature. An analysis would also include what kind of form that such an agreement would take.

Action:

The possibility of County Counsel offering Legal Services to Independant Special Districts within the jurisdiction of Plumas County; discussion and possible direction to staff.

Fiscal Impact:

Possible revenue to General Fund.

Attachments:
None

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Josh Brechtel, County Counsel**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**The possibility of forming an informal group with local counties (Sierra, Lassen, Tehama, Siskiyou, etc.) in order to develop a pool of Skelly Hearing Officers and Investigators that counties would be able to use interchangeably; discussion and possible direction to staff.**

Recommendation:
The possibility of forming an informal group with local counties (Sierra, Lassen, Tehama, Siskiyou, etc.) in order to develop a pool of Skelly Hearing Officers and Investigators that counties would be able to use interchangeably; discussion and possible direction to staff.

Background and Discussion:
Based on recent conversations with HR and investigative agencies in outside counties, Plumas County Counsel is requesting Board direction as to whether the Board wants County Counsel to research the possibility of creating a pool of Skelly hearing officers and investigators with other counties.

This may prove beneficial to all the counties as it will pool our resources and, ideally, reduce the cost to the counties.

This referendum is simply to inquire whether or not County Counsel should spend time and effort putting together a document discussing the pros and cons of an agreement of this nature. An analysis would also include what kind of form that such an agreement would take.

Action:

The possibility of forming an informal group with local counties (Sierra, Lassen, Tehama, Siskiyou, etc.) in order to develop a pool of Skelly Hearing Officers and Investigators that counties would be able to use interchangeably; discussion and possible direction to staff.

Fiscal Impact:

N/A

Attachments:
None

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Josh Brechtel, County Counsel**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION Reducing the Required Number of Jurors from Nineteen (19) Members to Eleven (11) Members on the Plumas County Grand Jury pursuant to Section 888.2 of the California Penal Code; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Reducing the Required Number of Jurors from Nineteen (19) Members to Eleven (11) Members on the Plumas County Grand Jury pursuant to Section 888.2 of the California Penal Code; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The mission of a California civil grand jury is to act as a public watchdog, investigating the operations of local governments (including cities, counties, and special districts) to ensure they are honest, efficient, and serving the public interest. The jury's work involves examining government operations, investigating potential misconduct, and issuing final reports with findings and recommendations for improving services, efficiency, and the use of public funds.

Unfortunately, the Plumas County Civil Grand Jury continues to struggle with filling its membership and establishing a quorum for meetings. Without the required number of civil grand jurors, and a quorum at its meetings, the Civil Grand Jury is unable to meet, investigate and fulfill its crucial role as a government “watch dog.”

It is the opinion of the Superior Court Judge supervising the grand jury, both civil grand jury advisors (County Counsel and District Attorney) and the sitting Civil Grand Jury Foreperson reducing the required number of civil grand jurors from nineteen to eleven would resolve its attendance problem and allow the Plumas County Civil Grand Jury to operate more efficiently and effectively.

Currently, the Plumas County Civil Grand Jury is required to have nineteen members.

Section 888.2 of the California Penal Code sets forth the “required number” of grand jurors and allows a county with a population of 20,000 or less, with the approval of the board of supervisors, to operate a civil grand jury with a required number of eleven grand jurors (see Section 888.2(b) of the California Penal Code.

With Plumas County’s current population resting at under 20,000 residents, we are requesting this Board approve a reduction in the required number of civil grand jurors to eleven.

Action:

Adopt **RESOLUTION** Reducing the Required Number of Jurors from Nineteen (19) Members to Eleven (11) Members on the Plumas County Grand Jury pursuant to Section 888.2 of the California Penal Code; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

N/A

Attachments:

1. 6989 FINAL

RESOLUTION No. 25-

RESOLUTION REDUCING THE REQUIRED NUMBER OF JURORS FROM NINETEEN (19) MEMBERS TO ELEVEN (11) MEMBERS ON THE PLUMAS COUNTY GRAND JURY PURSUANT TO SECTION 888.2 OF THE CALIFORNIA PENAL CODE

WHEREAS, The primary function of the Plumas County Grand Jury is to act as a citizen "watchdog" over county, city, and special district departments and officials, helping ensure that local government agencies and officers are accountable and working in the best interests of the public and communities that they serve; and,

WHEREAS, Pursuant to California Penal Code § 888.2(b), California law establishes that the required number of jurors is eleven (11) in counties with 20,000 or less population upon board of supervisors' approval; and,

WHEREAS, the Board of Supervisors acknowledges that the current population of Plumas County is estimated by census.gov as approximately 18,834; and,

WHEREAS, the Board of Supervisors acknowledges that conformance with the statutory framework provided by state statues is of importance to the functioning of Plumas county, its government, and its various branches; and,

WHEREAS, the Board of Supervisors would like to bring the policies reflecting the required number of jurors in line with the California Penal Code and reduce the required number of jurors from nineteen (19) to eleven (11); and,

WHEREAS, a Quorum of the Grand Jury is correspondingly reduced from twelve (12) to seven (7) members.

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

1. The facts and circumstances set forth in the recitals above are true and correct.

2. That, pursuant to Penal Code § 888.2(b), the number of Grand Jury members be reduced from nineteen (19) to eleven (11) members, with a quorum correspondingly being reduced from twelve (12) to seven (7), effective on the date of the adoption of this resolution.

3. The Clerk of the Board to disseminate this resolution to the Plumas County Superior Court and to update the Plumas County website as appropriate.

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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 18th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kevin Goss, Chair

ATTEST:

_____
Allen Hiskey
Clerk of the Board

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of $30,000.00 from Fund Balance (0001) to Public Defender/Conflict Counsel (20320/525700) to cover the over-budget costs of Jury Trial representation; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of $30,000.00 from Fund Balance (0001) to Public Defender/Conflict Counsel (20320/525700) to cover the over-budget costs of Jury Trial representation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

There was a necessity for the Court to appoint conflict counsel for a recent jury trial and the amount exceeded the available budget making it necessary to transfer money from the Fund Balance.

Action:

Approve and authorize supplemental budget transfer(s) of $30,000.00 from Fund Balance (0001) to Public Defender/Conflict Counsel (20320/525700) to cover the over-budget costs of Jury Trial representation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact

Attachments:

1. 20251112000904

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: PUBLIC DEFENDER Dept. No: 20320 Date 11/12/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001			FUND BALANCE	30,000.00
			Total (must equal transfer to total)	30,000.00

☐ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2032052	525700	CONFLICT COUNSEL	30,000.00
			Total (must equal transfer to total)	30,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) UNANTICAPTED COST FOR CONFLICT COUNSEL FOR CASE F23-00602, F24-00429

B) UNKNOWN AT TIME BUDGET WAS ADOPTED

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martee Mcone

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer of $150,000 from Airports Fund Balance to Airports Capital Improvements Account Number 541610 - Quincy - Equipment Building - Design to cover the over-budget costs Federal Aviation Administration approved project; approved by Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize supplemental budget transfer of $150,000 from Airports Fund Balance to Airports Capital Improvements.

Background and Discussion:
Facility Services & Airports secured a grant from the Federal Aviation Administration (FAA) for the design phase of an Equipment Building at Gansner Airport to house the Airport plow truck and tractor/snow blower. This department inadvertently neglected to include this item during the 25/26 budget process. Currently, the FAA is reimbursing its approved 2025 Capital Improvement Projects at 95% and the State of California Deparment of Transportation - Aeronautical Division is reimbursing at the rate of 5% of what the FAA pays. The total cost of this project for the Airports should be less than $600. This is a reimbursement grant, so the funds need to be spent first before the reimbursement can occur.

Action:

Approve and authorize supplemental budget transfer of $150,000 from Airports Fund Balance to Airports Capital Improvements.

Fiscal Impact:

No General Fund impact as Airports are a commercial enterprise of Plumas County and are self-supporting.

Attachments:
1. 20251106152621

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Airport Capital Improvements Dept. No: 20892 Date 11/5/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0110A	20892		USE FUND Balance	150,000.00
			Total (must equal transfer to total)	150,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0110a	20892	541610	QUINCY - EQUIP BLDG - DESIGN	150,000.00
			Total (must equal transfer to total)	150,000.00

RECEIVED
NOV 06 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Project was in inadvertently not funded during the budget process.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Maritee Nelson

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Discussion and possible direction to staff regarding the use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the Greenville paving overlay in place of State Transportation Improvement Program (STIP) funding; (No General Fund Impact).**

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors approve the use of $2,250,000 CDBG funding for Greenville paving overlay in place of current STIP funding of $856,000 and approve transfer of STIP funds to Graeagle Johnsville phase 2 STIP project to increase STIP funds to $3,858,000.

Background and Discussion:

Under the 2024 STIP two projects remain to be allocated and constructed. These include Graeagle Johnsville phase 2 to repair the road slip out and the paving overlay in Greenville. The paving overlay funding only totals $856,000 and would be a very limited amount of paving.

Planning and Public Works are working with CDBG on grants for multi-family housing totaling $8,750,000 and $2,250,000 for infrastructure. Infrastructure amount will go towards fire damaged and PG&E undergrounding roads in Greenville. This overlay will be 1.5 inches and will include a large portion of Greenville Wolf Creek Road, Main Street and other damaged roads in Greenville, see attached map denoting overlay roads in green. It is not recommended to utilize both CDBG and STIP funding for the paving due to different requirements for each funding source.

Due to the CDBG higher level of funding for Greenville Streets, the Public Works Director recommends reallocating the $856,000 STIP funding to the Graeagle Johnsville Road slip out due to this project being underfunded for the scope of work. The relocation will increase the 2026 STIP funding for Graeagle Johnsville phase 2 project to $3,858,000. This proposal was presented to the PCTC Commissioners at the October 20, 2025 meeting.

Action:

Discussion and possible direction to staff regarding the use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the Greenville paving overlay in place of State Transportation Improvement Program (STIP) funding; (No General Fund Impact).

Fiscal Impact:

No General Fund impact. State Transportation Improvement Program (STIP) funding

Attachments:

1. PCTC - October Minutes 10.20.2025 - Final Draft
2. CDBG asphalt overlay map Greenville 103025

MEETING OF THE PLUMAS COUNTY TRANSPORTATION COMMISSION
1834 E. Main St., Quincy, California, 95971– Tel. 530-283-6268

MINUTES
October 20, 2025

Meeting of the Plumas County Transportation Commission (PCTC) called to order by Commission Chair Morton with roll call at 1:30 PM in the Conference Room of the Plumas County Public Works Department on October 20, 2025.

1a. Roll Call

Roll call was conducted by Rob Thorman, Director Public Works.

The commissioners present were Pat Morton, Mimi Hall, Jeff Engel, Susan Scarlet, Bill Powers, Tom McGowan.

1b Public Forum - no comments

1c. Public Forum – Commissioners and Staff

Rob Thorman provided an update on the Caltrans Bridge Program.

- Caltrans is compiling a list of bridge requests older than 8 years without NEPA clearance to issue pressure and consequences. Plumas County has zero bridges on this list. The Caltrans Bridge Program is scheduled to end by fiscal year 2026.
- Snake Lake, Keddie, and Graeagle / Blairsden bridge replacement are scheduled with 8 new bridges in-line.

2. Consideration of Draft Minutes for PCTC Meeting conducted on August 18, 2025.

Discussion to amend the minutes, section 3 change lift to 'list.'
Commissioner Engel motioned to approve the minutes as amended. Commissioner Hall seconded. Motion approved 5-0-1. Commissioner McGowan abstained, due to absence.

3. Update regarding Green DOT Transportation Solutions.

Rob Thorman shared that utilizing Jeff Swein's services from Green Dot Transportation Solutions is no longer economically feasible. Green Dot will be utilized for on-call services for select critical items.

4. Court Street Closure

Rob Thorman provided background information on the traffic study. A public meeting was held in August 2025, with Board of Supervisors review in September 2025. Public

Works has been directed to coordinate with Caltrans to evaluate and improve intersection safety. There is no scheduled closure. Traffic speed is an issue to be addressed.

5. Enhanced Mobility for Seniors and Individuals with Disabilities Program.

Rob Thorman provided an update on a grant submission that was assisted by Green Dot. Board Approval of the Resolution was not secured on time, and the grant was disqualified. There was a suggestion about working closely with the Board when issues arise, adding things to the agenda and / or emergency items may be possible. PCTC will need to directly fund the services for seniors for the year.

6. Update on 2026 STIP and the remaining 2024 STIP projects.

The 2026 STIP cycle shows no new funding other than Planning, Programming and Monitoring (PPM). The funding for Graeagle Johnsville and Greenville paving overlay is still funded. Public Works has secured $2.25 million CDBG grant for Greenville overlay and the $856,000 programmed for Greenville will be transferred to Graeagle Johnsville phase 2 STIP project.

7. Approval of Resolution 25-25 allocating $307,966.40 in TDA funds for the operation of Plumas Transit System. The previous version of Resolution 25-25 authorizing the Director of Public Works as Executive Director of PCTC was later determined not necessary.

A motion was made by Commissioner Powers. Seconded by Commissioner McGowan to approve resolution #25-25. Motion passed 6-0-0.

8. Approval of Resolution 25-27 approving the project list for FY 2025-26 for the California State of Good Repair Program.

A motion was made by Commissioner Hall. Seconded by Commissioner Engel to approve resolution #25-27. Motion passed 6-0-0.

9. Confirm the date of the next PCTC meeting for November 17, 2025, at 1:30 PM
The meeting date for November 17, 2025, at 1:30 pm is confirmed.

10. Adjournment
The meeting was adjourned at 2:00 p.m.

Maps

Search Bing Maps

Directions

Sign in

© 2025 TomTom, © OpenStreetMap

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Public Hearing for the consideration of the Initial Study for the Quincy Junction Road Project (CA FLAP PLU 406(1)) and,** **Approve and adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; (No General Fund Impact), approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The Department of Public Works respectfully requests that the Board of Supervisors adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Quincy Junction Road Project (CA FLAP PLU 406(1)).

Background and Discussion:
Quincy Junction Road Project is funded by Federal Lands Access Program as well as a $500,000 STIP funding match for shoulder widening, pavement rehabilitation, drainage, permanent signing and pavement markings on one (1) mile of Quincy Junction Road from Bell Lane to Chandler Road.

The Department of Public Works produced an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program through Stantec Consulting Services, Inc. The IS/MND incorporates mitigation measures and addresses comments received for the following environmental factors: Biological Resources, Transportation, Wildfire, and Public Services.

Action:

Public Hearing for the consideration of the Initial Study for the Quincy Junction Road Project (CA FLAP PLU 406(1)) and,

Approve and adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; (No General Fund Impact), approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund impact. Road fund.

Attachments:
1. NOD
2. final_ismnd_quincy_junction_draft_20251027

Print Form

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Plumas
Address: 520 Main Street Room 102
Quincy, CA 95971

From:
Public Agency: Plumas Co Dept of Public Wor
Address: 1834 East Main Street
Quincy, CA 95971
Contact: Robert Thorman
Phone: 530-283-6268

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2025081338

Project Title: CA FLAP PLU 406(1) Quincy Junction Road Project

Project Applicant: Plumas County Department of Public Works

Project Location (include county): Quincy, Plumas County, California

Project Description:

The project includes roadway improvements and widening of approximately 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road. The roadway would be widened to a paved width of 30 feet, which allows for two 11-foot-wide travel lanes and 4-foot-wide shoulders on each side. The project also includes the rehabilitation of the existing pavement, minor drainage improvements, utility relocations, and new cut/fill slopes.

This is to advise that the Plumas County Department of Public Works has approved the above
(☒ Lead Agency or ☐ Responsible Agency)

described project on 10/27/2025 (date) and has made the following determinations regarding the above described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
Plumas County Department of Public Works

Signature (Public Agency): _____ Title: Director

Date: 10/27/2025 Date Received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

CA FLAP PLU 406(1)

Quincy Junction Road Project

Final Initial Study/Mitigated Negative Declaration (IS/MND)

State Clearinghouse No. 2025081338

October 27, 2025

Prepared for:
Plumas County
Public Works Department
1834 East Main Street
Quincy, CA 95971

Prepared by:
Stantec Consulting Services Inc.
Attn.: Mark Wuestehube, Project Manager
2595 Ceanothus Avenue, Suite 182
Chico, California 95973
Phone: (530) 332-8945

Stantec Project No. 185706849

Project Information

1. Project Title	CA FLAP PLU 406(1) Quincy Junction Road Project
2. Lead Agency Name and Address	Plumas County Department of Public Works 1834 East Main Street Quincy, CA 95971
3. Contact Person	Robert Thorman Director, Plumas County Public Works Department Phone: (530) 283-6268 Email: robthorman@countyofplumas.com
4. Project Location	The project is approximately 1.4 miles northeast of the town of Quincy, Plumas County, California. It includes 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road. The project area is located in the *Quincy, California* United States Geological Survey 7.5-minute topographic quadrangle within Section 7 of Range 10E and Section 12 of Range 9E of Township 24N.
5. Project Sponsor's Name	Plumas County Department of Public Works

CA FLAP PLU 406(1) Quincy Junction Road Project
Final Initial Study / Mitigated Negative Declaration

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Appendix B Comment Letters
Appendix C Mitigated Negative Declaration
Appendix D Mitigation Monitoring and Reporting Program

1.0 INTRODUCTION

This Final Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared in accordance with the California Environmental Quality Act (CEQA) as amended (Public Resources Code Section 21000 et seq.) and CEQA Guidelines (California Administrative Code Section 15000 et seq.). The Final IS/MND incorporates the Draft IS/MND (included here as Appendix A) prepared by Plumas County Public Works Department for the CA FLAP PLU 406(1) Quincy Junction Road Project (project) as it was originally circulated for public and agency review (State Clearinghouse No. 2025081338).

The Final IS/MND includes the following:

- A discussion of CEQA requirements and the public participation process;
- Comments, and responses to comments received on the Draft IS/MND;
- A determination that revisions to the Draft IS/MND are not required;
- A finding to prepare a Mitigated Negative Declaration;
- The Draft IS/MND (Appendix A);
- The comment letters received on the Draft IS/MND (Appendix B);
- The Final Mitigated Negative Declaration (Appendix C); and
- The Mitigation Monitoring and Reporting Program (Appendix D).

1.1 CEQA REQUIREMENTS

CEQA Guidelines Section 15070 requires a public agency to prepare a mitigated negative declaration for a project subject to CEQA when:

a. The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or

b. The initial study identifies potentially significant effects, but:

    1. Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and

    2. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

The IS/MND for the project found that the project would have less-than-significant impacts with mitigation incorporated.

1.2 PUBLIC PARTICIPATION PROCESS

The Draft IS/MND was received at the State Clearinghouse (SCH) on August 28, 2025, which initiated a 30-day public review and comment period, ending on September 26, 2025.

Agencies that received the IS/MND for review from the SCH include:

- California Air Resources Board (ARB)
- California Department of Conservation (DOC)
- California Department of Forestry and Fire Protection (CAL FIRE)
- California Department of Parks and Recreation
- California Department of Toxic Substances Control (DTSC)
- California Department of Transportation, District 2 (DOT)
- California Department of Transportation, Division of Aeronautics (DOT)
- California Department of Transportation, Division of Transportation Planning (DOT)
- California Department of Water Resources (DWR)
- California Fish and Game Commission (CDFGC)
- California Highway Patrol (CHP)
- California Native American Heritage Commission (NAHC)
- California Natural Resources Agency
- California Regional Water Quality Control Board, Central Valley Redding Region 5 (RWQCB)
- Central Valley Flood Protection Board
- Delta Protection Commission
- Delta Stewardship Council
- Office of Historic Preservation
- Sierra Nevada Conservancy
- State Water Resources Control Board, Division of Drinking Water
- State Water Resources Control Board, Division of Water Quality
- State Water Resources Control Board, Division of Water Rights
- State Water Resources Control Board, Division of Financial Assistance
- California Department of Fish and Wildlife, North Central Region 2 (CDFW)

2.0 RESPONSES TO COMMENTS RECEIVED ON THE DRAFT IS/MND

Two comment letters were received during the public review and comment period for the Draft IS/MND. Comment letters were received from CDFW on September 15, 2025, and from landowner Lane P. Labbe on August 28, 2025. Individual comments within the letters have been assigned a comment number (e.g., CDFW-1). The numbered comments and responses are discussed in sections 2.1 and 2.2, respectively. Copies of both letters are provided in Appendix B.

2.1 CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Comment CDFW-1

CDFW is concerned based on the information provided in the environmental document that the proposed Project may result in direct, indirect and cumulative adverse impacts to biological resources within the Project area including Greater Sandhill Cranes (*Antigone canadensis tabida*) and bank swallows (*Riparia riparia*) which are known to occur within the project area.

The Project area as shown in the information provided includes habitat for State and federally listed species. If, during the environmental analysis for the Project, it is determined that the Project may have the potential to result in "take", as defined in the Fish & G. Code, section 86, of a State-listed species, an Incidental Take Permit (ITP) or a consistency determination (Fish & G. Code, §§ 2080.1 & 2081) may be required prior to starting construction activities. CDFW encourages early coordination to determine appropriate measures to offset Project impacts and facilitate future permitting processes and to coordinate with the U.S. Fish and Wildlife Service to coordinate specific measures if federally listed species are present within the Project limits.

Response:

Comment noted. Standard environmental commitments and best management practices (BMPs) will be used during project construction to minimize the potential for impacts on special-status birds (including greater sandhill cranes and bank swallows) and their habitat. Relevant measures provided in the IS/MND include standard commitments (SC)-4, SC-20, SC-22, SC-23 and project-specific environmental commitments (EC)-8 and EC-9 (See Table 1 in Appendix A). No take of federal- or state-listed species is anticipated with implementation of the standard commitments and project-specific environmental commitments.

Comment CDFW-2

The Project Area includes areas under CDFW's jurisdiction per section 1602 of the Fish & G. Code. These areas include all perennial, intermittent, and ephemeral rivers, streams, and lakes, including ponds and drainages, in the State and any habitats supported by these features such as wetlands and riparian habitats. In addition, the Project Description includes placement of numerous culverts under the roadway including replacement of an existing box culvert for Clear Creek. As such, Plumas County will need to file a Notification of Lake or Streambed Alteration (LSA Notification) with CDFW prior to the onset of

construction related activities. Please note that the CDFW definition of wetlands, as well as extent of the jurisdictional areas, differ from other agencies such the U.S. Army Corps of Engineers or the Regional Water Quality Control Board.

Response:

Comment noted. If determined to be required, a LSA Notification will be submitted to CDFW. In addition, SC-3 in the IS/MND states that the project will "comply…with permits and agreements obtained by the Government for performing the work that is included in the contract." (See Table 1 in Appendix A).

Comment CDFW-3

Migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) (16 U.S.C., §§ 703-712). CDFW implemented the MBTA by adopting the Fish & G. Code section 3513. Fish & G. Code sections 3503, 3503.5 and 3800 provide additional protection to nongame birds, birds of prey, their nests, and eggs. Potential habitat for nesting birds and birds of prey is present within the Project area. The proposed Project should disclose, as part of the LSA Notification, all potential activities that may incur a direct or indirect take to nongame nesting birds within the Project footprint and its close vicinity. Appropriate avoidance, minimization, and/or mitigation measures to avoid take must be included in the project description. Measures to avoid the impacts would include species specific work windows, biological monitoring, installation of noise attenuation barriers, etc.

Response:

Comment noted. Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on migratory birds, raptors, and their habitat. Relevant measures provided in the IS/MND include standard commitments (SC)-4, SC-20, SC-22, SC-23 and project specific environmental commitments (EC)-8 and EC-9. (See Table 1 in Appendix A).

Comment CDFW-4

The project, as proposed, would have an effect on fish and wildlife, and assessment of filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code § 711.4; Pub. Resources Code, § 21089.)

Response:

Comment noted.

Comment CDFW-5

Pursuant to Public Resources Code sections 21092 and 21092.2, CDFW requests written notification of proposed actions and pending decisions regarding the project. Written notifications shall be directed to: California Department of Fish and Wildlife North Central Region, 1701 Nimbus Road, Rancho Cordova, CA 95670.

Response:
Comment noted.

2.2 LANE P. LABBE

Comment LL1

There has not been any community outreach regarding this project other than us receiving written notice the project would be proceeding.

Response:

The County coordinated with adjacent landowners during development of the project and all landowners adjacent to the project received notice of the project. Notice of the project was also posted on-site. In accordance with the requirements of CEQA, the County provided the public and adjacent landowners with notice of the availability of the Initial Study and the Notice of Intent to Adopt a Mitigated Declaration for the project through direct mailing and posting on the County's website. The public comment period was initiated on August 28, 2025 and concluded on September 26, 2025.

Comment LL2

To my knowledge, there has been no formal traffic study completed.

Response:

Comment noted. A traffic study was not completed. The County determined that a traffic study is not required or necessary for adding a paved shoulder.

Comment LL3

Widening QJR some 3 feet on each side to make pathways but not widening the bridge at Greenhorn Creek creates a safety hazard for pedestrian, equestrians, bikers, and joggers as they must re-enter the roadway in order to cross the bridge. We have offered the solution of creating separate pedestrian type walkways across Greenhorn Creek. We have not had any response from Plumas County Public Works.

Response:

The project consists widening of approximately 1.0 mile of Quincy Junction Road. The project civil engineer reviewed the condition of the road and the bridge crossing and determined that there is sufficient sight distance for the bridge to remain at its current width.

Comment LL4

Studies show that widening roads increases speeds. Traffic increases of 8% to 16% are typical as well. We have offered a solution to increased speeds by lowering the speed limit from Bell Lane to Chandler Road to 35MPH. A comprehensive traffic study should be completed prior to construction to identify potential impacts.

Response:

The speed limit is being lowered from 45 MPH to 40 MPH and is enforceable by California Highway Patrol. This is the lowest the speed limit can be lowered per the California Manual on Uniform Traffic Control Devices (California Department of Transportation 2024). The County reviewed the need and determined that a traffic study would not be necessary.

Comment LL5.

The North American Valley area has 5 ranches along Chandler Road. Cattle and horses along with Agricultural Equipment are frequently on the road. Every day our clients are either walking horses, or riding horses along QJR and Chandler Road. The proposed widening of QJR may actually make it less safe for all users.

Response:

A paved shoulder would not inhibit pedestrian use or make it less safe since the road could still be used for cattle and horses if desired. The width of the combined hard shoulder and soft shoulder would not be reduced. A white line will be painted between the traveled lane and the road shoulder, allowing for visual separation. Motorists will still have to follow AB1909 to maintain a minimum 3-foot buffer when passing a pedestrian traveling in the same direction. The law also requires drivers to change lanes to pass, if possible and safe to do so, or slow down and wait for a safe opportunity to pass. Additionally, the speed limit was lowered from 45 MPH to 40 MPH.

Comment LL6.

Consider providing for wildlife passage under QJR. There is an opportunity to provide for wildlife passage at Clear Creek by expanding the large box culvert that goes under QJR. This would not be that expensive since the box culvert would need to be expanded to accommodate the road widening. It seems that with a budget of $8M to widen less that 1 mile of roadway would be sufficient to help wildlife. We believe that CA State Law require consideration of wildlife passage opportunities.

Response:

The County considered the possibility of incorporating enhanced wildlife passage into the project in coordination with FHWA-CFL, but it was determined to not be practicable due to design timing and project funding.

Comment LL7.

We are uncertain as to how much of our fencing along QJR will need to be replaced.

Response:

The County is in discussions with the landowner to replace fencing.

Comment LL8.

We are concerned that the road widening will encroach onto our property give the road base grades/slope requirements. Engineer drawings of the widening have not been made available to the public.

Response:

The project is entirely within the road right-of-way.

Comment LL9.

We don't know who will be funding the replacement of the water spreader wall adjacent to QJR that diverts water into our hayfield. This can impact our hay production in that field.

Response:

The project will not impact the water spreader wall.

Comment LL10.

The road widening will encroach on our water diversion box/gate concrete structure, which will require it to be moved westerly several feet. Who pays for that?

Response:

The project will not impact the water diversion box or gate concrete structure.

Comment LL11.

We have underground pipes that deliver water from the diversion box/gate to the hayfield. We are unclear as to whether those will have to be removed, and re-located. Who pays for that?

Response:

The project will not impact the underground pipes from the diversion box because the diversion box does not need to be relocated.

3.0 REVISIONS TO THE DRAFT IS/MND

No revisions to the August 2025 draft IS/MND were determined to be required as a result of public review and comment. The draft IS/MND is included as Appendix A and is considered final.

4.0 MITIGATED NEGATIVE DECLARATION DETERMINATION

Based on this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "Potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature _____ Date 10/30/25

Robert Thorman, Director
Plumas County Public Works Department

The Final Mitigated Negative Declaration is provided as Appendix C and the Mitigation Monitoring and Reporting Program is provided as Appendix D.

Appendix A AUGUST 2025 DRAFT IS/MND

INITIAL STUDY

CA FLAP PLU 406(1) Quincy Junction Road Project

Prepared by:
STANTEC CONSULTING SERVICES INC.
376 Hartnell Avenue, Suite B
Redding, California 96002
Project No. 185706849

Prepared for:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

April 2025

PLUMAS COUNTY
ENVIRONMENTAL CHECKLIST FORM

1. **Project Title:** CA FLAP PLU 406(1) Quincy Junction Road Project (project)
2. Lead agency name and address:

   Plumas County (County)
   Department of Public Works
   1834 East Main Street
   Quincy, CA 95971

3. Contact Person and Phone Number:

   Robert Thorman
   Director, Plumas County Public Works Department
   Phone: (530) 283-6268
   Email: robthorman@countyofplumas.com

4. Project Location:

   The project is approximately 1.4 miles northeast of the town of Quincy, Plumas County, California. It includes 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road. The project area is located in the *Quincy, California* United States Geological Survey 7.5-minute topographic quadrangle within Section 7 of Range 10E and Section 12 of Range 9E of Township 24N.

5. Project Sponsor's Name and Address:

   Ryan Mathis, Project Manager
   Federal Highway Administration
   12300 W. Dakota Ave., Suite 380
   Lakewood, CO 80228

6. General Plan Designation:
   - Agricultural (A)
   - Multi-Family Residential (MF)
   - Single Family Residential (SF)

7. Zoning:
   - Agricultural Preserve (AP) – Under Williamson Act Contract As Non-Prime Farmland
   - Secondary Suburban (S-3)
   - Suburban (S-1)
   - Special Plan Scenic Area (SP-ScA)
   - Farm Animal Combining Zone (F)
   - Mobile Home Combining Zone (MH)

8. Description of Project:

The Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), in cooperation with the Plumas County Department of Public Works (County), is proposing the CA FLAP PLU 406(1) Quincy Junction Road Project (project) (Figure 1).

The project includes roadway improvements and widening of approximately 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road (Figure 2). The roadway would be widened to a paved width of 30 feet, which allows for two 11-foot-wide travel lanes and 4-foot-wide shoulders on each side. The project also includes the rehabilitation of the existing pavement, minor drainage improvements, utility relocations, and new cut/fill slopes. Pavement rehabilitation is anticipated to be a full-depth reclamation method, where the existing roadway material would be pulverized and blended in place, compacted, and then new asphalt concrete pavement would be placed over the full-depth reclamation material. Approach roads and driveways would be resurfaced or paved to transition and match the new roadway conditions. Rock cut slopes are anticipated through the middle section of the project area to minimize the extent of adjacent property impacts due to the existing steep slopes. Clear zone improvements are anticipated with the addition of the 4-foot shoulder, but improvements beyond that may be isolated to limit impacts on adjacent properties. New pavement markings and safety signage would also be installed.

Proposed drainage improvements include replacement of approximately 14 existing roadway culverts, installation of new culverts where needed to accommodate roadway widening and transitions to existing driveways, and graded roadway ditches to facilitate proper drainage. The existing box culvert at Clear Creek, a tributary to Greenhorn Creek, would be replaced with a hydraulically equivalent culvert to accommodate the roadway widening. Culverts that contain water at the time of construction would be dewatered prior to replacement. Due to excellent visibility and a short length across the Greenhorn Creek bridge, the proposed roadway shoulder would taper to match the narrower existing bridge shoulder to avoid impacts on the existing structure. Advance warning traffic signs would be installed at this location to advise roadway users of the narrower shoulder. No work in Greenhorn Creek is proposed.

The estimated area of disturbance (project area) is approximately 8.13 acres encompassing the existing road, adjacent areas subject to disturbance, and staging areas along the road.

Construction of the proposed road improvements is scheduled for 2026 and would last one construction season, with work likely starting in spring and finishing in fall. Work in aquatic habitats (culvert replacement and cleaning, headwall extension, and riprap placement at culvert inlet and outlets) would be confined to the low-flow season between July 15 and October 31. No night work is proposed for the project. The construction timing is subject to change based on the availability of funding and receipt of approvals for the project. Traffic delays and short-term road closures are anticipated, with traffic delays being limited to 30 minutes or less. A short-term road closure of approximately three weeks is anticipated for replacement of the Clear Creek box culvert. A traffic detour would be provided during the full road closure at the creek crossing. The detour for through traffic would direct drivers along Chandler Road east to State Route 70 to Lee Road to Bell Lane. Advance notice would be provided for through traffic on Quincy Junction Road.

Existing right-of-way for Quincy Junction Road in the project corridor varies between approximately 60 feet to 100 feet. One partial, permanent right-of-way acquisition is anticipated at the corner of Bell Lane and Quincy Junction Road for widening for the road shoulder. The remainder of the permanent roadway improvements associated with the project would be within

the existing Plumas County right-of-way. Temporary construction easements will be acquired on 11 parcels along Quincy Junction Road at Bell Road, Clear Creek Road, and Chandler Road to provide for construction access and temporary disturbances outside of the right-of-way. No temporary or permanent relocations of utilities are required.

FHWA-CFLHD would retain a construction contractor for the project. The contractor would be responsible for implementing standard construction practices and best management practices (BMPs) in accordance with FHWA's Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) and Special Contract Requirements specific to this project, and for complying with applicable permits and authorizations, including the environmental commitments identified for this project.

The project is federally funded through the Federal Lands Access Program (FLAP), with financing allocated from the Federal Highway Trust Fund. FHWA-CFLHD will be preparing National Environmental Policy Act (NEPA) documentation (Categorical Exclusion) for the project.

9. Surrounding Land Uses and Setting:

   The project area is in the American Valley, in the Sierra Nevada Mountains in Northern California. The project alignment intersects Greenhorn Creek, a perennial stream north of Mill Creek. It is characterized by rural development with farmland at the north and south ends and coniferous forest in the middle. The elevation in the project area is approximately 3,405 feet above sea level at the south end, 3,438 feet above sea level in the center, and 3,425 feet above sea level at the north end.

   The topography along Quincy Junction Road is characterized by a graded road prism that runs through agricultural fields and meadows. Greenhorn Creek flows under a two-lane bridge to cross Quincy Junction Road. The topography along Greenhorn Creek is mostly steep earthen banks with some gravel bars. Downstream of the project area, the stream widens into a floodplain. Most of the upland portions of the project area are converted wet meadows and grasslands that are now maintained for pasture or agriculture.

   Land use in the surrounding area is predominantly agriculture, rural residential development, and mountainous open space. The open grassland areas along Quincy Junction Road are actively managed pastures for grazing horses. The culvert that would be left in place at station 144+40 (Figure 2) flows into a manufactured stock pond to serve the pasturelands in the area. The U.S. Forest Service's Plumas National Forest boundary is about 0.25 mile north of the project area.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

    - Federal Highway Administration, Central Federal Lands Highway Division
    - U.S. Army Corps of Engineers (Sacramento District)
    - California Regional Water Quality Control Board (Central Valley Region 5-Redding)
    - California State Historic Preservation Officer
    - Plumas County Department of Public Works
    - California Highway Patrol
    - California Fish and Wildlife, Region 2

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

    Consultation letters to all the parties on the list of contacts provided by the Native American Heritage Commission (NAHC) were sent out by FHWA-CFLHD on August 30, 2023. Parties receiving letters included representatives of the following:

    - Chairperson Kyle Self of the Greenville Rancheria of Maidu Indians
    - Chairperson Benjamin Clark of the Mooretown Rancheria of Maidu Indians
    - Chairperson Deana Bovee of the Susanville Indian Rancheria
    - Chairperson Don Ryberg of the Tsi Akim Maidu
    - Cultural Director Grayson Coney of the Tsi Akim Maidu
    - Cultural Resources Department, Darrel Cruz, of the Washoe Tribe of Nevada and California
    - Chairperson Serrell Smokey of the Washoe Tribe of Nevada and California

    On September 26, 2023, Chris LaMarr, Tribal Historic Preservation Officer, with the Susanville Indian Rancheria emailed FHWA-CFLHD acknowledging receipt of the FHWA-CFLHD letter and accepting the invitation for consultation. On October 5, 2023, Matthew Hatcher, Tribal Historic Preservation Officer, with the Mooretown Rancheria of Maidu Indians sent a letter to FHWA-CFLHD acknowledging receipt of the FHWA-CFLHD letter initiating consultation and stating that the Mooretown Rancheria is not aware of cultural resources within the area of potential effect (APE). No responses were received from the other tribes that were contacted.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

In accordance with FHWA-CFLHD requirements, Standard Environmental Commitments have been incorporated into the project to protect environmental resources. These Standard Environmental Commitments are a part of the project design and FHWA-CFLHD requirements, but they do not constitute mitigation under CEQA as they have not been incorporated to reduce a potentially significant impact.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

	Aesthetics		Agricultural / Forestry Resources		Air Quality
X	Biological Resources		Cultural Resources		Energy
	Geology / Soils		Greenhouse Gas Emissions		Hazards & Hazardous Materials
	Hydrology / Water Quality		Land Use / Planning		Mineral Resources
	Noise		Population / Housing	X	Public Services
	Recreation	X	Transportation		Tribal Cultural Resources
	Utilities / Service Systems	X	Wildfire	X	Mandatory Findings of Significance

DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of the initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR of NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Copies of the Initial Study and related materials and documentation may be obtained at the Plumas County Department of Public Works, 1834 East Main Street, Quincy, CA 95971. Contact Robert Thorman at (530) 283-6268.

Robert Thorman, Director, Plumas County Public Works Department

10/30/25
Date

EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include the following:

- Aesthetics
- Agricultural / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service System
- Wildfire
- Mandatory Findings of Significance

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the State CEQA Guidelines and is used by Plumas County in its environmental review process. For the preliminary environmental assessment undertaken as part of the preparation of this Initial Study, a

determination that there is a potential for significant effects indicates the need to more fully analyze the impact of the development and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated, and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less-than-Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less than Significant with Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less-than-significant levels.

Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to less-than-significant levels.

Prior environmental evaluations applicable to all or part of the project site follow:

- Plumas County General Plan

LIST OF APPENDICES/REFERENCES

- Appendix A
  Figure 1 – Project Location
  Figure 2 – Project Design
- Appendix B: Standard and Project-Specific Environmental Commitments

Technical studies prepared for this project are on file at Plumas County Department of Public Works.

AESTHETICS

I. **AESTHETICS**: *Except as provided in Public Resources Code Section 21099, would the project*:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that area experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Discussion:

a) **No Impact.** The project area does not contain any scenic vistas. Potentially visible components of the project alignment include existing roads and rural residences. Views both into and from the project area include grazing land and forested land that are visually similar to the area surrounding the project. Project construction and operation would have no impact on a scenic vista.

b) **No Impact.** The project area is not located on or adjacent to a state-designated scenic highway (Caltrans 2018). The nearest state-designated scenic highway is Highway 70, approximately 1.5 miles southwest of the project. There are no documented scenic resources in the immediate project area. Project construction and operation would have no impact on scenic resources. A portion of this project is also within the American Valley Scenic Area as identified by the Plumas County General Plan. This scenic area includes the following land use protection measures: 1. Maintain agricultural, recreation, and rural residential uses. 2. Encourage the nomination of ranch homesites and barns which may qualify for State historic landmark designation or for the National Register of Historic Places. 3. Utilize density transfer to maintain open space qualities of existing pasture and meadowlands and to locate rural residential densities away from important scenic structures. 4. Prohibit off-premise advertising signs. This project is not in conflict with any of these land use protection measures.

c) **No Impact.** The existing visual character includes open grazing land, forested land, and rural residential properties. The project would be constructed along an existing road corridor. Project construction and operation would have no impact on existing zoning or affect regulations governing scenic quality.

d) **Less-than-Significant Impact.** Project construction would involve the use of temporary safety and security lighting. Both temporary construction lighting and permanent project lighting would comply with the County General Plan's lighting and night sky standard, which requires lighting to be designed and configured to reduce light pollution, glare, and spillage (Plumas County 2013). Project lighting would be consistent with existing lighting sources used on the road. Potential glare from reflective signage, and pavement striping would be similar to levels emitted

by existing roads. Construction equipment, machinery, and bright-colored traffic control signage could temporarily increase light and glare in the project area during construction. Operational and construction impacts on day or nighttime views in the area because of project lighting would be less than significant.

Documentation:

- California Department of Transportation (Caltrans). 2018. California State Scenic Highway System Map. Available at https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa (accessed November 26, 2024).
- Plumas County. 2013. General Plan 2035. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

AGRICULTURAL / FORESTRY RESOURCES

II. AGRICULTURE /FORESTRY RESOURCES: *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion:

a) **No Impact.** No designated farmlands occur in the project area or vicinity (California Department of Conservation 2024). The project would have no impact on Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

b) **No Impact.** Several parcels in the project area are enrolled in the Williamson Act as non-prime farmland (CDC 2022a) In addition, a portion of the project is zoned for agricultural use; however, the project would occur in the existing road right-of-way with Temporary Construction Easements on 11 parcels involving only minimal temporary disturbance outside the existing road right-of-way. The project and associated construction activities would not conflict with current uses (CDC 2022b; Plumas County 2013). The project would have no impact on zoning for agricultural use.

c) **No Impact.** The project would not cause rezoning of forestland, timberland, or timberland zoned for timber production. The project area is not zoned for timber production or as forest land (Plumas County 2013).

d) **No Impact.** The project area does not include any designated forest land (Plumas County 2013). The project would not convert any forest land to non-forest uses and would not result in the loss of forest lands.

e) **No Impact.** The project would have no direct or indirect impacts on farmland.

Documentation:

- California Department of Conservation (CDC). 2022a. California Williamson Act Enrollment Finder. Available at: https://maps.conservation.ca.gov/dlrp/WilliamsonAct/. (accessed January 14, 2024).
- California Department of Conservation (CDC). 2022b. California Important Farmland Finder. Available at: https://maps.conservation.ca.gov/dlrp/ciff/ (accessed January 8, 2024)
- Plumas County. 2013. Plumas County General Plan, Land Use Element. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

No project-specific mitigation is required under this subject.

AIR QUALITY

III. AIR QUALITY: *Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Discussion:

a) **No Impact.** Plumas County is the northernmost county in the Mountain Counties Air Basin. The Northern Sierra Air Quality Management District (NSAQMD) regulates air quality conditions within the Mountain Counties Air Basin. As summarized in Table AQ-1, Plumas County is designated as "unclassified" or "attainment" for all federal and state ambient air quality standards, including ozone, inhalable particulate matter (PM) 2.5 microns ($PM_{2.5}$); carbon monoxide (CO); nitrogen dioxide (NO_2); sulfur dioxide (SO_2); and lead, but is in "nonattainment" for state ambient standards for PM10 microns (PM_{10}) (Table AQ-1) (CARB 2023).

Table AQ-1. 2023 State and Federal Air Quality Attainment Status for Plumas County

Criteria Pollutants	State Designation	Federal Designation
Ozone	Attainment	Unclassifiable/Attainment
Particulate matter less than 10 microns in aerodynamic diameter (PM_{10})	Nonattainment	Unclassifiable
Particulate matter less than 2.5 microns in aerodynamic diameter ($PM_{2.5}$)	Attainment	Unclassifiable/Attainment
Carbon monoxide (CO)	Attainment	Unclassifiable/Attainment
Nitrogen dioxide (NO_2)	Attainment	Unclassifiable/Attainment
Sulfur dioxide (SO_2)	Attainment	Unclassifiable/Attainment
Sulfates	Attainment	—
Lead	Attainment	Unclassifiable/Attainment
Hydrogen Sulfide	Unclassified	—
Visibility Reducing Particles	Unclassified	—

Source: California Air Resources Board 2023

Air quality data are collected from three air quality monitoring stations located in Portola, Quincy, and Chester. Major sources of particulate matter in the county are unpaved road dust, prescribed burning, and residential burn piles and woodstoves. The NSAQMD is the agency primarily responsible for making sure that federal and state ambient air quality standards are not exceeded and that air quality conditions are maintained.

The relatively narrow linear footprint of the project would limit the extent of construction, including the types and numbers of equipment used. Any project that generates vehicle trips has the potential to incrementally contribute to bad air quality. During construction, equipment would be contained within localized areas or along specific routes, and emissions would be temporary (i.e., confined to short-term grading and construction activities). The operation of project construction equipment would result in limited temporary emissions of Reactive Organic Gases (ROG) and oxides of nitrogen (NOx), which are ozone precursors. Earth-moving activities could increase localized levels of fugitive dust and $PM_{2.5}$ and PM_{10}. Localized PM is generated during site grading, excavation, and exhaust from construction equipment.

Construction emissions of ROG, NO_x, and PM_{10} are anticipated to be minimal but consistent with the policies and goals of air quality plans. FHWA-CFLHD Standard Environmental Commitments would be implemented to minimize fugitive dust during construction (Appendix B, Table 1-1, SC-13, SC-16, SC-19). The project would not conflict with or obstruct air quality plans and would, therefore, have no impact.

b) **Less-than-Significant Impact.** Plumas County is in nonattainment for $PM_{10.}$ Even with application of measures to reduce emissions for individual projects, cumulative impacts are

unavoidable for particulate emissions. Vehicle trips, whether during construction or operation, have the potential to incrementally contribute to the problem.

The project's cumulative contribution to criteria pollutants in a nonattainment area would be less than significant with the use of BMPs provided in Appendix B (Table 1-1, SC-13, SC-16, SC-19). The project's net cumulative contribution to criteria pollutants in a nonattainment area would be less than significant.

c) **Less-than-Significant Impact.** Potential air quality impacts on the neighboring residents because of construction emissions would be temporary, localized, and minor. The project involves traffic circulation improvements to an existing road corridor. Construction activities would occur in a linear nature, and no sensitive receptors would be substantially affected for prolonged periods of time. The completed project would not increase the use of internal combustion motor vehicles. No operational emissions, including odor, would result from the project. There are no other sensitive receptors (e.g., hospitals, schools) in the immediate project vicinity. Therefore, impacts would be less than significant.

d) **Less-than-Significant Impact.** Construction activities would involve the use of gasoline or diesel-powered equipment that emit exhaust fumes. Construction could also involve asphalt paving, which has a distinctive odor during application. While persons near the construction work area may find these odors objectionable, emissions would be infrequent, would dissipate rapidly, and would be temporary. The effect of odors generated by project construction on people in or near the project area would be less than significant.

Documentation:

- California Air Resources Board (CARB). 2023. Maps of State and Federal Area Designations. Available at https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations. Accessed December 9, 2024.
- Plumas County. 2013. Plumas County General Plan, Goal 7.9 Air Quality. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

No project-specific mitigation is required under this subject.

BIOLOGICAL RESOURCES

IV. **BIOLOGICAL RESOURCES**: *Would the project:*	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		X		

IV. **BIOLOGICAL RESOURCES**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		X		
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion:

A biological assessment report (BA) and biological survey report (BSR) were prepared to assess the impacts of the project on biological resources in the project area and vicinity (HDR 2024a, HDR 2024b). The analyses presented in the BA and the BSR are based on database reviews, species list reviews, biological field surveys, delineation of aquatic resources, and consultation with relevant agencies. The reports address compliance with regulatory requirements of the federal and state endangered species acts, the Clean Water Act, the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, the Magnuson-Stevens Fishery Conservation and Management Act, the Porter-Cologne Water Quality Control Act, and appurtenant federal executive orders and California Fish and Game Code.

a) **Less than Significant with Mitigation Incorporated**. The project area contains habitat for eight special-status animal species. It also has habitat for six special-status plant species; however, botanical surveys conducted during the species' blooming periods determined the special-status plant species are not present in the project area. Special-status animal species having potential to occur in the project area include:

- Northwestern pond turtle (*Actinemys marmorata*) – Proposed for Federally Listing as Threatened; State Species of Special Concern
- Foothill yellow-legged frog (*Rana boylii*) – Federal and State Listed as Threatened
- Greater sandhill crane (*Antigone canadensis tabida*) State Listed as Threatened, Fully Protected
- Willow flycatcher (*Empidonax traillii*) State Listed as Endangered
- Bank swallow (*Riparia riparia*) – State Listed as Threatened
- Townsend's big-eared bat (*Corynorhinus townsendii*) – State Species of Special Concern
- Pallid bat (*Antrozous pallidus*) – State Species of Special Concern
- Western bumble bee (*Bombus occidentalis*) – State Candidate for listing as Endangered

Northwestern Pond Turtle and Foothill Yellow-Legged Frog

On May 6, 2024 during a site visit conducted for the BSR and BA, five northwestern pond turtles (NWPT) were observed basking on a small island in Clear Creek within the project area. One individual was later seen swimming through the Clear Creek culvert that would be replaced during project construction. The embankment along Clear Creek Road could offer suitable nesting habitat as soils are loose and vegetation cover is sparse. No turtles were observed in Greenhorn Creek, but the creek offers suitable migration, foraging, basking, and nesting habitat. Its wide banks with sandy gravel bars and little to no vegetation cover offer suitable habitat for all life stages of NWPT. Additionally, the large stock pond on the east side of Quincy Junction Road, just south of its intersection with Chandler Road offers suitable foraging and nesting habitat for the species. As all these water sources are hydrologically connected, NWPT could be present in most of the project area.

The BSR documents field surveys and a habitat assessment conducted for foothill yellow-legged frog (FYLF). A visual encounter survey was conducted in all aquatic habitats throughout the project area, and notes were taken on site quality, including the presence of perennial water, aquatic habitat conditions, and predators (HDR 2024a). According to the habitat assessment and surveys, Greenhorn Creek is the only portion of the project suitable for FYLF. The wide channel with cobble substrate could provide a migration corridor or possible egg deposition substrate for the species. The other aquatic habitats do not contain suitable substrate to support FYLF as they consist of mostly sediment and are overgrown with aquatic vegetation (HDR 2024b).

Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on FYLF, NWPT, and their habitat (Appendix B, Table 1-1, SC-1, SC-4, SC-7, SC-8, SC-9, SC-15 through SC-18, SC-20 through SC-23). In addition, project-specific environmental commitments EC-1 through EC-7, and EC-13 will be used to reduce impacts on FYLF and NWPT (Appendix B, Table 1-2). Impacts on FYLF and NWPT would be less than significant with these mitigation measures incorporated.

Special Status Birds (Greater Sandhill Crane, Willow Flycatcher, Bank Swallow), Migratory Birds, and Raptors

Construction activities (e.g., vegetation removal and equipment noise) would occur during the avian breeding season (generally February through August, depending on the species) and could disturb nesting birds in or adjacent to the project area. Construction-related disturbance could result in the incidental loss of fertile eggs or nestlings or nest abandonment, which could affect local or regional populations of affected birds. Impacts on nesting birds could result from: (1) vegetation removal (2) ground-disturbing activities (e.g., grubbing and grading) that could affect ground-nesting birds; or (3) noise from construction activities. Foraging birds and birds present in or adjacent to the project area outside of the avian breeding season would not be adversely impacted by construction activities due to their high mobility and available habitat outside of the project area.

Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on special-status birds, migratory birds, raptors, and their habitat (Appendix B, Table 1-1, SC-4, SC-20, SC-22, SC-23). Project-specific environmental commitments EC-8 and EC-9 (Appendix B, Table 1-2) will also be used to minimize impacts. Impacts on special-status birds would be less than significant with these measures incorporated.

Pallid Bat and Townsend's Big-Eared Bat

A bat emergence survey was conducted for the BSR and concluded that bats do not use the existing culvert for day or maternity roosts due to the open nature of the design; however, it is possible that bats could use the structure for night roosting (HDR 2024a). The bridge over Greenhorn Creek also offers suitable roosting habitat for bat species. In addition, trees in the ponderosa pine habitat in the vicinity of the disturbance footprint may provide suitable roosting habitat for Townsend's big-eared bat and pallid bat. Impacts on night roosting bats potentially using the existing structures would not be expected as all work would occur during the day. Some tree removal is anticipated during road widening, which could directly impact day roosting bats. Loss of roosting and foraging habitat would be kept to the minimum necessary footprint required to complete the necessary project activities. Additionally, noise from construction could impact bats if they use the bridge over Greenhorn Creek as a day roost.

Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on special-status bats and their habitat (Appendix B, Table 1-1, SC-4, SC-20). Project-specific environmental commitment EC-10 (Appendix B, Table 1-2) will also be used to minimize impacts. Impacts on pallid bat and Townsend's big-eared bat would be less than significant with this measure incorporated.

Western Bumble Bee

Western bumble bee has the potential to occur in portions of the project area wherever suitable foraging plants are found. While the species could forage on several native plant species, the BSR determined that only two species (both in the Asteraceae family) of foraging plants occur in the project area (HDR 2024a). Additionally, if the plants are found in the impact areas, individual bees are mobile and are able to move from construction equipment. No nests or evidence of nests, including rodent burrows, were observed during the field review conducted for the BSR (HDR 2024a). Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on western bumblebee and their habitat (Appendix B, Table 1-1, SC-4, SC-20, SC-22, SC-23). Impacts on western bumble bee would be less than significant.

b) **Less than Significant with Mitigation Incorporated.** Sensitive natural communities in the project area include 3-parameter riparian wetland as well as riparian habitat (i.e., riparian zone not qualified as a 3-paramenter wetland). Approximately 0.035 acre of red willow dominated wetland and approximately 0.022 acre of red willow dominated riparian habitat would be temporarily impacted by project activities. An additional 0.071 acre of red willow dominated wetland and approximately 0.042 acre of red willow dominated riparian habitat would be permanently impacted by project activities. These impacts would result from several culvert replacements and road extension (HDR 2024a).

Standard environmental commitments and BMPs will be used during project construction to minimize the potential for impacts on sensitive natural communities, including restoring temporarily impacted areas (Appendix B, Table 1-1, SC-4, SC-20, SC-22, SC-23, SC-24). Project-specific environmental commitment EC-1 (Appendix B, Table 1-2, EC-1) will also be used to minimize impacts. Impacts would be less than significant with this mitigation measure incorporated.

c) **Less than Significant with Mitigation Incorporated.** HDR conducted an aquatic resource delineation for the project in August 2023. Potentially jurisdictional waters in the project area total 0.789 acre and include palustrine emergent wetland (0.184 acre), palustrine scrub shrub

wetland (0.329 acre), pond (0.008 acre), perennial stream (0.214 acre, 234 linear feet), and ephemeral stream (0.054 acre, 496 linear feet) (HDR 2024c).

Project activities have the potential to impact aquatic resources through sedimentation, dewatering, or direct loss. Approximately 0.121 acre of temporary impacts and 0.170 acre of permanent impacts on aquatic resources are anticipated to occur. Temporary impacts would occur from dewatering and permanent impacts would occur from road work and culvert work. This is over the 1/10th acre threshold that requires mitigation and agency notification. As project design advances, impacts on aquatic resources may change, and permit applications for sections 404 and 401 of the Clean Water Act authorizations issued by the U.S. Army Corps of Engineers and the Central Valley Regional Water Quality Control Board (RWQCB) would be prepared. No net loss of aquatic resources is a standard of the regulating agencies and would likely need to be applied if permanent impacts on aquatic resources exceed 1/10th of an acre.

Standard environmental commitments and BMPs will be used during project construction to minimize the potential for temporary impacts on aquatic resources as a result of sedimentation and dewatering (Appendix B, Table 1-1, SC-1, SC-7, SC-8, SC-15–18). Project-specific environmental commitment EC-1 (Appendix B, Table 1-2) will also be used to facilitate no net loss of aquatic resources. Impacts on aquatic resources would be less than significant with the use of standard environmental commitments, BMPs, and mitigation.

d) **No Impact.** The project is not expected to disrupt habitat connectivity in the project area. Habitat corridors often consist of riparian areas along streams, rivers, or other natural features. Greenhorn Creek and the connected perennial channel are migratory corridors for fish and wildlife species. Downstream dams in the Feather River preclude the passage of anadromous fish through the project area, but localized migrations of amphibians and other fish species may still occur. In-water work such as culvert extension or replacement would be temporary in nature. Nursery sites, specifically those for FYLF and NWPT populations, would be avoided. No work would occur within Greenhorn Creek itself, only within smaller tributaries. Project-related activities would not hinder the movement of any native resident or migratory fish or wildlife species or interfere with established native resident or migratory wildlife corridors, or nursery sites. There would be no impact.

e) **No Impact.** The project is consistent with the Plumas County 2035 General Plan (Plumas County 2013) and Plumas County Municipal Code. Both include policies to protect water resources, wetland and riparian areas, fish and wildlife habitat, wildlife movement corridors, vegetation communities, open space for the preservation of natural resources, threatened and endangered species, and aquatic habitats. The project would be not conflict with local policies and ordinances and there would be no impact.

f) **No Impact.** The project area is not located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, the project would not conflict with any such plan and there would be no impact.

Documentation:

- HDR. 2024a. Biological Survey Report. Quincy Junction Road Project. Prepared for the Federal Highway Administration, Central Federal Lands Highway Division.
- HDR. 2024b. Quincy Junction Road Project Biological Assessment. Prepared for Federal Highway Administration, Central Federal Lands Highway Division.

- HDR. 2024c. Quincy Junction Road Project Delineation of Aquatic Resources. Prepared for Federal Highway Administration, Central Federal Lands Highway Division.
- Plumas County. 2013. Plumas County General Plan, Conservation and Open Space Element. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

Implement EC-1 through EC-11, and EC-13 (See Appendix B, Table 1-2).

CULTURAL RESOURCES

V. **CULTURAL RESOURCES**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				X
c) Disturb any human remains, including those interred outside of formal cemeteries?			X	

Discussion

a, b) **No Impact.** Archival research, coordination with the Native American community, and an intensive archaeological survey are summarized in the confidential Cultural Resources Inventory and Evaluation Report prepared for the CA FLAP PLU 406(1) Quincy Junction Road Project (HDR Engineering 2024d). Two cultural resources were identified by the Northeast Information Center as within the APE: an historic trail (Beckwourth Trail) and a precontact village site. However, the cultural inventory conducted for the project confirmed that both the trail and the village site are outside the APE.

The cultural resources inventory identified three historic built environment resources within the APE, including one recommended-eligible historic property, the Galeppi/New England Ranch. The other two historic built environment resources include Quincy Junction Road and 1938 Quincy Junction Road. These two resources are not eligible for listing in the National Register of Historic Places and are not considered for impacts. The cultural resources evaluation determined that the project would have no impact on the historic property (Galeppi/New England Ranch). Project activities within the APE would not cause physical destruction or damage to any part of the property and will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties (36 CFR part 68) and will follow applicable guidelines. The property would not be removed from its current location and no changes would occur to the character of the property's use or to physical features within the property's setting that contribute to its historic significance. No visual, atmospheric, or audible elements would be introduced that would diminish the integrity of the property's significant historic features. No neglect would occur to the property and the property's ownership would not be affected in any way.

The project would have no impact on historical or archaeological resources.

c) **Less-than-Significant Impact.** Archival research conducted for the project's Cultural Resources Inventory and Evaluation yielded one prehistoric site (village site) in the project's APE. However, the results of the pedestrian survey and record analysis suggest that the site is located at

least 200 feet northeast of the APE. Cultural resources investigations for the project did not identify any new sites, significant artifacts, or identify any information (e.g., archival information, geological and soils data) to suggest that buried deposits of cultural resources associated with prehistoric or historic human activity are likely to be present in the APE. While the project is not anticipated to affect cultural resources, the standard environmental commitment SC-5 (Appendix B, Table 1-1) is incorporated into the project and would minimize impacts on incidental finds in the event they are encountered during construction.

Documentation:

- HDR Engineering. 2024d. Cultural Resources Inventory and Evaluation Report. CA FLAP PLU 406(01) Quincy Junction Road Project. Prepared for Federal Highway Administration Central Federal Lands Highway Division.

Mitigation:

No project-specific mitigation is required under this subject.

ENERGY

V. ENERGY: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction or operation?				X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Discussion:

a, b) **No Impact.** It would be necessary to use gasoline and diesel-powered equipment during project construction. This would not be considered wasteful, inefficient, or unnecessary consumption of energy resources and would only occur for short periods of time during the construction period. Project operation would be consistent with existing conditions. The project would have no impacts resulting from the wasteful or unnecessary use of energy, nor would it conflict with a state or local renewable energy plan.

Documentation:

- California Public Utilities Commission. 2011. California Long-Term Energy Efficiency Strategic Plan. Available at https://www.cpuc.ca.gov/-/media/cpuc-website/files/legacyfiles/c/5303-caenergyefficiencystrategicplan-jan2011.pdf (accessed December 9, 2024).
- Plumas County. 2013. Plumas County General Plan, Goal 7.11 Energy Conservation. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

No project-specific mitigation is required under this subject.

GEOLOGY AND SOILS

VI. **GEOLOGY AND SOILS**: *Would the project:*	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake, fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publications 42. ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would becomeunstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the UniformBuilding Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or unique geological feature?				X

Discussion:

a, c, d) **No Impact.** The project would not expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving rupture of a known fault, strong seismic ground shaking, seismic-related ground failure, or landslides. A project-specific geotechnical evaluation reveals that seismic risks and risks of rockfall and for larger scale rock slope instability are low (Shannon & Wilson 2024). The project is not located within an Alquist Priolo earthquake fault zone (California State Geoportal 2022). Topography in the project area is nearly level to gently sloping. There is a low potential for ground failures such as landslide, lateral spread, or collapse. Ground-shaking activities such as earthquakes would have a negligible effect on the new paved surfaces and associated project features. According to the Plumas County General Plan, volcanic soils in the eastern portion of the Plumas National Forest are prone to landslides (Plumas County 2013). Areas concentrated along the North and Middle Forks of the Feather River are also susceptible to landslides. However, these areas are outside of the project area and would not pose a hazard.

Other types of ground failure such as expansive soils and subsidence (the gradual settling or sinking of an area with little or no horizontal motion) are not considered to pose a significant hazard within the project area.

Soil liquefaction occurs when ground shaking from an earthquake causes a sediment layer saturated with groundwater to lose strength and take on the characteristics of a fluid, thus becoming similar to quicksand. Factors determining the liquefaction potential are soil type, the level and duration of seismic ground motions, the type and consistency of soils, and the depth to groundwater. Loose sands and peat deposits, along with recent Holocene age deposits, are more susceptible to liquefaction, while older deposits of clayey silts, silty clays, and clays deposited in freshwater environments are generally stable under the influence of seismic ground shaking. The project site consists of well-drained, sandy loam and gravely-loam soils which have a low potential for liquefaction or ground failure to occur (Natural Resources Conservation Service 2024). The project would not be expected to substantially result in adverse effects from liquefaction.

No impact is anticipated on the project due to ground shaking, liquefaction, landslides, unstable soils, or expansive soils.

b) **Less-than-Significant Impact.** The project alignment is along the existing Quincy Junction Road, with proposed staging areas located in portions of the existing roadway, roadside, and adjacent embankment areas. The potential for project implementation to result in substantial soil erosion or the loss of topsoil would be less than significant.

e) **No Impact.** The project would not use septic tanks or an alternative wastewater disposal system on the site. Therefore, the project would have no impact caused by soils incapable of adequately supporting septic systems.

f) **No Impact.** No unique geologic features, fossil-bearing strata, or paleontological sites are known to exist on the project site (Paleobiology Database 2024). Therefore, there would be no impact.

Documentation:

- California State Geoportal. 2022. CGS Seismic Hazards Program: Alquist-Priolo Fault Hazard Zones. Available at https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=39.855371%2C-120.821839%2C9.07 (accessed December 9, 2024)
- Natural Resources Conservation Service. 2024. Custom Soil Resource Report for Plumas National Forest Area, California. Available at: https://websoilsurvey.nrcs.usda.gov/app/. Accessed December 11, 2024.
- Paleobiology Database. 2024. The Paleobiology Database. Available at https://paleobiodb.org/navigator/ (accessed December 11, 2024).
- Plumas County. 2013. Plumas County General Plan, Public Health and Safety Element. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.
- Shannon & Wilson. 2024. Geotechnical Report, CA FLAP PLU 406(1) Quincy Junction Road, Plumas County, California. July 2024.

Mitigation:

No project-specific mitigation is required under this subject.

GREENHOUSE GAS EMISSIONS

VII. **GREENHOUSE GAS EMISSIONS**: *Would the project:*	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Discussion:

a) **Less-than-Significant Impact.** The United States Environmental Protection Agency (EPA) identifies the following four primary constituents that are most representative of greenhouse gas (GHG) emissions:

- *Carbon Dioxide (CO_2):* Emitted primarily through the burning of fossil fuels. Other sources include the burning of solid waste and wood and/or wood products and cement manufacturing.
- *Methane (CH_4):* Emissions occur during the production and transport of fuels, such as coal and natural gas. Additional emissions are generated by livestock and agricultural land uses, as well as the decomposition of solid waste.
- *Nitrous Oxide (N_2O):* The principal emitters include agricultural and industrial land uses and fossil fuel and waste combustion.
- *Fluorinated Gases:* These can be emitted during some industrial activities. Also, many of these gases are substitutes for ozone-depleting substances, such as chlorofluorocarbons (CFCs), which have been used historically as refrigerants. Collectively, these gases are often referred to as "high global-warming potential" gases.

The primary generators of GHG emissions in the United States are electricity generation and transportation. The EPA estimates that nearly 85 percent of the nation's GHG emissions consist of CO_2. Most CO_2 emissions are generated by petroleum consumption associated with transportation and coal consumption, which is in turn associated with electricity generation. The remaining emissions are predominately the result of natural-gas consumption associated with a variety of uses. The California Air Resources Board (CARB) has recommended the use of 10,000 metric tons of CO_2 equivalent per year ($mtCO_2$-e/yr) as the de minimus gas emission threshold in its 2022 Scoping Plan for Achieving Carbon Neutrality (CARB 2022). According to California Air Pollution Control Officers Association's (CAPCOA), the 10,000 $mtCO_2$-e/yr is equivalent to 550 dwelling units, 400,000 square feet of office use, 120,000 square feet of retail, or 70,000 square feet of supermarket use.

The project would generate short-term GHG emissions associated with construction activities that may contribute to global climate change. During construction, GHG emissions would primarily be in the form of CO_2 from equipment and construction vehicle exhaust, with nominal increases in CH_4 and N_2O emissions. The project would result in a nominal net increase in CO_2 emissions from engine exhaust emitted by heavy-duty construction equipment, transport trucks hauling materials (e.g., fill material and asphalt), and worker commute trips during the single construction season for the project. Although any increase in GHG emissions would add to the quantity of

emissions that contribute to global climate change, emissions associated with construction of the project would occur over a finite period and would cease upon completion of construction. Since the project's purpose is to improve an existing road, which would not increase vehicle trips, project operation would not substantially contribute to GHG emissions.

Given the scope and nature of the project compared to that of similar projects, emissions from the project would be significantly below the thresholds put forth by CARB, as well as NSAQMD air-quality thresholds. Therefore, the project would not contribute significantly to GHG emissions in the air basin. Additionally, the Federal Highway Administration standard environmental commitments and BMPs, (see Air Quality, above), would be used during construction to further limit any potential contribution to negative impacts from GHG emissions. The project would have no direct or indirect impact on measurable GHGs in the Quincy area. The project's GHG emissions would have a negligible cumulative contribution towards statewide GHG emissions and are not determined to be a considerable contribution to the cumulative global impact. Impacts relating to GHG emissions would be less than significant.

b) **No Impact.** The project would not conflict with any applicable plans, policies, or regulations adopted to reduce GHG emissions. Federal Highway Administration standard environmental commitments and BMPs (see Air Quality, above) would be used during construction to further limit any potential contribution to negative impacts from GHG emissions. The project would have no impact on any applicable plans, policies, or regulations related to GHG emissions.

Documentation:

- California Air Resources Board (CARB). 2022. 2022 Scoping Plan for Achieving Carbon Neutrality. Available at https://ww2.arb.ca.gov/sites/default/files/2023-04/2022-sp.pdf (accessed December 11, 2024).
- Plumas County. 2013. Plumas County General Plan, Circulation Element. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

No project-specific mitigation is required under this subject.

HAZARDS AND HAZARDOUS MATERIALS

VIII. **HAZARDS AND HAZARDOUS MATERIALS**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			**X**	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			**X**	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				**X**
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would				**X**

VIII. **HAZARDS AND HAZARDOUS MATERIALS**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
it create a significant hazard to the public or the environment?				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				**X**
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				**X**
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?			**X**	

Discussion:

a, b) **Less-than-Significant Impact.** The nature and scope of the project (widening an existing road) would not present a significant risk related to hazardous materials or emissions.

Small amounts of hazardous materials would be used during construction activities for equipment maintenance (e.g., fuel and solvents) and roadway widening. Use of hazardous materials would be limited to the construction phase. Construction activities pose a slight risk for solvent or fuel spills or leaks. The project would implement standard environmental commitments and BMPs to avoid or minimize the potential for accidental release of hazardous materials from spills or fuel leaks during project construction. Standard environmental commitments include SC-1, SC-8, SC-9, SC-10, and SC-21 (Appendix B, Table 1-1).

The potential for project construction and operation to create a hazard to the public or the environment through the accidental spill or pollutants would be less than significant.

c) **No Impact.** No schools or proposed schools are within 0.25 mile of the project. There would be no impact on schools.

d) **No Impact.** The project site is not included on or within 100 feet of a listed hazardous materials site compiled pursuant to Government Code Section 65962.5 (California Department of Toxic Substances Control 2024).

e) **No Impact.** The project is located approximately 1.2 miles northeast of the Quincy-Gansner-Spanish Creek Airfield. The project would not present a safety hazard for people residing or working in the project area because construction and operation are consistent with existing conditions in the project vicinity. There would be no impact on airports or public safety in the project area.

f) **No Impact.** The project would not impair implementation of or interfere with an adopted emergency response plan or emergency evacuation plan. The Plumas County General Plan states "There are no set evacuation routes; rather, they are established for particular events based on circumstances at the time" (Plumas County 2013). However, Quincy Bypass Road is a major road that may be used in emergencies. A traffic detour will be provided for the road closure using Bell

Lane, CA-70 highway, and Chandler Road, and advance notification will be provided. There would be no impact on evacuation routes or emergency response plans.

g) **Less-than-Significant Impact.** The project area is bordered by habitats that may incur wildfire, including grasslands and forest habitats. Operation of the project after construction would not increase the existing wildfire potential. The use of construction equipment in and around vegetated areas, particularly during the dry summer construction season, increases the potential for wildfire ignition. The contractor would be responsible for implementing standard construction practices and BMPs in accordance with FHWA's Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) which includes compliance with regulations of the state fire marshal, conservation commission, Federal land management agency, or other authority having jurisdiction governing the protection of land including or adjacent to the project. Therefore, the potential for wildfire ignition would be less than significant.

Documentation:

- California Department of Toxic Substances Control. Envirostor. 2024. Available at https://www.envirostor.dtsc.ca.gov/public/. Accessed December 11, 2024.
- Plumas County. 2013. Plumas County General Plan, Public Health and Safety Element. Available at https://www.plumascounty.us/479/Plumas-County-General-Plan.

Mitigation:

No project-specific mitigation is required under this subject.

HYDROLOGY AND WATER QUALITY

IX. **HYDROLOGY AND WATER QUALITY**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or offsite; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) impede or redirect flood flows?			X	

IX. **HYDROLOGY AND WATER QUALITY**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Discussion:

a) **Less-than-Significant Impact.** The project would be aligned with an existing road corridor. Construction and operation of the project would not violate any water quality standards or waste discharge requirements established by the RWQCB in its Basin Plan for the Sacramento River and San Joaquin River Basins. FHWA-CFLHD construction standards require that all projects prepare a plan to address water pollution control. It is FHWA-CFLHD's standard practice to incorporate required construction standards into the project design. The construction standards and specifications for the project require that a SWPPP be prepared by the contractor prior to construction, as described in standard environmental commitment SC-1 (Appendix B, Table 1-1). Additional standard environmental commitments used to avoid or minimize impacts on water include SC-7, SC-8, SC-15, SC-16, SC-17, and SC-18 (Appendix B, Table 1-1). The project would have a less-than-significant impact on water quality.

b) **No Impact.** The project would not impact groundwater supplies. The road widening would not interfere with groundwater recharge.

c) **Less-than-Significant Impact.** Construction activities could temporarily alter the existing drainage patterns in the project area; however, these activities would not result in substantial erosion, surface runoff, flooding on or off site, or otherwise substantially degrade water quality. Construction is scheduled to occur during the dry season; however, during culvert replacement, any culverts that contain water at the time of construction would be dewatered prior to replacement. Minor increases in impervious surfaces resulting from the widened shoulder and improvements to the existing drainage system would not create run-off that would exceed the capacity of existing or planned stormwater drainage systems. A SWPPP would be prepared as a part of the general construction permit. The level of impacts on drainage patterns in the project area would be less than significant.

d) **No Impact.** A portion of the project is in a Special Flood Hazard Area (SFHA), which is defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. The areas in the SFHA are in Zones AH and AE. Another small portion of the project is in Zone X, which is a moderate flood hazard area (i.e., the areas between the limits of the base flood and the 0.2-perecent annual chance of flood) (FEMA 2005). The project would be constructed during the dry season and erosion control measures would be in place to prevent pollutants from entering a flooded area. The existing road is on an elevated prism outside the potential flood area; the widened road would also be on an elevated prism. The level of impacts from pollutants entering a waterway or wetland due to flooding would be less than significant. Additionally, the project is not located in a tsunami or seiches zone (California Department of Conservation 2024). There would be no impact.

e) **No Impact**. Construction and operation of the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. There would be no impact.

Documentation:

- California Department of Conservation. 2024. California Tsunami Maps. Available at: https://www.conservation.ca.gov/cgs/tsunami/maps. Accessed December 19, 2024.
- Central Valley Regional Water Quality Control Board. 2019. The Water Quality Control Plan (Basin Plan) for the California Regional Water Quality Control Board Central Valley Region. Fifth edition.
- Federal Emergency Management Agency (FEMA). 2005. National Flood Hazard Map. Available at https://msc.fema.gov/portal/home (accessed December 19, 2024).
- HDR. 2024. Aquatic Resources Delineation Report. Quincy Junction Road Project. CA FLAP PLU 406 (1).

Mitigation:

No project-specific mitigation is required under this subject.

LAND USE AND PLANNING

X. **LAND USE AND PLANNING**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Discussion:

a) **No Impact.** The project would have no potential to divide an established community. There would be no impact.

b) **No Impact**. The project would be consistent with the County's general plan. The project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environment effect. There would be no impact.

Documentation:

- Plumas County. 2013. General Plan 2035, Land Use Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=
- Plumas County. 2013. General Plan 2035, Conservation and Open Space Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

MINERAL RESOURCES

XI. **MINERAL RESOURCES**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion:

a) **No Impact.** The project is not within a known mineral resources area and would not result in the loss of mineral resource value to the region or to the residents of the state (Hudson Institute of Mineralogy 2024). There would be no impact.

b) **No Impact.** The Plumas County General Plan includes a measure to create a mineral resource map, but the resource is not yet available. Since the project is not in a known mineral source area, it is anticipated that the project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. There would be no impact on locally important mineral resources.

Documentation:

- Hudson Institute of Mineralogy. 2024. Mindat. Available at: https://www.mindat.org/. Accessed December 19, 2024.
- Plumas County. 2013. General Plan 2035, Conservation and Open Space Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

NOISE

XII. **NOISE**: Would the project result in:	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive ground borne vibration or ground borne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the			X	

XII. **NOISE**: Would the project result in:	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
project expose people residing or working in the project area to excessive noise levels?				

Discussion:

a) **Less-than-Significant Impact.** Based on the FHWA Roadway Construction Noise Model, the project may generate intermittent, high levels of temporary construction noise depending on the specific construction activity (Federal Highway Administration 2017). The County's General Plan Noise Element limits the maximum allowable noise exposure from stationary (i.e., temporary) sources to 75 decibels (dB) from 7am to 7pm, maximum 65 from 7 pm to 10 pm, and maximum 60 dB from 10 pm to 7 am (Plumas County 2013).

Construction noise generated by the project would be intermittent and noise levels would vary depending on the type of construction activity. The most noticeable construction noise would be related to the temporary use of grading and excavation equipment and other heavy equipment. Construction equipment used on highway projects may emit noise louder than the 75 dB specified by the County's General Plan, including but not limited to backhoes (78 dB), excavator (81 dB), and jackhammers (89 dB) (noise levels measured 50 feet from the source) (Federal Highway Administration 2017). Night work would not occur, so project construction noise would be limited to the daytime hours.

Most of the project is adjacent to open fields and forested lands. A total of 12 residences near the Bell Road, Chandler Lane, and Clear Creek Road would be the most exposed to construction noise, including three residences with 50 feet of construction and an additional nine residences within 100 feet of construction (Appendix A-Figure 2). Since construction noise levels were measured at 50 feet from the source, residences located greater than 50 feet from construction would still hear noise, but the levels may be lower than the maximum specified by the County's General Plan.

The project's operational noise levels would be consistent with the existing ambient roadway noise levels throughout the project area and vicinity. While construction noise may exceed the County's General Plan limits when certain equipment is in use, construction would be limited to day-time hours and construction noise would be intermittent throughout the day or week. Construction noise would be temporary and limited to one construction season. Impacts due to temporary increase in ambient noise levels would be less than significant.

b) **Less-than-Significant Impact.** During excavation and construction activities for the project, temporary and localized groundborne vibration would be produced by the heavy-duty construction equipment such as jackhammers, backhoes, and loaded trucks.

Although there are numerous, potentially sensitive receptors (i.e., residences) near the project alignment—in some areas, only 60 feet from the existing road—the vibratory effects of project construction would be consistent with the existing ambient conditions associated with daily traffic. Construction activities would be temporary and would occur during normal daytime working hours. Vibration generated from the vibratory roller may be perceptible to the occupants closest to the construction work during daytime hours; however, vibration induced by typical construction equipment does not usually result in adverse effects on people or structures (Caltrans 2020). Impacts of construction vibration would be less than significant.

c) **Less-than-Significant Impact.** The project is located approximately 1.2 miles northeast of the Quincy Gansner Field Airport. A portion of this project is within the Airport Influence Area Zone 6. This project is not subject to the land use protection measures associated with this zone as it is a road improvement project and not a land use activity restricted by Zone 6. Construction would generate localized noise during normal daytime working hours. The project would be limited to one construction season. After construction, the project would not increase the amount of road use and would not increase noise levels experienced by nearby residences. The project would not expose people residing or working in the project area to excessive noise levels and impacts would be less-than-significant.

Documentation:

- Caltrans 2020. Transportation and Construction Vibration Guidance Manual. April 2020. Report number: CT-HWANP-RT-20-365.01.01
- Federal Highway Administration. 2017. Construction noise handbook. U.S. Department of Transportation. Office of Planning, Environment, & Realty (HEP). Updated August 24, 2017. Available at https://www.fhwa.dot.gov/ENVIRonment/noise/construction_noise/handbook/handbook09.cfm (accessed December 19, 2024).
- Plumas County. 2013. General Plan 2035, Noise Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

POPULATION AND HOUSING

XIII. **POPULATION AND HOUSING**: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (forexample, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Discussion:

a, b) **No Impact.** The project's purpose is to widen and improve an existing road for safer travel. The project would add shoulders but would not increase the number of lanes. It would not induce population growth, expand housing or business capacity, or displace any existing housing. The project would have no impact on population and housing.

Documentation:

- Plumas County. 2013. General Plan 2035, Housing Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

PUBLIC SERVICES

XIV. PUBLIC SERVICES: *a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
Fire Protection?		**X**		
Police Protection?		**X**		
Schools?				**X**
Parks?				**X**
Other public facilities?				**X**

Discussion:

a) **Less-than-Significant Impact with Mitigation Incorporated.** The project would have no physical impacts on government facilities or negatively affect fire or police protection, schools, parks, or public facilities. Construction-related activities would be short-term and temporary in nature with possible localized, partial closures or use of traffic controls on adjacent roads. Stop signs during non-construction times and flagging during construction are anticipated and through traffic would be allowed to pass through the project area. In the event of partial road closures, emergency traffic would be routed to the unaffected lanes or to nearby routes capable of maintaining expected traffic volumes with notification provided to emergency service agencies. With the implementation of mitigation measure EC-12, project operation would have a less-than-significant impact on emergency traffic. The nearest school and park are about 2 miles away from the project and would not be affected. No other public facilities are near the project. Project operation would have a less-than-significant impact on public services since there would be no significant impediments to public services.

Documentation:

- Plumas County. 2013. General Plan 2035, Public Health and Safety Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

Implement EC-12 (Appendix B, Table 1-2).

RECREATION

XV. RECREATION:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				**X**
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				**X**

Discussion:

a, b) No Impact. The project's purpose is to improve an existing road for safer travel especially pedestrians, cyclists and equestrians utilizing the Mt. Hough and South Park trail systems. There are no parks or recreational facilities in the project vicinity, and it would not increase the usage of these facilities. There would be no impact.

Documentation:

None

Mitigation:

No project-specific mitigation is required under this subject.

TRANSPORTATION

XVI. TRANSPORTATION: *Would the project:*	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?				X
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?		X		

Discussion:

a) **No Impact.** The project would not increase the number of vehicle trips, volume-to-capacity ratio, or congestion at intersections in the project area or vicinity. The project would add shoulders, which would allow for safer bicycle and pedestrian uses. There would be no impact on programs, plans, ordinances, or policies governing the County's circulation system.

b) **Less-than-Significant Impact.** The project would not degrade the existing level of service on current roadways within the vicinity of the project. However, temporary closures or detours on

affected roadways during project construction may temporarily alter motor vehicle traffic circulation by delaying or diverting traffic to other routes. "Vehicle miles traveled" is the primary consideration used to determine the significance of transportation impacts under CEQA Guidelines Section 15064.3, subdivision (b). Because potential project effects would be temporary and localized, a qualitative assessment of traffic impacts is an appropriate level of assessment.

Construction would be completed using standard traffic controls and phasing by the contractor. The contractor's traffic control might include reversing traffic control with flaggers and pilot cars. Traffic delays and short-term road closures are anticipated, with traffic delays being limited to 30 minutes or less. A short-term road closure of approximately three weeks is anticipated for replacement of the Clear Creek box culvert. A traffic detour would be provided for the road closure using Bell Lane, CA-70 highway, and Chandler Road, and advance notification would be displayed. Project operation would be consistent with existing conditions. The proximity of alternative routes to the closed segment during construction would not substantially increase the total vehicle miles traveled for motorists. Traffic impacts as determined under CEQA would be less than significant.

c) **No Impact.** The project would not result in the creation of sharp curves, dangerous intersections, or incompatible uses. No impact would occur.

d) **Less-than-Significant with Mitigation Incorporated.** Project construction would not significantly interfere with emergency access. Construction-related activities would be short-term and temporary in nature with localized, partial closures or use of traffic controls on adjacent roads. Stop signs during non-construction times and flagging during construction are anticipated, and emergency vehicles would be allowed to pass through the project area in an expedited manner. In the event of partial road closures, emergency traffic would be routed to the unaffected lanes or to nearby routes capable of maintaining expected traffic volumes. Environmental commitment EC-12 would be implemented to coordinate with Plumas County on roadway closures and public notification (Appendix B, Table 1-2). Project construction impacts on emergency access would be less than significant with mitigation incorporated.

Documentation:

- Plumas County. 2013. General Plan 2035, Land Use Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=
- Plumas County. 2020. Regional Transportation Plan. Plumas County Transportation Commission.

Mitigation:

Implement EC-12 (Appendix B, Table 1-2).

TRIBAL CULTURAL RESOURCES

XVII. TRIBAL CULTURAL RESOURCES: *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of				**X**

XVII. TRIBAL CULTURAL RESOURCES: *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
historical resources as defined in Public Resources Code Section 5020.1(k), or				
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				**X**

Discussion:

a) **No Impact.** Archival research conducted for the project's Cultural Resources Inventory and Evaluation yielded one prehistoric site (village site) in the project's APE. However, the results of the pedestrian survey and record analysis suggest that the site is located at least 200 feet northeast of the APE. Cultural resources investigations for the project did not identify any new sites, significant artifacts, or identify any information (e.g., archival information, geological and soils data) to suggest that buried deposits of cultural resources associated with tribal resources are likely to be in the APE.

b) **No Impact.** FHWA-CFLHD sent outreach letters and a map via certified mail to the Native American tribes who may have knowledge of cultural resources in the APE in August 2023 (HDR 2024d). The following tribes were contacted based on a list of tribes provided by the NAHC:

- Chairperson Kyle Self of the Greenville Rancheria of Maidu Indians
- Chairperson Benjamin Clark of the Mooretown Rancheria of Maidu Indians
- Chairperson Deana Bovee of the Susanville Indian Rancheria
- Chairperson Don Ryberg of the Tsi Akim Maidu
- Cultural Director Grayson Coney of the Tsi Akim Maidu
- Cultural Resources Department, Darrel Cruz, of the Washoe Tribe of Nevada and California
- Chairperson Serrell Smokey of the Washoe Tribe of Nevada and California

On September 26, 2023, Chris LaMarr, Tribal Historic Preservation Officer, with the Susanville Indian Rancheria emailed FHWA-CFLHD acknowledging receipt of the FHWA-CFLHD letter and accepting the invitation for consultation. On October 5, 2023, Matthew Hatcher, Tribal Historic Preservation Officer, with the Mooretown Rancheria of Maidu Indians sent a letter to FHWA-CFLHD acknowledging receipt of the FHWA-CFLHD letter initiating consultation and stating that the Mooretown Rancheria is not aware of cultural resources within the APE.

Additionally, the NAHC conducted a review of its Sacred Lands database for culturally significant properties within a 0.25-mile buffer of the APE. The NAHC responded by letter on July 17, 2023, stating that the Sacred Lands File record search results were negative. Project construction and operation would have no impact on tribal cultural resources.

Documentation:

- HDR Engineering. 2024d. Cultural Resources Inventory and Evaluation Report. CA FLAP PLU 406(01) Quincy Junction Road Project. Prepared for Federal Highway Administration Central Federal Lands Highway Division.

Mitigation:

No project-specific mitigation is required under this subject.

UTILITIES AND SERVICE SYSTEMS

XVIII. UTILITIES AND SERVICE SYSTEMS: *Would the project:*	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less-than-Significant Impact**	**No Impact**
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			**X**	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				**X**
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				**X**
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			**X**	
e) Comply with federal, state, and local management and reduction statues and regulations related to solid waste?			**X**	

Discussion:

a) **Less-than-Significant-Impact**. The project includes minor drainage improvements, including extending a box culvert and replacing culverts, as well as minor utility relocations. The utilities and drainage modifications and relocations would be made to existing facilities and would be along the existing road. With standard environmental commitments (SC 1 through SC 23 located in Appendix B, Table 1-1), environmental effects would be less than significant.

b) **No Impact.** No new or expanded water entitlements would be required for the project. There would be no impact.

c) **No Impact.** The project would not generate wastewater or increase capacity at a wastewater treatment facility. There would be no impact.

d) **Less-than-Significant Impact.** Construction activities associated with the project could generate solid waste in the form of demolished materials and other trash. Non-hazardous solid waste generated at the project site would be disposed of at a suitable facility such as the Feather River Transfer Station, approximately two miles northwest of the project area. The project is not likely

to generate solid waste in amounts that would adversely affect the existing capacity of the local landfill. Project impacts on solid waste facilities would be less than significant.

e) **Less-than-Significant Impact.** Any solid waste generated by the project would be disposed of at an approved landfill in compliance with local, state, and federal regulations pertaining to solid waste disposal. Impacts would be less than significant.

Documentation:

- Plumas County. 2013. General Plan 2035, Land Use Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=

Mitigation:

No project-specific mitigation is required under this subject.

WILDFIRE

XVIV. WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?		X		
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

Discussion:

a) **Less-than-Significant Impact with Mitigation Incorporated.** The project is in a very high fire hazard severity zone, however, the project would not impair or alter any existing emergency response plan or evacuation plan (CalFire 2024). Traffic delays and short-term road closures are anticipated, with traffic delays being limited to 30 minutes or less. A short-term road closure of approximately three weeks is anticipated for replacement of the Clear Creek box culvert. A traffic detour would be provided for the road closure using Bell Lane, CA-70 highway, and Chandler Road, and advance notification will be provided. Project operation would be consistent with existing conditions. With implementation of mitigation measure EC-12, there would be less-than-significant-impact during road detours.

b) **Less-than-Significant Impact.** The project is in a very high fire hazard severity zone; however, the project's nearly level flat topography coupled with grazed pastures and isolated stands of trees reduces the potential for uncontrolled spread of wildfire due to accidental ignition associated with project activities. After construction, the road would be consistent with existing conditions. The

contractor would be responsible for implementing standard construction practices and BMPs in accordance with FHWA's Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) which includes compliance with regulations of the state fire marshal, conservation commission, Federal land management agency, or other authority having jurisdiction governing the protection of land including or adjacent to the project. The project's wildlife risk potential would be less than significant.

c) **No Impact.** The project would not require installation or maintenance of infrastructure that may exacerbate fire risk. There would be no impact.

d) **No Impact.** The project profile would provide sufficient gradient for drainage of roadway surfaces, and as such, the project would not expose people or structures to significant risks as a result in drainage changes, runoff, or slope instability. There would be no impact.

Documentation:

- CalFire. 2024. Fire Hazard Severity Zones in State Responsibility Area. Available at https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones (accessed December 23, 2024).
- Plumas County. 2013. General Plan 2035, Public Health and Safety Element. Available at: https://www.plumascounty.us/DocumentCenter/View/46765/Plumas-County-2035-General-Plan_Adopted-121713_GPA_Mar2021_Oct2021_Jun2023?bidId=
- Find Law. 2024. California Code, Public Resources Code 4442. Available at https://codes.findlaw.com/ca/public-resources-code/prc-sect-4442/ (accessed December 23, 2024).

Mitigation:

Implement EC-12 (Appendix B, Table 1-2).

MANDATORY FINDINGS OF SIGNIFICANCE

XX. MANDATORY FINDINGS OF SIGNIFICANCE:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below the self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have potential environmental effects which may causesubstantial adverse effects on human beings, either directly or indirectly?				X

Discussion:

a) **Less than Significant with Mitigation Incorporated.** The project would have minimal potential to degrade the quality of the environment, affect wildlife populations or their habitats, or reduce the number or restrict the range of rare or endangered animal species. Although special-status wildlife species could be affected by implementation of the project, standard environmental commitments and BMPs, and project-specific environmental commitments (Appendix B) would be used to avoid adverse impacts on these species. Implementation of the project would not eliminate examples of history or prehistory. The project's impacts would be less than significant with mitigation incorporated.

b) **Less-than-Significant Impact.** As described in Section III, the project could temporarily contribute to regionwide cumulative air quality impacts during construction. However, these impacts would be considered less than significant and application of standard environmental commitments and BMPs would avoid the potential for air quality impacts during project construction. The project's potential cumulative impacts would be less than significant.

c) **No Impact.** As discussed in this document, the project does not include any activities that cannot be mitigated to a less-than-significant level or that could otherwise cause substantial adverse impacts on human beings, either directly or indirectly.

Documentation:

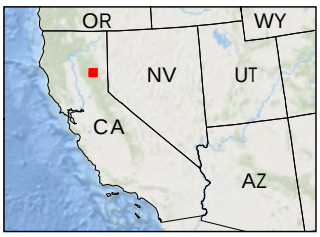
- Documentation is listed at the end of each resource assessment.

Mitigation:

Implement EC-1 through EC-13 in Appendix B, Table 1-2.

APPENDIX A

Figures



Project Area (8.13 acres)

Map Reference Point

0 2,000 Feet

1 inch = 2,000 feet (At page size of 8.5"x11")

N

Stantec

Project Location
Plumas County, California

185706849
Prepared by TM on 2025-01-03
Reviewed by ST on 2025-01-03

Client/Project
FHWA-CFLHD and Plumas County
Department of Public Works
CA FLAP PLU 406(1) Quincy Junction Road Project

Figure No.
1

Title
Project Location

Notes
1. Coordinate System: NAD 1983 StatePlane California I FIPS 0401 Feet
2. Base Map: Esri USA Topo Maps Web Mapping Service
3. Source: Stantec
4. Public Land Survey: T24N R09E Section 12; T24N R10E Section 7
5. USGS 7.5 Quad: Quincy

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C:\Temp\185706849_Quincy_Junction\mxds\185706849_figure 1_project location.mxd Revised: 2025-01-03 By: tmooney

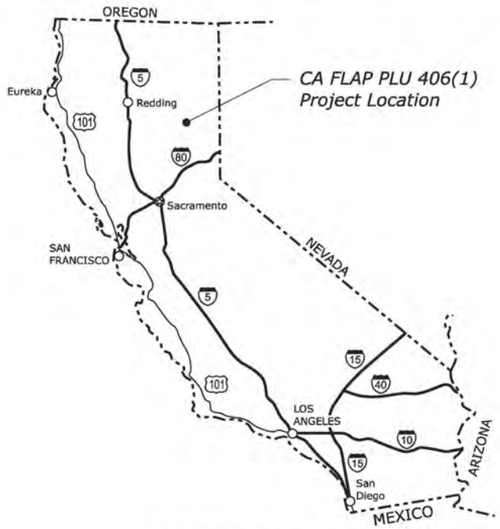
PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A1

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

PLANS FOR PROPOSED

CA FLAP PLU 406(1)
QUINCY JUNCTION ROAD

PLUMAS NATIONAL FOREST
PLUMAS COUNTY
LENGTH 0.97 miles



CALIFORNIA KEY MAP

TYPE OF CONSTRUCTION:
Shoulder widening and pavement rehabilitation, drainage, signing and pavement markings, and other miscellaneous work.

DESIGN DESIGNATIONS:

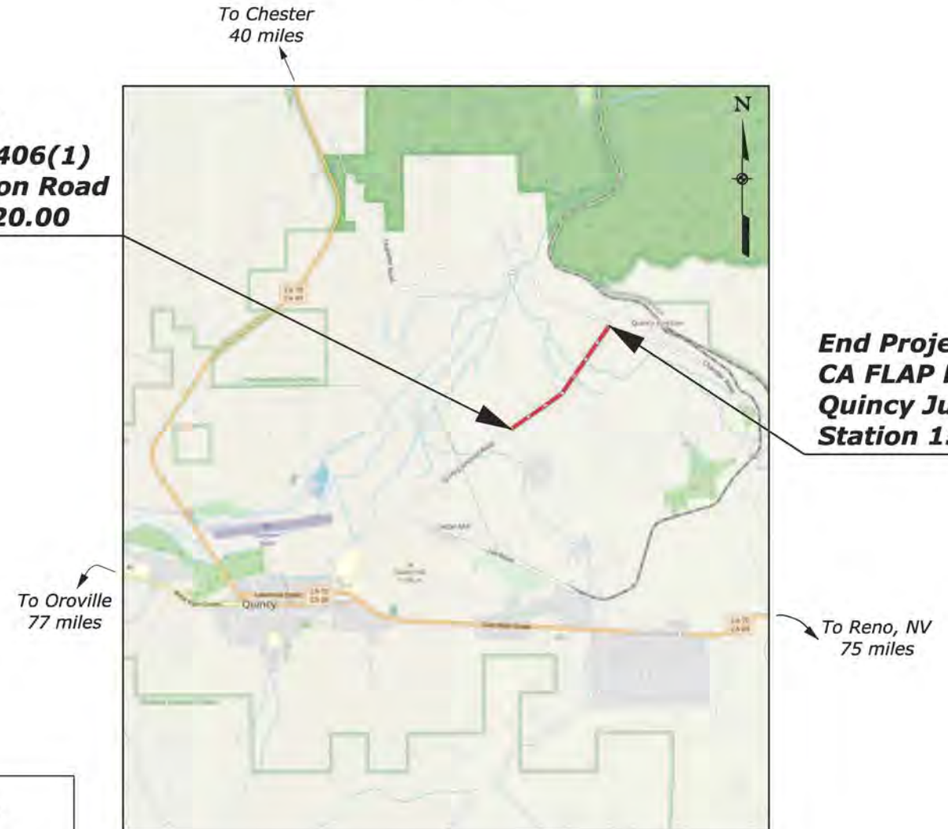
ADT (2025)	1220
ADT (2045)	1650
DHV	100
T	11%
V	40 mph
e(max)	6%

U.S. CUSTOMARY DIMENSIONS:
Slopes are expressed as RISE:RUN

SPECIFICATIONS:
"STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-14"

FEDERAL LANDS HIGHWAY
COMMITMENT TO EXCELLENCE

PLUMAS COUNTY CALIFORNIA 1854



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INDEX TO SHEETS

SHEET	DESCRIPTION
A1	TITLE SHEET
A2-A3	CONVENTIONAL PLAN SYMBOLS & ABBREVIATIONS
A4	SURVEY CONTROL
A5	SITE MAP
A6-A10	TYPICAL SECTIONS
B1-B2	SUMMARY OF QUANTITIES
B3	GRADING SUMMARY
B4	SURFACING AND ASPHALT PAVEMENT REPAIR SUMMARIES
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B6-B8	MISCELLANEOUS SUMMARIES
B9	EARTHWORK REPRESENTATION DRAWING
C1-C7	PLAN AND PROFILE QUINCY JUNCTION ROAD
D1	CULVERT B01 PLAN AND PROFILE
F1	C204 SUBEXCAVATION DETAILS
F2-F3	204 EMBANKMENT AND TREE PROTECTION DETAILS
G1	C251 PLACED RIPRAP AT CULVERT OUTLETS
K1	401 PAVEMENT TRANSITIONS DETAIL
T1-T2	601 CONCRETE HEADWALL/WINGWALL FOR DUAL NORMAL 84" PIPE CULVERT DETAIL
T3-T7	602 PIPE CULVERT DETAILS
T8	609 CURB AND GUTTER DETAILS
T9	C619 WIRE FENCES WITH STEEL POST (TYPE 3) DETAIL
T10	C633 DELINEATORS
T11-T14	633 SIGN DETAILS
T15	634 PAVEMENT MARKING LINES, SYMBOLS, AND WORDS
T16	635 DETOUR MAP
T17-T20	635 TEMPORARY TRAFFIC CONTROL DETAILS
T21	635 BIPARTISAN INFRASTRUCTURE LAW SIGN
T22	635 TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE DETAIL
X1-X72	MAINLINE CROSS SECTIONS
Z1-Z7	CULVERT CROSS SECTIONS

PLANS PREPARED BY

HDR Engineering, Inc.
1670 Broadway
Suite 3400
Denver, CO 80202-4824

FOR

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
DENVER, CO

APPROVED:

_____ DATE: _____
CHIEF OF ENGINEERING
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

_____ DATE: _____
DIRECTOR OF PUBLIC WORKS
PLUMAS COUNTY

PROJECT MANAGER
RYAN MATHIS

30 April 2024 4:26 PM c:\pwworking\central01\d0936353\TTL(QB)CA_PLU_406(1).dgn [FLAP]

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A2

ABBREVIATIONS

	℄	centerline
	Δ	curve delta
	Ø	diameter
A	abut.	abutment
	ADT	average daily traffic
	aggr.	aggregate
	AH	ahead
	alt.	alternate
	appr.	approach
	asph.	asphalt
B	b.f.	both faces
	beg.	beginning, begin
	BK	back
	BM	bench mark
	BP	balance point
	br.	bridge
	brg.	bearing
C	CBC	concrete box culvert
	c-c	center to center
	clr.	clear
	CMP	corrugated metal pipe
	Co.	county
	col.	column
	conc.	concrete
	constr.	construction
	constr. jt.	construction joint
	cont.	continuous
	corr.	corrugated
	cr.	creek
	CS	point of curve to spiral
	ctrs.	centers
	CTSM	contingent sum
	culv.	culvert
D	decr.	decrement
	DHV	design hour volume
	DI	drop inlet
	dia. or D	diameter
	diag.	diagonal
	diaph.	diaphragm
	dist.	distance
	Dist.	district
	DLC	donation land claim
	dwg(s).	drawing(s)
E	E	east
	e	superelevation rate
	El. 94.066	elevation with number
	elev.	elevation
	emb.	embankment
	engr(s).	Engineer(s)
	EOP	edge of pavement
	EQ or eq.	equation
	ER	edge of road
	et al	and others
	et ux	and wife
	EW	edge of water
	exc.	excavation
	exp. jt.	expansion joint
	ext.	exterior
F	f.f.	fill face
	Fed.	federal
	FES	flared end section
	fin.	finish
	ftg.	footing

G	ga.	gage (gauge)
	galv.	galvanized
	gdr.	girder
H	hdwl.	headwall
	HES	homestead entry survey
	hex.	hexagon
	horiz.	horizontal
	HW	high water
	hwy.	highway
I	ID	inside diameter
	incl.	inclusive, including
	int.	interior
J	jt.	joint
L	L	length of curve
	lam.	lamination
	lat.	latitude
	long.	longitude
	LPSM	lump sum
	Lt. or LT	left
	LW	low water
M	mag.	magnetic
	maint.	maintenance
	matl.	material
	max.	maximum
	min.	minimum
	mon.	monument
	mtn(s).	mountain(s)
N	N	north
	NC	normal crown
	neg.	negative
	no. or #	number
O	o.c.	on centers
	o.f.	other face
	OD	outside diameter
P	PC	point of curve
	PCC	point of compound curve
	perf.	perforate
	PI	point of intersection
	pl.	plate
	POC	point on curve
	POS	point on spiral
	POT	point on tangent
	proj.	project
	psi	pounds per square inch
	PT	point of tangent
	pvmt.	pavement
Q	quant., Qty	quantities
R	R	radius
	R.	range
	R/W	right-of-way
	rd.	road
	rdwy.	roadway
	reconst.	reconstruction
	reinf.	reinforcement
	reqd.	required
	res.	reservoir
	Res.	Reservation
	ret. wall	retaining wall
	RH	reference hub
	Rt. or RT	right
	rte.	route

S	S	south
	SADT	seasonal average daily traffic
	SC	point of spiral to curve
	sec.	section
	shldr.	shoulder
	spa.	spacing, spaces or spaced
	spec.	specification
	st.	street
	ST	point of spiral to tangent
	sta.	station
	std.	standard
	stiff.	stiffener
	str.	straight
	struc.	structural
	sym.	symmetrical
T	T	tangent length
	T.	township
	tan.	tangent
	TBM	temporary bench mark
	TCE	temporary construction easement
	transv.	transverse
	TS	point of tangent to spiral
	typ.	typical
V	V	design speed
	vert.	vertical
	vph	vehicles per hour
	VPI	vertical point of intersection
W	W	West

DRAINAGE SYMBOLS

Ditch (existing, proposed)

Flow Arrow

Drainage or Small Creek

Lake, Pond or Reservoir

Large Creek

Wetland

River

Spring

Bridge (existing, proposed)

Box culvert (existing, proposed)

Pipe culvert (existing, proposed)

With end sections (existing, proposed)

With headwalls (existing, proposed)

With drop inlet (existing, proposed)

Underdrain (existing, proposed)

Riprap apron (proposed)

CONVENTIONAL PLAN SYMBOLS AND ABBREVIATIONS

Sheet 1 of 2

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23 April 2024 2:59 PM

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A3

FENCE & CATTLEGUARD SYMBOLS

- Fence (existing, proposed)
- Fence with gate (existing, proposed)
- Cattleguard (existing, proposed)

GEOLOGIC SYMBOLS

- Boring location
- Material source

LANDSCAPING & VEGETATION SYMBOLS

- Tree
- Treeline

MAPPING SYMBOLS

- Building (existing, proposed)
- Coordinate Grid Tick
- North arrow
- Railroad
  - Single Track
  - Double Track
- Spot elevation
- Trail
- Survey control point

GUARDRAIL, BARRIER & WALL SYMBOLS

- Guardrail (existing, proposed)
- Guardwall (proposed)
- Median & Side Barrier (existing, proposed)
- Retaining Wall (existing, proposed)

ROADWAY SYMBOLS

- Clearing/construction limits
- Slope state limits
  - Top of Cut
  - Transition
  - Toe of fill
- Edge of roadway (existing, proposed)
- Roadway centerline (with station ticks)
- Roadway obliteration

RIGHT-OF-WAY SYMBOLS

- Boundaries
  - National
  - State
  - County
  - City
  - Township or Range line
  - Section
  - 1/4 Section
  - 1/16 Section
  - Bureau of Indian Affairs
  - Bureau of Land Management
  - National Forest
  - National Park
  - National Wildlife Refuge
- Easements
  - Permanent (existing)
  - Permanent (proposed)
  - Temporary (proposed)
- Monument (as described)
- Parcel number
- Property line
- Right-of-way line (existing)
- Right-of-way line (proposed)
- Section corner (found, projected)
  - 1/4 Section corner (found, projected)
  - 1/16 Section corner (found, projected)

SIGN SYMBOLS

- Signs
  - Commerical (existing, proposed)
  - Delineator (existing, proposed)
  - Portable (proposed)
  - Post mounted (existing, proposed)

UTILITY SYMBOLS

- Irrigation ditch
  - Underground (existing, proposed)
  - Surface (existing, proposed)
- Support pole (existing, proposed)
- Support pole anchor (existing, proposed)
- Street light (exisiting, proposed)
- Telephone pedestal (existing, proposed)
- Underground utility
  - CATV (existing, proposed)
  - Fiber optic (existing, proposed)
  - Gas (existing, proposed)
  - Oil (existing, proposed)
  - Power (existing, proposed)
  - Sanitary sewer (existing, proposed)
  - Telephone (existing, proposed)
  - Water (existing, proposed)
- Overhead utility
  - CATV (existing, proposed)
  - Fiber optic (existing, proposed)
  - Power (existing, proposed)
  - Telephone (existing, proposed)

PROJECT SPECIFIC SYMBOLS

- Temporary Traffic Control, Plastic Fence (Environmentally Sensitive Area Protection)

CONVENTIONAL PLAN SYMBOLS AND ABBREVIATIONS

Sheet 2 of 2

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23 April 2024 2:59 PM

PROJECT : 10015010 CA FLAP Quincy Junction (CA FLAP PLU 406(1) Quincy Junction Road)
DATE OF FIELD WORK : 08/08/2023 - 08/17/2023
DATE OF FINAL ADJUSTMENT : 08/21/2023

PROJECT UNITS : International Feet
COORDINATE SYSTEM : California Zone 1 (0401)
EPOCH DATE : 2010.00
VERTICAL DATUM : NAVD88
MODELED : GEOID18

CONTROL	STATE PLANE COORDINATES			GEO COORDINATES					GROUND COORDINATES			
POINT NUMBER	NORTHING (iFt)	EASTING (iFt)	ELEVATION (iFt)	LATITUDE	LONGITUDE	ELLIPSOID HEIGHT (iFt)	MAPPING ANGLE	COMBINED FACTOR	NORTHING	EASTING	STATION/OFFSET	DESCRIPTION
2000	1871645.48	6868952.09	3422.54	39°57'45.93492"	120°54'13.74055"	3344.46	0°43'00"	0.999849690	1872026.73	6870351.25	151+44.06 (78.8' RT)	48IN REBAR WITH 3.25IN ALC CFLHD 2000
2001	1870983.24	6868376.08	3408.27	39°57'39.46213"	120°54'21.24354"	3330.14	0°42'55"	0.999850847	1871364.35	6869775.13	142+71.92 (19.8' LT)	48IN REBAR WITH 3.25IN ALC CFLHD 2001
2002	1869784.97	6867598.19	3411.55	39°57'27.71722"	120°54'31.42419"	3333.40	0°42'49"	0.999851552	1870165.83	6868997.08	128+44.04 (27.4' RT)	48IN REBAR WITH 3.25IN ALC CFLHD 2002
2003	1869201.69	6867150.29	3442.19	39°57'22.00860"	120°54'37.26861"	3363.98	0°42'45"	0.999850510	1869582.43	6868549.09	121+13.40 (26.3' RT)	48IN REBAR WITH 3.25IN ALC CFLHD 2003
2004	1868444.73	6865971.54	3407.13	39°57'14.67326"	120°54'52.52453"	3328.91	0°42'35"	0.999852727	1868825.32	6867370.10	107+15.94 (46.1' LT)	48IN REBAR WITH 3.25IN ALC CFLHD 2004
2005	1867824.47	6865105.75	3408.83	39°57'08.65003"	120°55'03.73966"	3330.57	0°42'28"	0.999853092	1868204.94	6866504.13	N/A	48IN REBAR WITH 3.25IN ALC CFLHD 2005
P148	2038038.28	6894121.95	5275.35	40°25'06.90275"	120°48'21.40665"	5200.31	0°46'51"	0.999672335	2038453.41	6895526.24	N/A	CORS STATION
P149	1744120.71	7095693.98	8722.54	39°36'07.65343"	120°06'17.85675"	8645.78	1°14'21"	0.999710571	1744475.98	7097139.33	N/A	CORS STATION
P151	1994415.12	7098012.33	4386.03	40°17'20.03110"	120°04'38.09487"	4309.68	1°15'26"	0.999733762	1994821.37	7099458.15	N/A	CORS STATION
P346	1810559.74	6879937.10	6762.91	39°47'40.94155"	120°52'02.81630"	6685.93	0°44'26"	0.999738389	1810928.54	6881338.50	N/A	CORS STATION

PROJECT AVERAGES = 0.999796348

NOTE:
TO PRECISELY CHECK DISTANCES BETWEEN POINTS AS MEASURED ON THE GROUND : INVERSE THE STATE PLANE COORDINATES AND DIVIDE THE COMPUTED DISTANCE BY A MEAN COMBINED FACTOR OF THE TWO POINTS.

TO COMPUTE GEODETIC AZIMUTHS USE THE FOLLOWING FORMULA :
GEODETIC AZIMUTH = GRID AZIMUTH + MAPPING ANGLE

SURVEY CONTROL

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20 April 2024 12:33 PM

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A5

N

Scale in feet
200 100 0 250 500

BEGIN PROJECT
QUINCY JUNCTION ROAD
CA FLAP PLU 406(1)
100+20.00

END PROJECT
QUINCY JUNCTION ROAD
CA FLAP PLU 406(1)
151+52.91

100+00
110+00
120+00
130+00
140+00
150+00

Greenhorn Creek Bridge

See Section 105 for information on potential staging area

T 24N, R 09E, Sec. 12
T 24N, R 10E, Sec. 7

Quincy, CA
1.5 mile
Quincy Junction Road

Quincy Junction Road

Clear Creek Road

Greenhorn Creek

Chandler Road

Plumas National Forest

Western Pacific Railroad

100 year Zone AH Floodplain

100 year Zone AE Floodplain

Floodway

Bell Lane

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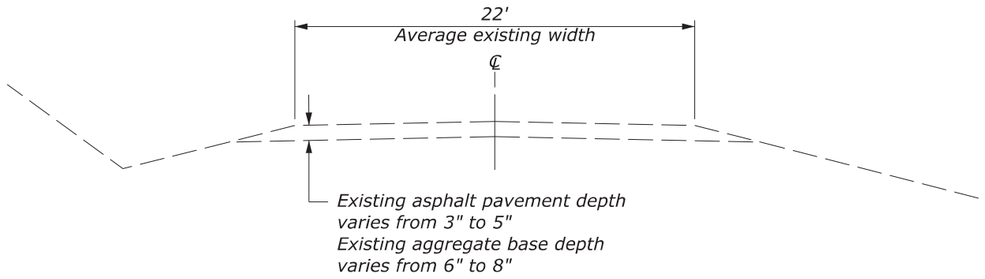
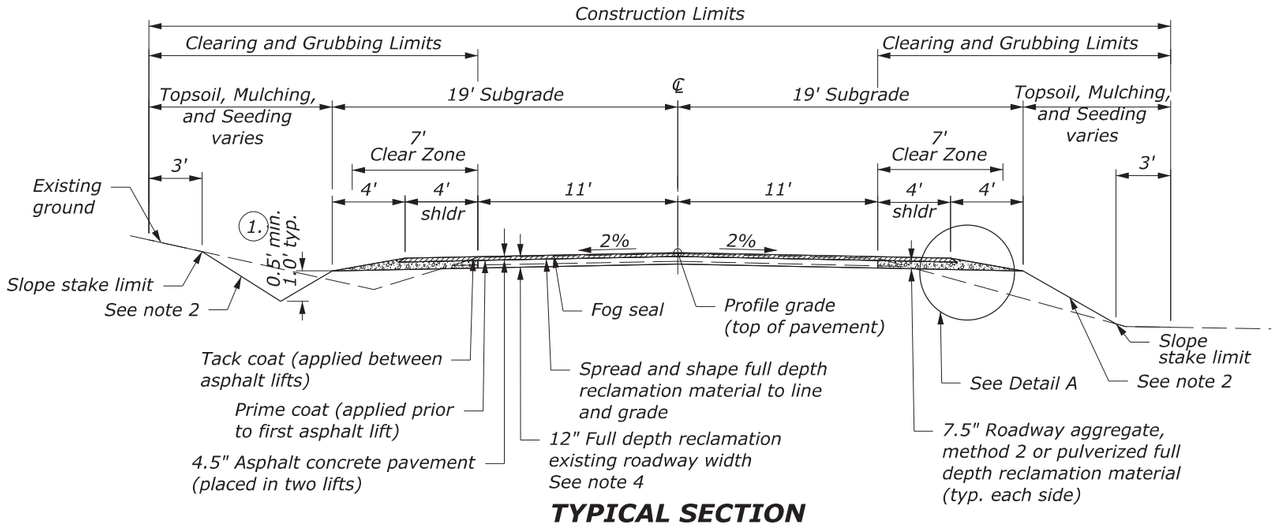
SITE MAP

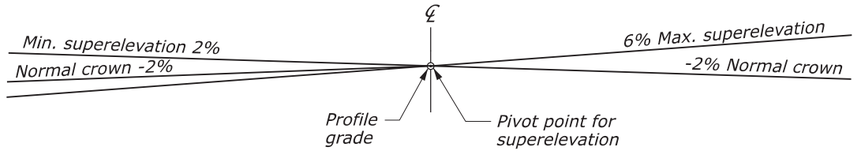
PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A6



EXISTING TYPICAL SECTION
101+78 to 134+12
134+99 to 151+53



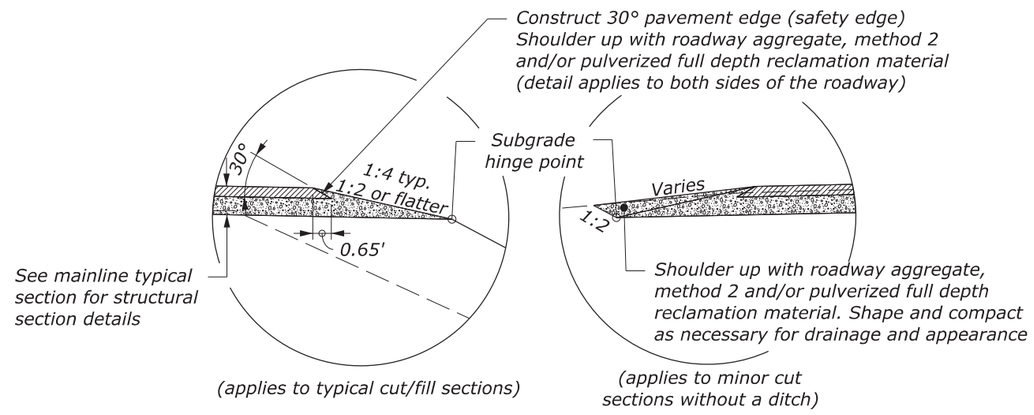
TYPICAL SECTION
101+78 to 110+00
128+00 to 133+50 (LT) and 133+71 (RT)
TRANSITION to 133+75 (LT) and 133+97 (RT)
TRANSITION from 135+38 (LT/RT)
135+60 to 151+53



METHOD OF SUPERELEVATION ON CURVES

Note:

1. *The gradient and width of the roadway ditches and the excavation and embankment slope ratios may be adjusted by the CO to assure adequate drainage and stability.*
2. *See cross sections for cut and fill slope ratios. Typical cut and fill slopes are 1:2. Cut slopes in bedrock may be increased to 1:1 max.*
3. *Superelevated, driveway, intersection, and widened sections not shown. See plans and cross sections for cross slope ratios and variable widths.*
4. *Pulverize the existing paved width to the depth shown. The depth and width may be adjusted by the CO to assure adequate structure and stability and/or to avoid shallow rock or unsuitable material.*



DETAIL A
(applies to both sides of the roadway)

LENGTH OF PROJECT

Station to Station	Roadway (ft)	Existing Bridge (ft)
100+20 to 101+78	158 (restriping only)	--
101+78 to 134+12	3234	--
134+12 to 134+99	--	87
134+99 to 151+53	1654	--
TOTALS (ft)	5046	87
TOTALS (mi)	0.95	0.02

No Scale

TYPICAL SECTION MAINLINE

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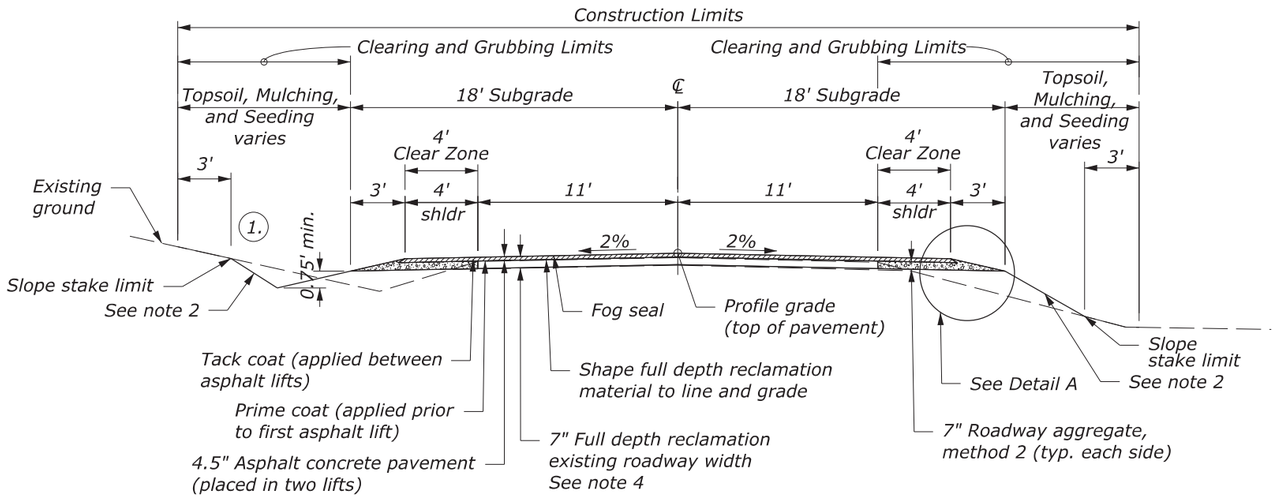
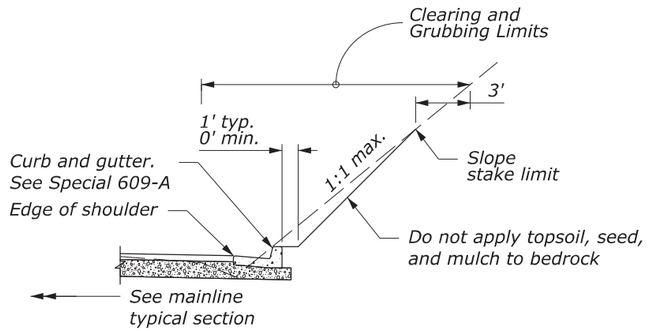
1 May 2024 10:18 AM

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A7



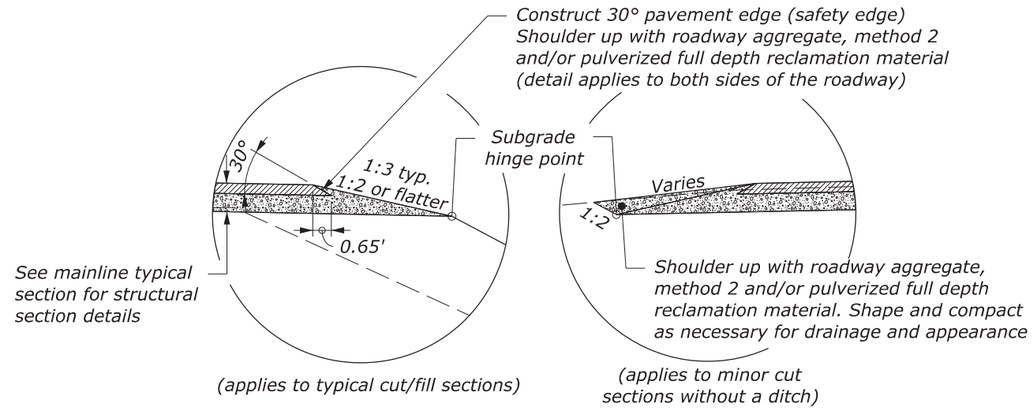
TYPICAL SECTION
110+00 to 128+00



CURB AND GUTTER TYPICAL SECTION
110+40 to 113+90 RT
119+16 to 121+78 RT
119+16 to 121+84 LT

Note:

1. The gradient and width of the roadway ditches and the excavation and embankment slope ratios may be adjusted by the CO to assure adequate drainage and stability.
2. See cross sections for cut and fill slope ratios. Typical cut and fill slopes are 1:2. Cut slopes in bedrock may be increased to 1:1 max.
3. Superelevated, driveway, intersection, and widened sections not shown. See plans and cross sections for cross slope ratios and variable widths.
4. Pulverize the existing paved width to the depth shown. The depth and width may be adjusted by the CO to assure adequate structure and stability and/or to avoid shallow rock or unsuitable material.



DETAIL A
(applies to both sides of the roadway)

No Scale

TYPICAL SECTION MAINLINE

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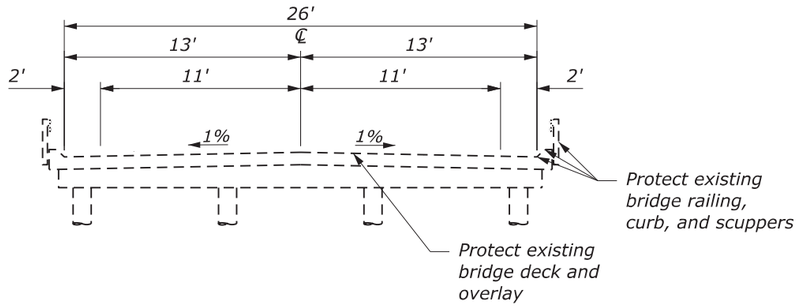
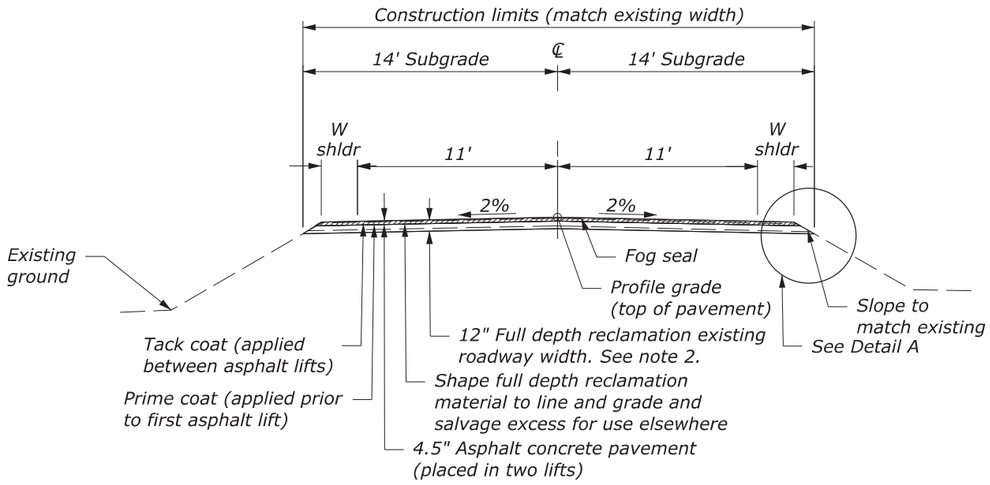
PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A8



EXISTING BRIDGE TYPICAL SECTION
134+12 to 134+99

Greenhorn Creek Bridge
(approach slabs not shown)

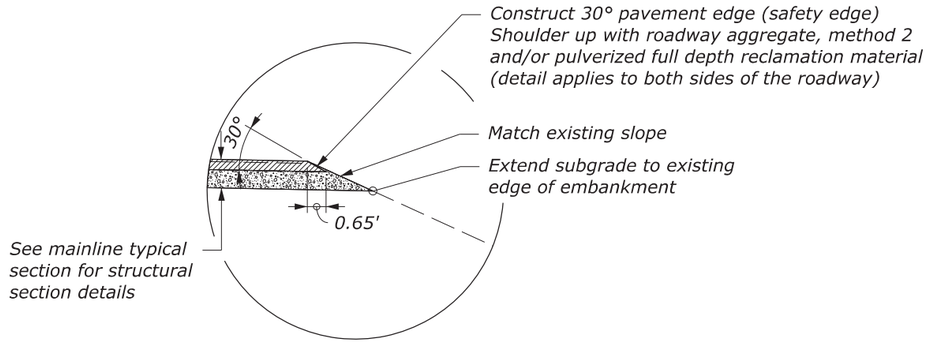


TYPICAL SECTION
133+75 (LT) to 134+23 (RT) (skewed)
134+85 (LT) to 135+38 (LT/RT) (skewed)

Left Shoulder Width	
Station	W (ft)
133+50.00	4.0
133+75.00	2.0
133+99.56	2.0
Bridge	No Work
134+85.27	2.0
135+38.00	2.0
135+60.00	4.0
Right Shoulder Width	
Station	W (ft)
133+71.00	4.0
133+96.55	2.0
134+22.93	2.0
Bridge	No Work
135+09.84	2.0
135+38.00	2.0
135+60.00	4.0

Note:

1. *Superelevated, driveway, intersection, and widened sections not shown. See plans and cross sections for cross slope ratios and variable widths.*
2. *Pulverize the existing paved width to the depth shown. The depth and width may be adjusted by the CO to assure adequate structure and stability and/or to avoid shallow rock or unsuitable material.*



DETAIL A
(applies to both sides of the roadway)

No Scale

TYPICAL SECTION MAINLINE

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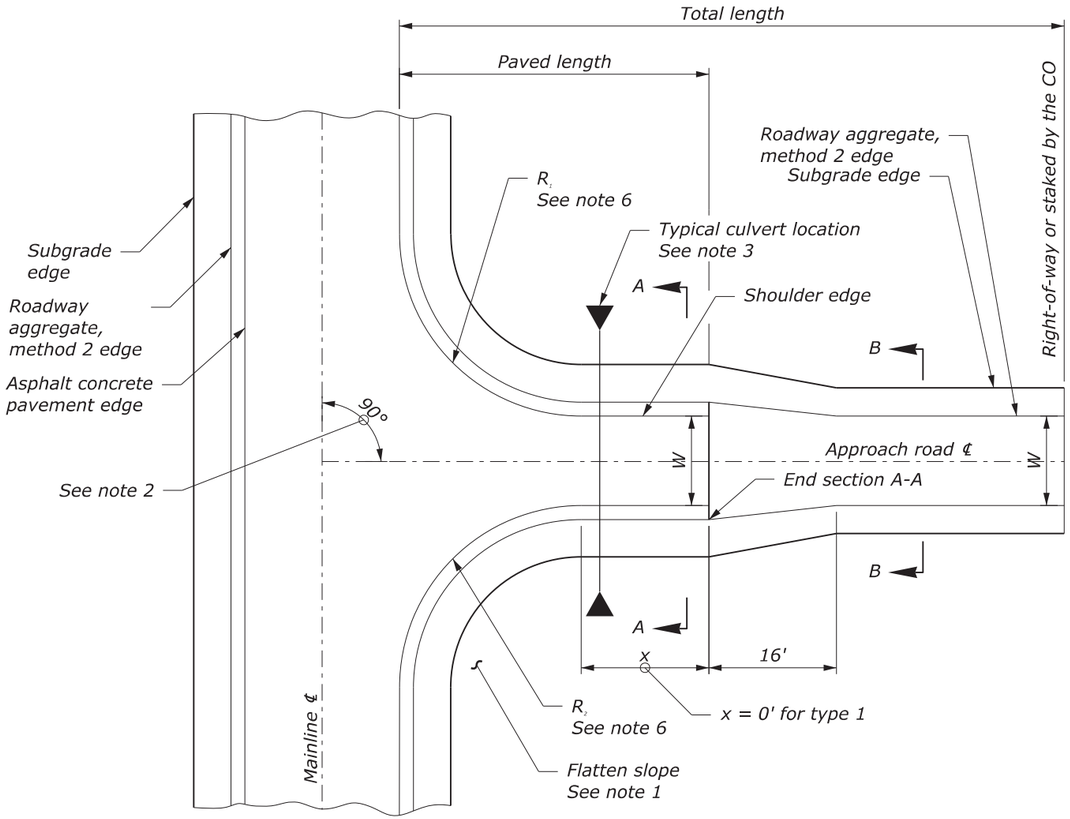
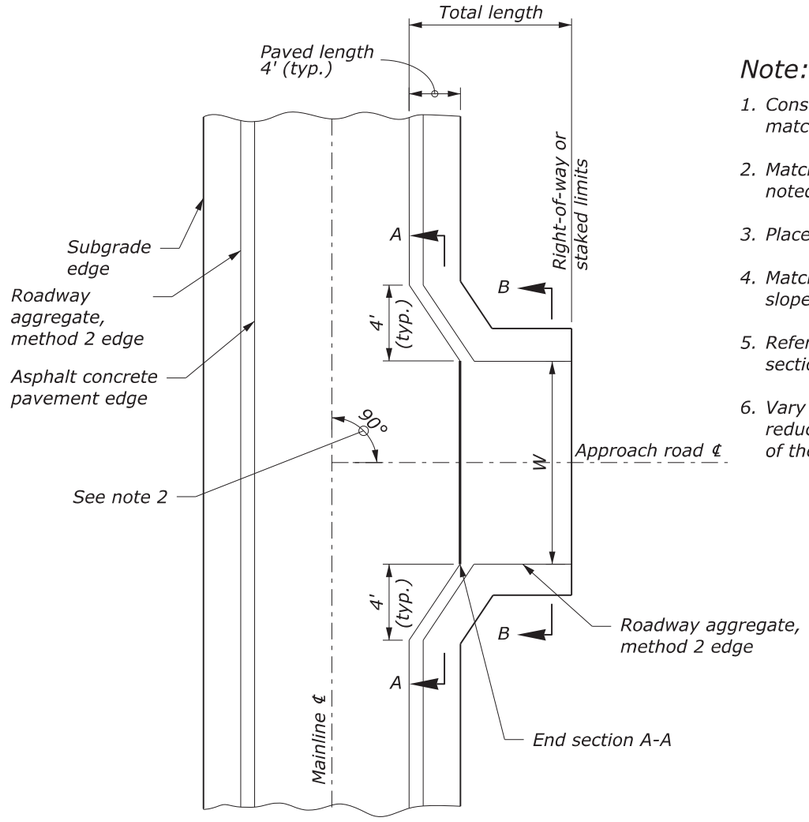
PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A9



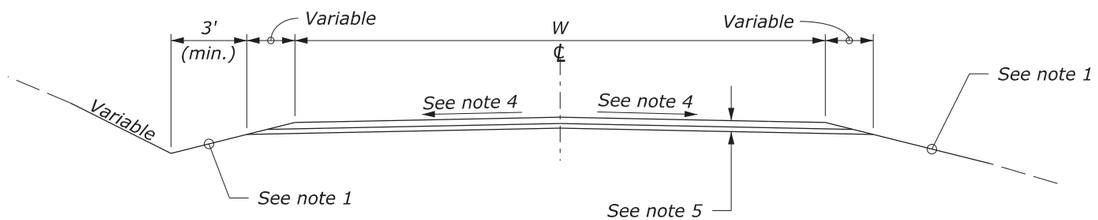
APPROACH ROAD
TYPE 1
TYPICAL SECTION



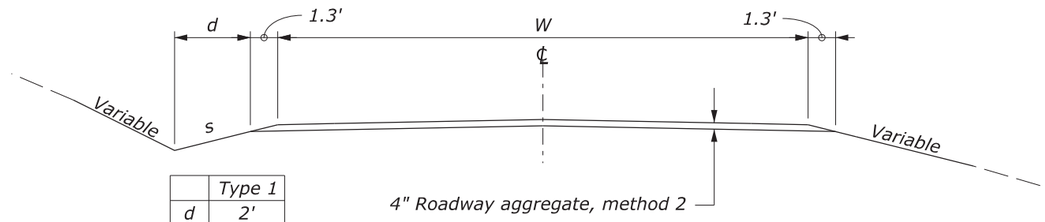
APPROACH ROAD
TYPE 3
TYPICAL SECTION

Note:

1. Construct cut and fill slopes for approach roads to match with mainline roadway construction.
2. Match the existing approach road angle unless noted otherwise on the plans.
3. Place culverts where shown on the plans.
4. Match the existing approach road/driveway cross slope.
5. Refer to mainline typical sections for structural section thicknesses and foreslopes.
6. Vary radii to fit unusual field conditions. Do not reduce existing radii or widths. R_1 is on the left side of the approach road centerline.



SECTION A-A



	Type 1
d	2'
s	1:3

SECTION B-B

No Scale

TYPICAL SECTION APPROACH ROADS AND DRIVEWAYS

Sheet 1 of 2

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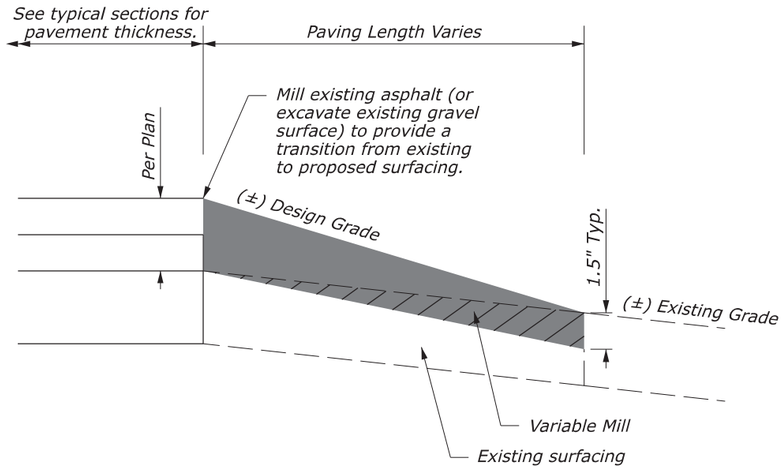
25 April 2024 10:44 AM

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	A10

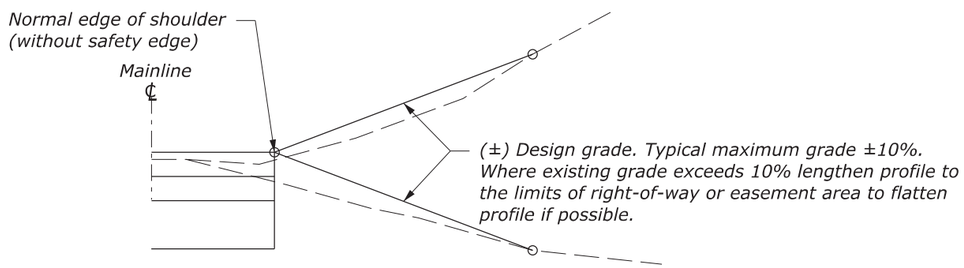
Note:

1. Stations shown are approximate locations. Actual locations to be field verified.



APPROACH ROAD TYPE MILLED

See approach details for locations and additional information.



TYPICAL PROFILE

APPROACH ROAD SUMMARY

STATION See note 1	TYPE	PAVED LENGTH (ft)	TOTAL LENGTH (ft)	W (ft)	R_1 (ft)	R_2 (ft)	Design grade (%)	REMARKS
104+63 Rt	3	4	4	63.8	-	-	-9.02	Paved apron, driveway, 1704 Qunicy Juntion Rd
106+15 Rt	3	4	4	35.3	-	-	-1.27	Paved apron, driveway, 1704 Qunicy Junction Rd
107+90 Rt	3	4	4	17.7	-	-	-5.79	Paved apron, driveway, 1719 Qunicy Junction Rd
109+82 Rt	3	4	10	18.7	-	-	12.85	Paved apron, driveway, 1812 Quincy Junction Rd
111+63 Lt	1	19	19	90.9	-	-	-6.88	Milled apron, driveway, 1709 & 1843 Quincy Junction Rd
114+01 Rt	3	4	8	18.4	-	-	0.94	Paved apron, driveway, 1898 Quincy Junction Rd
114+42 Rt	3	4	20	24.4	-	-	-1.84	Paved apron, driveway, 1898 Quincy Juction Rd
114+81 Lt	3	4	4	19.6	-	-	-6.46	Paved apron, driveway, 1843 Quincy Juntion Rd
115+71 Rt	3	4	11	14.7	-	-	-5.90	Paved apron, driveway, 1898 Quincy Junction Rd
116+29 Lt	3	4	27.1	16.4	-	-	-11.76	Paved apron, driveway, 1843 Quincy Junction Rd
117+26 Lt	1	15	15	24.7	12	15	-7.96	Paved apron, driveway, 1843 Quincy Junction Rd
117+67 Rt	3	4	13	23	-	-	-9.13	Paved apron, driveway, 1938 Quincy Junction Rd
118+23 Rt	3	4	10	15.6	-	-	-0.88	Paved apron, driveway, 1998 Quincy Junction Rd
118+76 Rt	3	4	13.7	25.4	-	-	3.81	Paved apron, driveway, 1998 Quincy Junction Rd
122+03 Lt	3	4	10	35.9	15	15	-7.06	Paved apron, driveway, 1949 Quincy Junction Rd
124+80 Lt	3	4	29.6	16	-	-	-16.31	Paved apron, driveway, 2035 Quincy Junction Rd
128+14 Rt	3	21.1	21.1	39.4	80	19	-3.57	Milled apron, approach, Clear Creek Rd
133+11 Lt	3	4	12.2	11.1	-	-	-11.29	Paved apron, driveway, 2571 Quincy Junction Rd
133+33 Rt	3	4	8	21.2	-	-	-9.03	Paved apron, driveway, 2382 Quincy Junction Rd
142+82 Rt	3	4	15.2	18.3	-	-	-7.14	Paved apron, driveway, 2570 Quincy Junction Rd
142+83 Lt	3	4	14.4	11.4	-	-	-10.70	Paved apron, driveway, 2571 Quincy Junction Rd
147+69 Rt	3	4	4	15.4	-	-	0.75	Paved apron, driveway, 2570 Quincy Junction Rd
147+93 Lt	3	4	12.5	22	-	-	-6.20	Paved apron, driveway, 2571 Quincy Junction Rd

No Scale

TYPICAL SECTION APPROACH ROADS AND DRIVEWAYS

Sheet 2 of 2

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25 April 2024 10:43 AM

SUMMARY OF QUANTITIES - Schedule A

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B1

AMEND	Line Item No.	Pay Item Number	Pay Item Description	Unit	Sheet and Description					Estimated Quantities	Remarks and/or Determination of Estimated Quantity
					B3	B4	B5	B6-B8			
					Grading	Surfacing	Drainage	Miscellaneous	Allowance	Bid Schedule	
	A0100	15101-0000	MOBILIZATION	LPSM						ALL	
	A0200	15215-3000	SURVEY AND STAKING, DRAINAGE STRUCTURE	EACH				14		14	
	A0300	15225-0000	SLOPE, REFERENCE, AND CLEARING AND GRUBBING CONTROL	MILE				0.940		0.940	
	A0400	15236-2000	SURVEY CONTROL, GRADE FINISHING	MILE				1.880		1.880	
	A0500	15301-0000	CONTRACTOR QUALITY CONTROL	LPSM						ALL	
	A0600	15401-0000	CONTRACTOR TESTING	LPSM						ALL	
	A0700	15501-0000	CONSTRUCTION SCHEDULE	LPSM						ALL	
	A0800	15701-0000	SOIL EROSION CONTROL	LPSM						ALL	
	A0900	15720-0000	STORM WATER POLLUTION PREVENTION PLAN	LPSM						ALL	
	A1000	15802-0000	WATERING FOR DUST CONTROL	LPSM						ALL	
	A1100	20101-0000	CLEARING AND GRUBBING	ACRE				4.2	0.1	4.3	
	A1200	20301-1200	REMOVAL OF HEADWALL	EACH			2			2	
	A1300	20301-1900	REMOVAL OF PIPE CULVERT	EACH			12			12	
	A1400	20301-2300	REMOVAL OF SIGN/MARKER	EACH				33		33	
	A1500	20302-0100	REMOVAL OF BOX CULVERT	LNFT			30			30	
	A1600	20302-0700	REMOVAL OF FENCE	LNFT				1,269	81	1,350	
	A1700	20402-0000	SUBEXCAVATION	CUYD		250			50	300	
	A1800	20420-0000	EMBANKMENT CONSTRUCTION	CUYD	1,952				48	2,000	
	A1900	25101-0200	PLACED RIPRAP, METHOD A, CLASS 2	CUYD			28.8		1.2	30.0	
	A2000	25101-0300	PLACED RIPRAP, METHOD A, CLASS 3	CUYD			60.1		4.9	65.0	
	A2100	25101-0600	PLACED RIPRAP, METHOD A, CLASS 6	CUYD			38		2	40	
	A2200	30202-2000	ROADWAY AGGREGATE, METHOD 2	TON		3,112			388	3,500	
	A2300	30401-5000	FULL DEPTH RECLAMATION, METHOD 2 (7-INCH DEPTH)	MILE		0.340			0.020	0.360	
	A2400	30401-5900	FULL DEPTH RECLAMATION, METHOD 2, 12-INCH DEPTH	MILE		0.580			0.020	0.600	
	A2500	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1	TON		4,366			134	4,500	
	A2600	40601-0000	FOG SEAL	TON		7			3	10	
	A2700	41102-1000	PRIME COAT, METHOD 1	SQYD		13,405			595	14,000	
	A2800	41105-0000	BLOTTER	TON		20			5	25	
	A2900	41201-0000	TACK COAT	TON		14			1	15	
	A3000	41301-0000	ASPHALT PAVEMENT MILLING	SQYD		372			28	400	
	A3100	60103-0820	CONCRETE, HEADWALL FOR DOUBLE 84-INCH PIPE CULVERT	EACH			2			2	
	A3200	60201-0800	24-INCH PIPE CULVERT	LNFT			60		5	65	
	A3300	60201-1200	48-INCH PIPE CULVERT	LNFT			55		5	60	
	A3400	60201-1800	84-INCH PIPE CULVERT	LNFT			80		5	85	
	A3500	60202-0200	18-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	LNFT			199		11	210	
	A3600	60202-0400	24-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	LNFT			186		14	200	
	A3700	60202-0600	36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	LNFT			40		5	45	
	A3800	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT	EACH			2			2	
	A3900	60210-1000	END SECTION FOR 36-INCH PIPE CULVERT	EACH			3			3	
	A4000	60210-1200	END SECTION FOR 48-INCH PIPE CULVERT	EACH			2			2	

MileStone: 70% Design
Date Completed: 05/01/24
Report Date: 04/30/24

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SUMMARY OF QUANTITIES - Schedule A

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B2

AMEND	Line Item No.	Pay Item Number	Pay Item Description	Unit	Sheet and Description					Estimated Quantities	Remarks and/or Determination of Estimated Quantity
					B3	B4	B5	B6-B8			
					Grading	Surfacing	Drainage	Miscellaneous	Allowance	Bid Schedule	
	A4100	60211-0600	END SECTION FOR 18-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	EACH			12			12	
	A4200	60211-0800	END SECTION FOR 24-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	EACH			8			8	
	A4300	60211-1000	END SECTION FOR 36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	EACH			2			2	
	A4400	60704-0000	CLEANING CULVERT IN PLACE	EACH			8			8	
	A4500	60902-1200	CURB AND GUTTER, CONCRETE, 14-INCH DEPTH	LNFT				871	79	950	
	A4600	61901-0600	FENCE, BARBED WIRE (TEMPORARY)	LNFT				1,269	81	1,350	
	A4700	61901-1000	FENCE, BARBED WIRE, 5 STRAND	LNFT				1,269	81	1,350	
	A4800	61920-2000	REMOVE AND RESET GATE	EACH				2		2	
	A4900	61921-1000	REMOVE AND RESET FENCE	LNFT				72	8	80	
	A5000	62201-0250	DUMP TRUCK, 10 CUBIC YARD MINIMUM CAPACITY	HOUR						20	
	A5100	62201-0400	BACKHOE LOADER, 2 CUBIC F00T MINIMUM RATED CAPACITY BUCKET, 12-INCH WIDTH	HOUR						20	
	A5200	62201-0950	WHEEL LOADER, 3 CUBIC YARD MINIMUM RATED CAPACITY	HOUR						20	
	A5300	62201-3000	HYDRAULIC EXCAVATOR (ROCK EXCAVATION AND ROCK BREAKER)	HOUR						80	
	A5400	62201-3350	HYDRAULIC EXCAVATOR, 1 CUBIC YARD MINIMUM CAPACITY	HOUR						20	
	A5500	62301-0000	GENERAL LABOR	HOUR						80	
	A5600	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES (BIOLOGIST)	HOUR						100	
	A5700	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	HOUR						80	
	A5800	62302-1100	SPECIAL LABOR, HIRED SURVEY SERVICES	HOUR						40	
	A5900	62406-0300	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH	ACRE				1.3		1.3	
	A6000	62510-2000	SEEDING, HYDRAULIC METHOD	ACRE				1.3		1.3	
	A6100	62515-2000	MULCHING, HYDRAULIC METHOD	ACRE				1.3		1.3	
	A6200	63301-0000	SIGN SYSTEM	EACH				14		14	
	A6300	63308-0000	OBJECT MARKER	EACH				8		8	
	A6400	63309-0000	DELINEATOR	EACH				49	6	55	
	A6500	63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID	LNFT				32,122	378	32,500	
	A6600	63401-0400	PAVEMENT MARKINGS, TYPE B, BROKEN	LNFT				6,996	4	7,000	
	A6700	63405-0050	PAVEMENT MARKINGS, SYMBOLS (TYPE B)	EACH				4		4	
	A6800	63501-0000	TEMPORARY TRAFFIC CONTROL	LPSM						ALL	
	A6900	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	LNFT				1,150		1,150	
	A7000	64620-0400	REMOVE AND RESET MAILBOX	EACH				5		5	
	A7100	64704-1000	MITIGATION, STREAMBED MATERIAL	CUYD			15			15	

MileStone: 70% Design
Date Completed: 05/01/24
Report Date: 04/30/24

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GRADING SUMMARY

Station to Station	Roadway Excavation		Additional Excavation For info only	For info only	For info only		Embankment	Pay Item 20420-0000	For info only			For info only
	Prismoidal Volume	Roadway Excavation	(-) Unavailable Material (see note 3)	Rock Excavation (see note 8)	Shrink/Swell Factor	Total Excavation Available For Fills	Prismoidal Volume	Embankment Construction	(+) Various Backfill Material Generated Onsite (see note 4)	Total Embankment	Excavation - Embankment	Estimated Unclassified Borrow Volume (see note 5)
	BCY	BCY	BCY	BCY		CCY	CCY	CUYD	CCY	CCY	CCY	BCY
101+78 - 107+28	109	109	42	66	1	67	131	131	48	179	-112	124
107+28 - 114+78	451	451	83	110	1	367	106	106	61	167	200	-223
114+78 - 122+28	349	349	102		1	247	274	274	75	349	-102	113
122+28 - 129+78	722	722	114		1	608	585	585	110	695	-87	97
129+78 - 137+28	148	148	64		1	84	460	460	131	591	-507	563
137+28 - 144+78	159	159	65		1	95	367	367	127	494	-400	444
144+78 - 151+53	330	330	133		1	197	29	29	20	49	148	-164
TOTALS	**2,268**	**2,268**	**603**	**176**		**1,665**	**1,952**	**1,952**	**572**	**2,524**	**-860**	**954**

NOTE:

1. Quantities based on prismoidal (surface to surface) volumes.
2. Conserve 4 inches of topsoil in cut and fill slope areas.
3. Unavailable material includes Topsoil Stripping in Cuts.
4. Various backfill material generated onsite includes Topsoil Replacement Under Fill.
5. Unclassified borrow quantity calculated using volumes adjusted for shrink/swell. An assumed value of 1.0 was used for calculations. The contractor is responsible for determining the shrink/swell on the borrow material.
6. The quantities shown herein are approximations. Payment will be made for the actual quantities of work performed.
7. BCY = Bank cubic yard - one cubic yard of material as it lies in the natural state.
   CCY = Compacted cubic yard - one cubic yard of material after it has been compacted to specification density.
8. Estimated Rock Excavation quantity. Work is incidental to Roadway Excavation and Embankment Construction. See Section 204 for additional information.

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GRADING SUMMARY

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B4

SURFACING SUMMARY

Station to Station	30202-2000 ROADWAY AGGREGATE, METHOD 2 TON	30401-5000 FULL DEPTH RECLAMATION, METHOD 2, (7-INCH DEPTH) MILE	30401-5900 FULL DEPTH RECLAMATION, METHOD 2, 12-INCH DEPTH MILE	40301-0100 ASPHALT CONCRETE PAVEMENT, TYPE 1 TON	40601-0000 FOG SEAL TON	41102-1000 PRIME COAT, METHOD 1 SQYD	41105-0000 BLOTTER TON	41201-0000 TACK COAT TON	41301-0000 ASPHALT PAVEMENT MILLING SQYD
101+78 - 107+28	392		0.10	486	1	1,459	2	2	
107+28 - 114+78	503	0.09	0.05	712	1	2,219	3	2	
114+78 - 122+28	401	0.14		670	1	2,045	3	2	
122+28 - 129+78	420	0.11	0.03	678	1	2,078	3	2	
129+78 - 137+28	459		0.13	568	1	1,753	3	2	
137+28 - 144+78	533		0.14	650	1	1,965	3	2	
144+78 - 151+53	404		0.13	602	1	1,886	3	2	
110+69 - 112+30									251
127+69 - 12842.00									121
TOTALS	**3,112**	**0.34**	**0.58**	**4,366**	**7**	**13,405**	**20**	**14**	**372**

Values used for estimating purposes:

Roadway Aggregate 139 lb/ft3
Hot asphalt concrete pavement 145.2 lb/ft3
Blotter . . . . 14.75 lb/yd2 (20% of total area)
Fog seal . . . . 0.1 gal/yd2 (233 gal/ton)
Prime coat . . . . 0.27 gal/yd2 (233 gal/ton)
Tack coat . . . . 0.1 gal/yd2 (233 gal/ton)

ASPHALT PAVEMENT REPAIR SUMMARY

Item Number		20402-0000	
Station to Station	Side	SUBEXCAVATION CUYD	Remarks
Entire Project	RT/LT	250	As directed by the CO.
TOTAL		**250**	

*1. Use Geotextile filter, **class 1, type A, non-woven**. See subsection 714.01(a)*

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SURFACING AND ASPHALT PAVEMENT REPAIR SUMMARIES

DRAINAGE SUMMARY

Item Number			20301-1900	25101-0200	25101-0300	60201-0800	60201-1200	60202-0200	60202-0400	60202-0600	60210-0800	60210-1000	60210-1200	60211-0600	60211-0800	60211-1000	60704-0000	
Station	Side	Skew (deg)	REMOVAL OF PIPE CULVERT	PLACED RIPRAP, METHOD A, CLASS 2	PLACED RIPRAP, METHOD A, CLASS 3	24-INCH PIPE CULVERT	48-INCH PIPE CULVERT	18-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	24-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	END SECTION FOR 24-INCH PIPE CULVERT	END SECTION FOR 36-INCH PIPE CULVERT	END SECTION FOR 48-INCH PIPE CULVERT	END SECTION FOR 18-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	END SECTION FOR 24-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	END SECTION FOR 36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	CLEANING CULVERT IN PLACE	Remarks
			EACH	CUYD	CUYD	LNFT	LNFT	LNFT	LNFT	LNFT	EACH	EACH	EACH	EACH	EACH	EACH	EACH	
102+16	LT/RT	2	1	2.2					55						2			
106+19	RT	--															1	Protect culvert in place. Do not survey.
106+74	LT/RT	-3	1	3.9		60					2							
109+80	RT	--															1	Protect culvert in place. Do not survey.
114+65	LT/RT	-17	1															
114+72	LT/RT	-30		2.2					49						2			
114+85	LT	--															1	Protect culvert in place. Do not survey.
115+70	RT	--	1	0.9				23						2				
116+24	LT	--	1	0.9				40						2				
117+23	LT	--															1	Protect culvert in place. Do not survey.
117+52	RT	--	1	0.9				36						2				
118+36	RT	--	1	0.9				25						2				
118+80	RT	--	1	0.9				45						2				
128+92	LT/RT	-2	1															
128+97	LT/RT	-2			44.5		55						2					
133+56	LT/RT	-3	1	0.9					42						2			
137+38	LT/RT	0	1		15.6					40						2		
142+43	LT/RT	1	1	2.2					40						2			
144+40	LT/RT	-2										3					3	Protect culvert in place, add end section RT. Do not survey.
147+69	RT	--															1	Protect culvert in place. Do not survey.
147+93	LT	--		0.9				30						2				
All Project	LT/RT			12.0														Flared gutter terminus. See Special 609-A
TOTALS			**12**	**28.8**	**60.1**	**60**	**55**	**199**	**186**	**40**	**2**	**3**	**2**	**12**	**8**	**2**	**8**	

DRAINAGE SUMMARY (CONT'D)

Item Number			20301-1200	20302-0100	25101-0600	60103-0820	60201-1800	64704-1000	
Station	Side	Skew (deg)	REMOVAL OF HEADWALL	REMOVAL OF BOX CULVERT	PLACED RIPRAP, METHOD A, CLASS 6	CONCRETE, HEADWALL FOR DOUBLE 84-INCH PIPE CULVERT	84-INCH PIPE CULVERT	MITIGATION, STREAMBED MATERIAL	Remarks
			EACH	LNFT	CUYD	EACH	LNFT	CUYD	
129+77	LT/RT	0	2	30	38	2	80	15	See Sheet D1 and Special 602-A
TOTALS			**2**	**30**	**38**	**2**	**80**	**15**	

NOTE:
*1. Use Geotextile filter, **class 1, type A, non-woven**. See subsection 714.01(a)*

DRAINAGE SUMMARY

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B6

MISCELLANEOUS SUMMARY

Item Number		64620-0400	
Station to Station	Side	REMOVE AND RESET MAILBOX	Remarks
		EACH	
108+08	RT	1	1744 Quincy Junction Rd, Quincy, CA 95971
114+54	LT	1	1843 Quincy Junction Rd, Quincy, CA 95971
117+97	RT	1	1938 Quincy Junction Rd, Quincy, CA 95971
147+34	LT	1	2571 Quincy Junction Rd, Quincy, CA 95971
147+36	LT	1	2570 Quincy Junction Rd, Quincy, CA 95971
TOTAL		**5**	

CURB AND GUTTER SUMMARY

Item Number			60902-1200	
Station to Station		Side	CURB AND GUTTER, CONCRETE, 14-INCH DEPTH	Remarks
			LNFT	
110+40	to 113+90	RT	350	See Special 609-A
119+16	to 121+75	LT	259	See Special 609-A
119+16	to 121+78	RT	262	See Special 609-A
TOTAL			**871**	

SURVEY AND STAKING SUMMARY

Item Number			15215-3000	15225-0000	15236-2000	
Station to Station		Side	SURVEY AND STAKING, DRAINAGE STRUCTURE	SLOPE, REFERENCE, AND CLEARING AND GRUBBING CONTROL	SURVEY CONTROL, GRADE FINISHING	Remarks
			EACH	MILE	MILE	
101+78	to 151+53	LT/RT		0.94	1.88	
All Project			14			See Drainage Summary for new locations
TOTAL			**14**	**0.94**	**1.88**	

FENCE SUMMARY

Item Number			20302-0700	61901-0600	61901-1000	61920-2000	61921-1000	63503-1000	
Station to Station		Side	REMOVAL OF FENCE	FENCE, BARBED WIRE (TEMPORARY)	FENCE, BARBED WIRE, 5 STRAND	REMOVE AND RESET GATE	REMOVE AND RESET FENCE	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	Remarks
			LNFT	LNFT	LNFT	EACH	LNFT	LNFT	
114+80	- 115+52	RT					72		Vinyl Split Rail Fence
128+02	- 128+05	LT	3	3	3				
128+49	- 128+52	LT	8	8	8				
128+60	- 129+59	RT	99	99	99				
128+86	- 129+55	LT	69	69	69				
129+59		RT				1			
129+91	- 130+11	LT	20	20	20				
129+95		RT				1			
129+95	- 130+10	RT	15	15	15				
130+49	- 132+88	LT	239	239	239				
130+55	- 130+61	RT	6	6	6				
133+22	- 133+72	LT	50	50	50				
134+86	- 142+46	LT	760	760	760				
128+50	- 130+00	LT						150	
128+59	- 130+59	RT						200	
138+72	- 140+72	RT						200	
143+33	- 145+33	LT						200	
143+36	- 145+36	RT						200	
All Project								200	Tree protection as directed by the CO.
TOTAL			**1269**	**1269**	**1269**	**2**	**72**	**1150**	

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MISCELLANEOUS SUMMARIES
Sheet 1 of 3

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B7

PERMANENT SIGN SUMMARY

Station	Side	MUTCD Reference	Description	Item Number Sign Panel in x in	20301-2300 REMOVAL OF SIGN/MARKER EACH	63301-0000 SIGN SYSTEM EACH	63308-0000 OBJECT MARKER EACH	63309-0000 DELINEATOR EACH	Remarks
101+55	RT	R1-1	Stop	30 x 30	1	1			
103+51	RT	R2-1	Speed Limit	24 x 30	1				45 MPH
103+51	RT	R2-1	Speed Limit	24 x 30		1			40 MPH
104+08	RT	W11-15	Bicycle / Pedestrian	30 x 30		1			
		W16-1P	Share the Road (plaque)	18 x 24					
106+72	RT				1			1	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
107+00	LT				1			1	
109+66	RT				1			1	
110+34	LT				1			1	
114+67	RT/LT				3			2	
114+97	LT				1				
121+50	RT/LT				2			2	
127+68	RT	Special 2	CLEAR CREEK RD	60 X 9	1	1			
128+93	LT				1				
128+97	RT/LT							2	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
129+00	RT	W11-15	Bicycle / Pedestrian	30 x 30		1			
		W16-1P	Share the Road (plaque)	18 x 24					
129+61	RT	CA Type P (OM-3R)	Object Marker	12 x 36	1		1		Object Marker
129+68	LT	CA Type P (OM-3L)	Object Marker	12 x 36	1		1		Object Marker
129+93	RT	CA Type P (OM-3L)	Object Marker	12 x 36	1		1		Object Marker
129+93	LT	CA Type P (OM-3R)	Object Marker	12 x 36	1		1		Object Marker
130+50	RT	W11-7	Equestrian	30 x 30		1			
131+26	LT	Special 1	Pedestrian / CAUTION / Bicycle	36 X 36	1				
131+26	LT	W11-15	Bicycle / Pedestrian	30 x 30		1			
		W16-1P	Share the Road (plaque)	18 x 24					
132+37	RT	W5-2	Narrow Bridge	36 x 36		1			
133+55	RT/LT				2			2	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
133+85	LT	CA Type P (OM-3L)	Object Marker	12 x 36	1		1		Object Marker
134+00	RT	CA Type P (OM-3R)	Object Marker	12 x 36	1				Object Marker
134+10	RT	CA Type P (OM-3R)	Object Marker	12 x 36			1		Object Marker
134+96	LT	CA Type P (OM-3R)	Object Marker	12 x 36			1		Object Marker
135+00	LT	CA Type P (OM-3R)	Object Marker	12 x 36	1				Object Marker
135+22	RT	CA Type P (OM-3L)	Object Marker	12 x 36			1		Object Marker
135+25	RT	CA Type P (OM-3L)	Object Marker	12 x 36	1				Object Marker
136+75	LT	W5-2	Narrow Bridge	36 x 36		1			
137+37	RT/LT				2			2	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
142+42	RT/LT				2			2	
143+89	RT	W3-1	Stop Ahead (symbol)	30 x 30	1	1			
144+00	LT	W11-7	Equestrian	30 x 30		1			
144+30	RT				1			1	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
144+52	LT				1			1	
147+00	LT	W11-15	Bicycle / Pedestrian	30 x 30		1			
		W16-1P	Share the Road (plaque)	18 x 24					
147+45	RT				1			1	Delineator as object marker (three retroreflective elements per delineator). See Detail C633-51.
149+24	LT	R2-1	Speed Limit	24 x 30	1				45 MPH
149+24	LT	R2-1	Speed Limit	24 x 30		1			40 MPH
151+16	RT	R1-1	Stop	30 x 30	1	1			
All Project								30	Delineator for normal application (one retroreflective elements per delineator). See Detail C633-51 for details and spacing.
TOTALS					**33**	**14**	**8**	**49**	

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MISCELLANEOUS SUMMARIES
Sheet 2 of 3

PERMANENT PAVEMENT MARKINGS SUMMARY

Station to Station	LEFT			CENTER	RIGHT					Item Number	63401-0300	63401-0400	63405-0050	Remarks
	Edge Solid White 6 inches	Centerline Solid Yellow 6 inches	Centerline Broken Yellow 6 inches	Centerline Broken Yellow 6 inches	Centerline Broken Yellow 6 inches	Centerline Solid Yellow 6 inches	Edge Solid White 6 inches	Edge Broken White 6 inches	Stop Bar Solid White 12 inches		PAVEMENT MARKINGS, TYPE B, SOLID	PAVEMENT MARKINGS, TYPE B, BROKEN	PAVEMENT MARKINGS, SYMBOLS (TYPE B)	
	LNFT	LNFT	LNFT	LNFT	LNFT	LNFT	LNFT		LNFT		LNFT	LNFT	EACH	
100+20 to 101+00		80				80					160			
100+20 to 102+00								180				180		White edge line extension (dashed)
100+20 to 151+53	5166										5166			
101+36		45				45					90			
101+36 101+62									30		90			
101+42													1	"STOP"
101+78 to 102+67		89				89					178			
102+00 to 127+63							2563				2563			
102+67 to 110+12		745			745						745	745		Broken and solid yellow center line
110+12 to 114+00			745			745					745	745		Broken and solid yellow center line
114+00 to 127+85		1385				1385					2770			
127+63 to 128+44								81				81		White edge line extension (dashed)
128+34 to 129+61		127				127					254			
128+44 to 151+31							2287				2287			
129+61 to 132+57		296			296						296	296		Broken and solid yellow center line
132+57 to 145+55				1298								1298		
143+65													1	"STOP"
144+15													1	"AHEAD"
145+55 to 148+88			333			333					333	333		Broken and solid yellow center line
148+88 to 151+33		245				245					490			
151+22													1	"STOP"
151+33									18		54			
Sub-Total											16061	3498	4	
Multiply by 2 for 2 Coats											16061	3498		
TOTAL											**32122**	**6996**	**4**	

CLEARING AND GRUBBING AND REVEGETATION SUMMARY

Station to Station			Side	Item Number	20101-0000	62406-0300	62510-2000	62515-2000	Remarks
					CLEARING AND GRUBBING	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH	SEEDING, HYDRAULIC METHOD	MULCHING, HYDRAULIC METHOD	
					ACRE	ACRE	ACRE	ACRE	
101+78	-	151+53	LT/RT		4.2	1.3	1.3	1.3	
TOTAL					**4.2**	**1.3**	**1.3**	**1.3**	

MISCELLANEOUS SUMMARIES
Sheet 3 of 3

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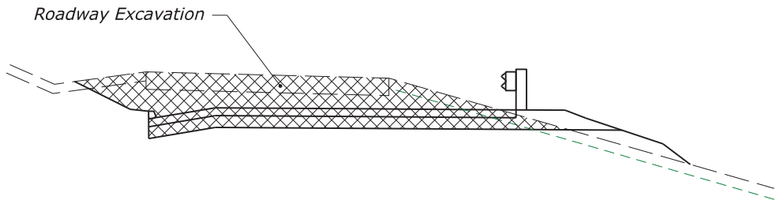
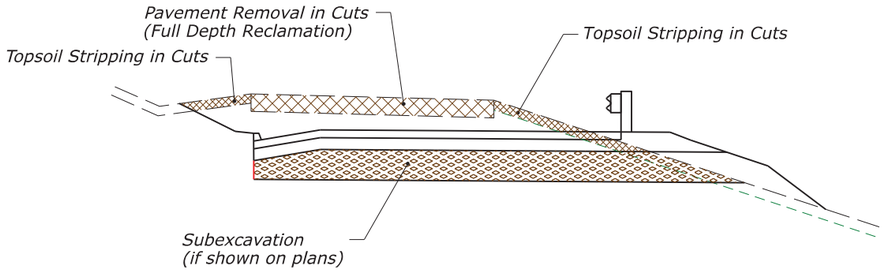
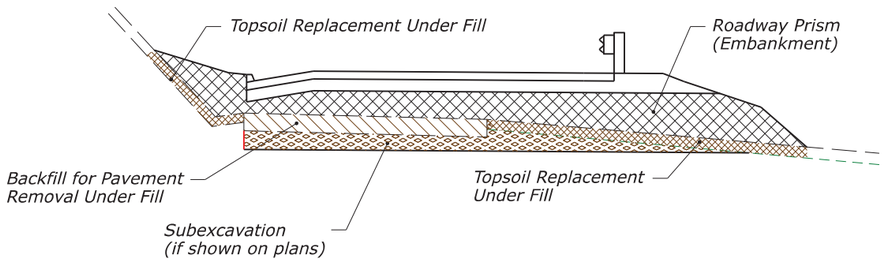
PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	B9



ROADWAY EXCAVATION



ADJUSTMENTS TO ROADWAY EXCAVATION



ROADWAY EMBANKMENT

EARTHWORK REPRESENTATION DRAWINGS

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C1

BEGIN PROJECT
BEGIN PAVEMENT MARKINGS
QUINCY JUNCTION ROAD
100+20.00
N= 1868009.1663
E= 6865428.1507
El.= 3411.06

005-290-053
1709 Quincy Junction Rd
Bresciani 1982 Family L.P.

T24N, R09E, Sec. 12 / T24N, R10E, Sec. 7

Scale in feet
25 12.5 0 25 50

¢ Quincy Junction Road

Saw cut. See Special 401-A

Begin Roadway Construction
101+78.00
Match existing width and cross slope

6" broken yellow stripe and solid yellow stripe

6" solid white edge stripe

6" double yellow stripe

6" broken white edge stripe

6" double yellow stripe

Pavement marking "STOP" and 12" solid white line

PC 100+00.94

PC 106+06.15

N55°21'28"E

PI 101+75.82
Δ = 00°40'05" (RT)
R = 30,000.00'
T = 174.88'
L = 349.76'

End broken white edge line. Begin 6" solid white edge line

PT 103+50.70

R2-1
Remove and replace

W11-15
W16-1P

104+12.79, 21.36' RT
Protect pole in place

105+86.46, 18.30' RT
Protect pole in place

Remove and reset mailbox

106+19
Clean culvert

Remove and install new Stop sign R1-1

Bell Lane

117-021-001
529 Bell Ln

117-022-019
1644 Quincy Junction Rd
James & Mary Lou Battagin, Trustees

117-022-018

117-022-017
1704 Quincy Junction Rd
William & Karla Secord, Trustees

117-022-016
1719 Quincy Junction Rd
Amanda Healy

20' PUBLIC UTILITY EASEMENT

12' PUBLIC UTILITY EASEMENT SHOWN ON MAP B, PG 60

8" PVC

8" D.I.

TCE

10'

3,430
3,420
3,410
3,400
3,390

BEGIN ROADWAY CONSTRUCTION
101+78.00, Match Existing

3,411.06

+0.01%

Profile grade

Existing ground

102+16
Remove existing 18" culvert
Install 24" Equivalent Dia. x 55' CMP
End Sections LT and RT
Riprap class 2 LT

106+74
Remove existing 24" culvert
Install 24" x 60' CMP
End Sections LT and RT
Riprap class 2 LT

PLAN AND PROFILE QUINCY JUNCTION ROAD 100+20 to 107+25

100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00

LT EOP
RT EOP
e = -2.00% (LT)
e = -2.00% (RT)
e = -1.75% (LT)
e = -3.25% (RT)
101+78.00 102+00.00
Profile Grade and Axis of Rotation
107+28.00

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C2

Scale in feet
25 12.5 0 25 50

T24N, R10E, Sec. 7

005-290-053
1709 Quincy Junction Rd
Bresciani 1982 Family L.P.

005-480-008
1843 Quincy Junction Rd
Oran & Michelle Morrison

PI 107+46.85
Δ = 04°01'45" (LT)
R = 4,000.00'
T = 140.70'
L = 281.28'

PT 108+87.43

6" solid white edge stripe

114+25.24, 22.62' LT
Protect existing tree
114+13.35, 20.2' LT
Protect existing tree

6" broken yellow stripe and solid yellow stripe

N51°19'43"E

Remove and reset mailbox

107+62.59, 18.22' RT
Protect pole in place

℄ Quincy Junction Road

109+80
Clean culvert

PC 112+10.37

PI 113+09.43
Δ = 05°40'17" (RT)
R = 2,000.00'
T = 99.06'
L = 197.97'

PT 114+08.33

Remove and reset mailbox

117-022-016
1719 Quincy Junction Rd
Amanda Healy

117-010-013
1790 Quincy Junction Rd
Clayton William Cody & Morgan K Trustee

117-010-003
1812 Quincy Junction Rd
Sharon Havranek, Trustee

117-010-010
1842 Quincy Junction Rd
Timothy & Monetta Dembosz

117-010-006
1898 Quincy Junction Rd
Kristin Siewenie & Pat Walters

Curb and Gutter, Concrete, 14-Inch Depth, RT
110+40 — 113+90

3,430
3,420
3,410
3,400

K = 121
325' VC

Profile grade

+0.01%

+2.69%

Existing ground

Connect to existing culvert

Ditch profile, RT (projected)

110+35.00
3411.19

114+65
Remove existing 18" culvert

114+72
Install 24" Equivalent dia. x 49' CMP
End sections LT and RT
Riprap class 2 LT

108+00 109+00 110+00 111+00 112+00 113+00 114+00

PLAN AND PROFILE QUINCY JUNCTION ROAD 107+25 to 114+75

Profile Grade and Axis of Rotation

107+28.00 — 114+78.00

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C3

Scale in feet
25 12.5 0 25 50

114+85
Clean culvert

115+00 to 115+23, LT
Protect existing trees (4)

117+23 Clean culvert
Remove and reset mailbox

℄ Quincy Junction Road

6" solid
white edge stripe

6" double
yellow stripe

PI 121+63.80
Δ = 21°42'14" (LT)
R = 1,000.00'
T = 191.70'
L = 378.80'

PC 119+72.10

115+00 116+00 117+00 118+00 119+00 120+00 121+00 122+00

N57°00'00"E

TCE TV 10' EASEMENT #4 8-PM-23 EASEMENT 20'X35' APPROXIMATE LOCATION OF EASEMENT #3

Remove and
reset fence

115+28 to 115+58, RT
Protect existing trees (4)

Remove and reset mailbox

118+47.48, 29.4' RT
Protect existing tree

119+44.58, 28.0' RT
Protect existing tree

005-480-008
1843 Quincy Junction Rd
Oran & Michelle Morrison

T24N, R10E, Sec.

005-480-002
1949 Quincy Junction Rd
Tobi Leathers

117-010-006
1898 Quincy Junction Rd
Kristin Siewenie & Pat Walters

117-010-007
1938 Quincy Junction Rd
Cherie Godinez

117-010-009
1998 Quincy Junction Rd
Timothy & Monetta Dembosz

117-010-009
1998 Quincy Junction Rd
Timothy & Monetta Dembosz

117-320-001
2270 Ridgerun Rd
Richard & Paula
Foster, Trustees

3,450
3,440
3,430
3,420
3,410

Curb and Gutter, Concrete, 14-Inch Depth, LT
Curb and Gutter, Concrete, 14-Inch Depth, RT
119+16
121+78
121+84
122+05.00
3442.68

SSD = 454'
K = 95
715' VC

Profile grade
+2.69%

Existing ground

Ditch profile, RT
(projected)

116+24, LT
Remove Existing Culvert
Install 18" Equivalent dia. x 40' CMP
End Section Both Ends
Riprap Class 2 Outlet

115+70, RT
Remove Existing Culvert
Install 18" Equivalent dia. x 23' CMP
End Section Both Ends
Riprap Class 2 Outlet

117+52, RT
Remove Existing Culvert
Install 18" Equivalent dia. x 36' CMP
End Section Both Ends
Riprap Class 2 Outlet

Ditch profile, RT
(projected)

118+36, RT
Remove Existing Culvert
Install 18" Equivalent dia. x 25' CMP
End Section Both Ends
Riprap Class 2 Outlet

Ditch profile, LT
(projected)

118+80, RT
Remove Existing Culvert
Install 18" Equivalent dia. x 45' CMP
End Section Both Ends
Riprap Class 2 Outlet

Ditch profile, RT
(projected)

PLAN AND PROFILE QUINCY JUNCTION ROAD 114+75 to 122+25

115+00 116+00 117+00 118+00 119+00 120+00 121+00 122+00

Profile Grade and
Axis of Rotation

RT EOP

LT EOP

e = -2.00% (LT)
e = -4.80% (LT)
e = -2.00% (RT)
e = +4.80% (RT)

114+78.00 118+68.42 119+47.59 120+03.00 122+28.00

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C4

Scale in feet
25 12.5 0 25 50

N

T24N, R10E, Sec. 7

005-480-001
2035 Quincy Junction Rd
Bradley Ingram

005-290-032
2571 Quincy Junction Rd
Lane & Lisa Labbe

117-320-001
2270 Ridgerun Rd
Richard & Paula Foster, Trustees

005-290-044
2382 Quincy Junction Rd
Victoria Shea, Trustee

6" double yellow stripe

6" solid white edge stripe

Preserve existing gravel access

6" broken white edge stripe

128+57.66, 27.24' LT
Protect pole in place

Remove and install new fence

PI 127+47.13
Δ = 00°43'20" (LT)
R = 30,000.00'
T = 189.11'
L = 378.21'

Remove and install new fence

Remove and install new CA Type P (OM-3L)

PT 123+50.90

PC 125+58.02

PT 129+36.23

123+00 124+00 125+00 126+00 127+00 128+00 129+00

N35°17'46"E

20' UTILITY EASEMENT

SLOPE EASEMENT

20' UTILITY EASEMENT

CLEAR CREEK RD
Remove and install new Clear Creek Rd street name sign Special 2

Protect existing stop sign

Remove and install new fence

Clear Creek Road

W11-15

SHARE THE ROAD

W16-1P

Remove and install new CA Type P (OM-3R)

Remove and reset gate

10'

5'

5'

3,440
3,430
3,420
3,410
3,400

Ditch profile, RT (projected)

-4.80%

Profile grade

-4.80%

Existing ground

Connect to existing ditch

128+92
Remove existing 48" culvert
128+97
Install 48" x 55' CMP
End Sections LT and RT
Riprap class 3 LT
129+77
Remove existing dual 6' x 5' RCB culvert and headwalls
Install 2-40 LF parallel 84" CMP culvert and concrete headwalls LT and RT
Riprap class 6 LT

K = 83
375' VC

129+10.00
3408.83

123+00 124+00 125+00 126+00 127+00 128+00 129+00

PLAN AND PROFILE QUINCY JUNCTION ROAD 122+25 to 129+75

RT EOP
LT EOP
e = -4.80% (LT)
e = +4.80% (RT)
e = -2.00% (LT)
e = -2.00% (RT)
Profile Grade and Axis of Rotation

122+28.00 123+23.01 123+78.42 124+57.59 129+78.00

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C5

Scale in feet
25 12.5 0 25 50

T24N, R10E, Sec. 7

005-290-032
2571 Quincy Junction Rd
Lane & Lisa Labbe

005-290-044
2382 Quincy Junction Rd
Victoria Shea, Trustee

005-290-042
2570 Quincy Junction Rd
Allan & Leon Hansen

Remove and install new CA Type P (OM-3R)

Remove and install new fence

Remove Special 1 sign and replace with W11-15 W16-1P

SHARE THE ROAD

Remove and install new CA Type P (OM-3L)

Remove and install new fence

134+12.22 Suspend roadway construction

Greenhorn Creek Bridge

Remove and reset fence

Remove and install new CA Type P (OM-3R)

137+11.70, 22.00' LT
Protect pole in place

NARROW BRIDGE
W5-2

130+00 131+00 132+00 133+00 134+00 135+00 136+00 137+00

TCE

N34°34'26"E

10'

PC 130+76.93

W11-7

W5-2

NARROW BRIDGE

PI 132+21.63
Δ = 00°24'52" (RT)
R = 40,000.00'
T = 144.70'
L = 289.39'

PT 133+66.32

℄ Quincy Junction Road

6" broken yellow stripe and solid yellow stripe

Remove and install new CA Type P (OM-3R)

Greenhorn Creek

Preserve and protect existing fence

Remove and install new CA Type P (OM-3L)

134+98.53 Resume roadway construction

6" solid white edge stripe

6" broken yellow stripe

ve and gate

Remove and install new CA Type P (OM-3L)

Remove and reset gate

Remove and install new fence

3,430

3,420
3,410
3,400
3,390

134+12.22
3407.53

134+98.53
3407.56

Existing ground

Profile grade

-0.24%

-0.24%

+0.04%

133+56
Remove existing 12" culvert
Install 24" equivalent dia. x 42' CMP
End Sections LT and RT
Riprap class 2 LT

PLAN AND PROFILE QUINCY JUNCTION ROAD 129+75 to 137+25

Profile Grade and Axis of Rotation

LT EOP
RT EOP

e = 1.00% (LT)
e = -1.00% (RT)

129+78.00
133+86.55
133+86.55
133+86.55
135+12.55
137+28.00

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PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C6

005-290-032
T24N, R10E, Sec. 7 2571 Quincy Junction Rd
Lane & Lisa Labbe

PI 144+48.27
Δ = 00°31'57" (LT)
R = 40,000.00'
T = 185.87'
L = 371.74'

Scale in feet
25 12.5 0 25 50

N34°59'18"E

℄ Quincy Junction Road

Remove and install new fence

139+29.56, 21.05' LT
Protect pole in place

138+29.23, 23.03' RT
Protect pole in place

6" broken yellow stripe

140+87.54, 20.38' RT
Protect pole in place

6" solid white edge stripe

PC 142+62.40

143+64.60, 17.79' LT
Protect pole in place

143+56.57, 19.30' RT
Protect pole in place
Pavement marking "STOP"

W11-7

W3-1
Remove and replace

Pavement marking "AHEAD"

005-290-042
2570 Quincy Junction Rd
Allan & Leon Hansen

K = 686
544' VC

Profile grade

Existing ground

+0.04%

+0.84%

141+50.00
3407.81

137+38
Remove existing 36" culvert
Install 36" equivalent dia. x 40' CMP
End Sections LT and RT
Riprap class 3 LT

142+43
Remove existing culvert
Install 24" equivalent dia. x 40' CMP
End Sections LT and RT
Riprap class 2 LT

144+40
Existing triple 36" culverts to remain
Install End Sections RT
Clean culverts

PLAN AND PROFILE QUINCY JUNCTION ROAD 137+25 to 144+75

Profile Grade and Axis of Rotation

137+28.00

144+78.00

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30 April 2024 3:16 PM

PROJECT	SHEET NUMBER
CA FLAP PLU 406(1) QUINCY JUNCTION ROAD	C7

Scale in feet
25 12.5 0 25 50

N

℄ Quincy Junction Road

005-290-032
2571 Quincy Junction Rd
Lane & Lisa Labbe

T24N, R10E, Sec. 7

END PROJECT
END ROADWAY CONSTRUCTION
Quincy Junction Road
151+52.47
N= 1871697.0144
E= 6868891.8483
El.= 3422.80

Saw cut. See Special 401-A

PT 146+34.14

SHARE THE ROAD
W11-15
W16-1P

147+62.69, 21.31' LT
Protect existing tree

Remove and reset mailbox

Protect fence and wall

Remove and replace R2-1

SPEED LIMIT 40

6" double yellow stripe

150+30.78, 22.84' LT
Protect pole in place

145+00 146+00 147+00 148+00 149+00 150+00 151+00

POE 151+68.23

Protect fence and wall

N34°27'21"E

6" broken yellow stripe and solid yellow stripe

146+80.72, 14.83' RT
AT&T to remove pole

Protect existing ditch

Protect existing historic marker sign

144+77.38, 14.65' RT
AT&T to remove pole

145+96.36, 17.94' RT
Protect pole in place

147+69
Clean culvert

Protect existing ditch

6" solid white edge stripe

150+96.61, 17.27' RT
AT&T to remove pole

150+44.52, 21.24' RT
Protect pole in place

148+88.75, 14.93' RT
AT&T to remove pole

148+21.53, 19.32' RT
Protect pole in place

STOP
R1-1
Remove and replace

Pavement marking "STOP" and 12" solid white line

Chandler Road

005-290-042
2570 Quincy Junction Rd
Allan & Leon Hansen

3,430
3,420
3,410
3,400

K = 238
300' VC

Profile grade

+2.10%

+2.10%

+1.89%

Existing ground

Ditch profile, LT
(projected)

146+25.00
3411.78

147+93, LT
Install 18" Equivalent dia. x 30' CMP
End Section Both Ends
Riprap Class 2 Outlet

151+38.23
3422.53

151+52.47
3422.80

PLAN AND PROFILE QUINCY JUNCTION ROAD 144+75 to 151+52.91

145+00 146+00 147+00 148+00 149+00 150+00 151+00

Profile Grade and Axis of Rotation

144+78.00 150+82.59

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1 May 2024 10:32 AM

APPENDIX B

Standard and Project-Specific Environmental Commitments

Table 1-1. Standard Environmental Commitments Summary Table

No.	Standard Environmental Commitments from Standard Specifications (FP-14)	Resource(s)	FP No.[1]
SC-1	Before developing a material source, measure the sediment content of bodies of water adjacent to the work area that will receive drainage from the work area. Perform erosion and sediment control according to the source development plan and the Storm Water Pollution Prevention Plan (SWPPP) or Erosion Control Plan.	Water Quality	FP 105.03
SC-2	Use only approved portions of the right-of-way for storing material or equipment. Provide additional space as needed. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents. Provide security for stored material. Restore Government-provided storage sites to their original condition.	Land Use	FP 105.04
SC-3	Comply with applicable laws, ordinances, safety codes, regulations, orders, and decrees and with permits and agreements obtained by the Government for performing the work that is included in the contract. Obtain additional permits or agreements and modifications to Government-obtained permits or agreements that are required by the Contractor's methods of operation.	All Resources	FP 107.01
SC-4	Do not disturb the area beyond the construction limits. Replace trees, shrubs, or vegetated areas damaged by construction operations as directed.	Vegetation	FP 107.02
SC-5	Do not excavate, remove, damage, alter, or deface any archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should these items be encountered, suspend operations at the discovery site, notify the CO and continue operations in other areas. The CO will inform the Contractor when operations may resume at the discovery site.	Cultural and Paleontological Resources	FP 107.02
SC-6	Before beginning work in an area, contact the local utility locating service to mark the utilities. Protect utilities from construction operations. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.	Utilities	FP 107.02
SC-7	Do not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies. Permits are issued by the U.S. Army Corps of Engineers according to 33 USC § 1344 and delegated by the agency having jurisdiction. If an unauthorized discharge occurs: (a) Prevent further contamination; (b) Notify appropriate authorities and the CO; and (c) Mitigate damages. Construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of the United States. Remove and properly dispose of barrier collected material. Do not revise terms or conditions of permits without the approval of the issuing agency.	Water Quality, Waters of the U.S.	FP 107.10(a)
SC-8	Do not ford running streams with construction equipment. Obtain approval from the CO to use temporary bridges or other structures whenever crossings are necessary.	Water Quality, Waters of the U.S.	SCR 107.10(a)

No.	Standard Environmental Commitments from Standard Specifications (FP-14)	Resource(s)	FP No.[1]
	Immediately clear ephemeral drainages, intermittent and perennial streams, lakes and reservoirs of all work items, debris or other obstructions placed by or resulting from construction operations. Locate machinery servicing and refueling areas away from streambeds and washes to reduce the possibility and minimize the impacts of accidental spills or discharges.		
SC-9	Submit a Spill Prevention, Control, and Countermeasure (SPCC) Plan if required at least 2 days before beginning work. If a SPCC plan is not required, submit a hazardous spill plan at least 2 days before beginning work. Describe preventative measures including the location of refueling and storage facilities and the handling of hazardous material. Describe actions to be taken in case of a spill. Do not use equipment with leaking fluids. Repair equipment fluid leaks immediately. Keep absorbent material manufactured for containment and cleanup of hazardous material on the job site. Notify the CO of hazardous spills.	Hazardous Materials	FP 107.10(b)
SC-10	Sand or soils are not approved absorbent materials. Report the spill to the appropriate federal, state, and local authorities as required by the SPCC plan or hazardous spill plan.	Hazardous Materials	NA
SC-11	Remove dirt, plant, and foreign material from vehicles and equipment before mobilizing to work site. Prevent introduction of noxious weeds and non-native plant species into the work site. Follow applicable Federal land management agency requirements and state requirements. Maintain cleaning and inspection records.	Noxious Weeds	FP 107.10(c)
SC-12	Do not import into the project limits rock, sand, gravel, earth, subsoil, or other natural materials from a Contractor-selected non-commercial materials source that have not been certified free of noxious weeds. Materials imported into the project limits which do not include a noxious weed free certification may be rejected and ordered by the CO to be removed from the project limits. The CO has the discretion of requesting inspection of certified materials by a third party and rejecting the use of the source if noxious weeds or seeds thereof are found to be present.	Noxious Weeds	NA
SC-13	Maintain roadways as follows: • Construct and remove diversion roads and bridges as required by the traffic control plan. • Maintain intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, and other features. • Snow removal to facilitate the work is the Contractor's responsibility; snow removal to provide public access is the responsibility of the maintaining agency and will be performed at the maintaining agency's discretion; allow the maintaining agency access to perform snow removal. • Maintain a dust-free traveled way such that visibility and air quality are not affected, and a hazardous condition is not created. • Remove accumulations of soil and other material from traveled way. • Do not allow water to pond on the traveled way. • Maintain the roadway, detours, and diversions in a safe and acceptable condition.	Traffic, Air Quality	FP 156.05

No.	Standard Environmental Commitments from Standard Specifications (FP-14)	Resource(s)	FP No.[1]
SC-14	Perform construction operations during the hours of daylight (one-half hour after sunrise to one-half hour before sunset). Where night operations are permitted, submit a night lighting system for approval.	Traffic, Visual Quality	FP 156.08
SC-15	Provide soil erosion and sediment control measures according to the contract erosion and sediment control plan, contract permits, Section 107, and this Section. Contract permits amend the requirements of this Section. Do not modify the type, size, or location of controls or practices without approval. The erosion and sediment control plan reflects special concerns and measures to protect resources. An alternate erosion and sediment control or stormwater pollution prevention plan, with necessary permits, may be submitted for approval according to Subsection 104.03. Submit alternate erosion and sediment control proposals at least 30 days before their intended use. When soil erosion and sediment control measures are not functioning as intended, take corrective action to eliminate or minimize pollutants in stormwater discharges from the project. If wood chips are used, do not import without approval from the CO.	Water Quality, Soils	FP 157.04
SC-16	Before grubbing or grading construct sediment controls around the perimeter of the project including filter barriers, diversion, and settling structures. Limit the combined grubbing and grading operations areas to 8 acres (3.2 hectares) of exposed soil at one time. Construct and implement soil erosion and sediment control measures as follows: (a) Construct temporary controls in incremental stages as construction proceeds; (b) Construct temporary slope drains, diversion channels, and earth berms to protect disturbed areas and slopes; (c) When a soil disturbing activity within a portion of the project is complete, apply permanent measures to the finished slopes and ditches within 14 days; (d) When a soil disturbing activity within a portion of the project has temporarily ceased, apply temporary measures within 14 days; (e) Construct outlet protection as soon as culverts or other structures are complete; (f) Construct and maintain soil erosion and sediment controls on and around soil stockpiles; (g) Following each day's grading operations, shape earthwork to minimize and control erosion from stormwater runoff; and (h) Maintain stabilized construction exits to minimize tracking of soil onto existing roads.	Air Quality, Water Quality, Soils	FP 157.05
SC-17	Construct silt fence, berms, and fiber rolls and socks to reduce the velocity of runoff to allow sediment to settle.	Water Quality	FP 157.06
SC-18	Construct sediment retention structures of the following types: (a) Temporary sediment traps. Construct temporary sediment traps to detain runoff from disturbed areas and settle out sediment. Provide outlet protection. (b) Sediment basins. Construct sediment basins to store runoff and settle out sediment for large drainage areas. Excavate and construct sediment basins according to Section 204. Construct riser pipes according to Section 602. Provide outlet protection.	Water Quality	FP 157.07

No.	Standard Environmental Commitments from Standard Specifications (FP-14)	Resource(s)	FP No.[1]
SC-19	Provide an adequate water supply and apply water uniformly across the traveled way as necessary to control dust. Uniformly apply water using pressure-type distributors, pipelines equipped with spray systems, or hoses with nozzles. Control dust within the construction limits as necessary including nights, weekends, and periods of non-work when the project is open to public traffic. When the project is not open to public traffic, control dust in areas of the project that have adjacent residences or businesses. Control dust on approved, active detours established for the project. Apply water at the locations, rates, and frequencies as ordered. Control dust on active haul roads, in pits and staging areas, and on the project during periods not covered above.	Air Quality	FP 158.03
SC-20	Do not damage vegetation designated to remain. If damage occurs, repair or replace the vegetation in an acceptable manner. Where possible, preserve vegetation adjacent to bodies of water. Treat cuts or scarred surfaces of trees and shrubs with tree wound dressing.	Vegetation	FP 201.03
SC-21	Construct structurally adequate debris shields to contain debris within the construction limits. Do not permit debris to enter waterways, travel lanes open to public traffic, or areas designated not to be disturbed. Handle material with lead paint contamination according to Subsection 563.05 (of FP-14).	Water Quality, Hazardous Materials	FP 203.04(b)
SC-22	Apply turf establishment to finished slopes and ditches within 14 days after completion of construction on a portion of the site.	Vegetation	FP 625.03
SC-23	Protect and care for seeded areas including watering when needed. Repair or apply supplemental applications of seed, mulch, fertilizer, and water as many times as needed until turf is established or final acceptance.	Vegetation	FP 625.09
SC-24	Conform to the Federal Seed Act, the Federal Noxious Weed Act, and applicable State and local seed and noxious weed laws.	Vegetation and Noxious Weeds	FP 713.04

[1]U.S. Department of Transportation. Federal Highway Administration. 2014. Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects. Available at: https://highways.dot.gov/federal-lands/specs. Accessed January 2025.

NA= Not applicable

Table 1-2. Project-Specific Environmental Commitments

No.	Commitment	Resource(s)	Responsible Party
EC-1	**Environmentally sensitive area fencing**. All environmentally sensitive areas to be avoided during project activities will be temporarily fenced off, as close to construction limits as possible. Fencing or flagging shall be high-visibility and left in place for the duration of the project. Environmentally sensitive areas include aquatic resources, riparian areas, or special-status species habitat. Exclusion fencing may serve two functions, exclusion of special-status species, and visual marker of the construction limits if it is high-visibility.	Threatened, Endangered, and Sensitive Species / Vegetation	FHWA and Contractor
EC-2	**Worker environmental awareness training.** Prior to the start of any ground disturbance, a qualified biologist will conduct mandatory worker environmental awareness training for construction personnel to inform them of sensitive biological resources and site-specific protective measures required during construction activities. The training will be provided to all new construction personnel added to the project prior to starting work. The training will include information on the special-status species with potential to occur in the project area, including species identification, life history and habitat requirements, regulatory status, and clear instructions on proper implementation of protection measures and the protocol to follow if a special-status species is found within the work area.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-3	**Construction timing.** The following operational limitations will apply to the project: • Night lighting will not be used in the project area. All project activity will terminate 30 minutes before sunset and will not resume until 30 minutes after sunrise. • Work in aquatic habitats will occur in the low flow season between July 15 and October 31.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-4	**Aquatic species surveys and monitoring.** A qualified biologist will conduct preconstruction surveys for NWPT and FYLF no more than two days prior to the start of ground-disturbing activities where suitable habitat exists. The biologist will survey the aquatic and riparian habitat within the project area, extending 500 feet upstream and downstream of the construction area as well as within an 80-foot buffer of each aquatic feature. • If FYLF or NWPT (or their nests) are observed during preconstruction surveys or dewatering, a qualified biologist will be on-site to monitor construction in suitable habitat. • If a NWPT or FYLF is observed within the designated work area, construction activities will cease until the animal leaves of its own	Threatened, Endangered, and Sensitive Species	FHWA and Contractor

No.	Commitment	Resource(s)	Responsible Party
	volition. Under no circumstance will a NWPT or FYLF be harassed, captured, or relocated. • If NWPT nests are identified in the work area during preconstruction surveys, a no-disturbance buffer will be established between the nest and any areas of potential disturbance. Buffers will be clearly marked with temporary fencing. Buffer size will be determined at the biologist's discretion. Construction will not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.		
EC-5	**Exclusion fencing.** Prior to commencement of project activities, exclusion fencing will be installed between the disturbance footprint and FYLF and NWPT suitable habitats. The exclusion fencing will be visibly different from construction fencing to denote the presence of sensitive habitats. In areas where appropriate, the environmentally sensitive area fencing may serve as wildlife exclusion fencing. When this is done, the fencing will be marked to show a difference in function. The exclusion fencing will be inspected daily during active work and after storm events to ensure that it is functional and without defects. The exclusion fencing will have the following properties: • Opaque, non-climbable, and buried at least 6 inches deep. • Properly installed, both trenched in and vertically stout, and regularly maintained to be effective. • At least 3 feet in height. • The top few inches of the exclusion fencing must be folded over and away from the construction area. • Refuge opportunities in the form of fallen logs, leaf litter, or artificial cover boards should be placed along or near the outside of the exclusion fence.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-6	Entanglement/entrapment prevention. • Plastic mono-filament netting or similar material will not be used. • At the end of each working day, all excavated, steep-walled holes or trenches more than 1-foot-deep will be covered with plywood or similar material, or escape ramps (made from earthen fill or wood planks) will be installed.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-7	**Dewatering.** Culverts will be replaced in dry conditions. A qualified biologist will be onsite during active dewatering to ensure no FYLF or NWPT become stranded within the work area. If either species is encountered within the work area, it will be allowed to leave under its own power. If the individual does not	Threatened, Endangered, and Sensitive Species; Water Quality	FHWA and Contractor

No.	Commitment	Resource(s)	Responsible Party
	leave the active work zone, USFWS will be contacted for guidance. Dewatering will proceed in the following manner: • If the water depth in the channel is to the point where the bottom cannot be observed to visually exclude NWPT and FYLF confidently, the biologist will place a block net at the proposed location of one cofferdam and observe the area for 30 minutes. The block net will have a lead line that sinks completely to the bottom of the channel and will float to the top of the water column. After 30 minutes of allowing animals to disperse out of the area, placement of the cofferdams may continue. The block net will not be removed until both cofferdams are placed. • Cofferdams will be constructed of a non-erodible material that does not contain soil or fine sediment. If imported fill must be used, only clean gravel is acceptable. The contractor will determine the final design of the cofferdams in accordance with the contract requirements. • Cofferdams and stream diversions will remain in place and fully functional throughout the construction period. If the cofferdams are not functioning properly, they will be repaired immediately. • Pumps used for dewatering will have appropriately sized screens to prevent the intake of aquatic species. Round openings in the screen will not exceed 3/32-inch diameter, square openings will not exceed 3/32-inch measured diagonally, and slotted openings will not exceed 0.069 inches in width. Approach velocity will not exceed 0.33 feet per second.		
EC-8	**Nesting bird and raptor surveys.** If clearing and/or construction activities occur during the nesting season (February 1 to September 30), then preconstruction surveys to identify active bird nests shall be conducted by a qualified biologist no more than 7 days prior to construction initiation, and for any lapse in project activities of 7 days or more in the nesting season. Surveys will determine the presence or absence of active nest sites within the following distances from the disturbance footprint: • Passerines: Disturbance footprint only, or at the biologist's discretion • Raptors: 500 feet, or within sight of the disturbance footprint, whichever is smaller • Special-status Raptors: ½ mile, or within sight of the disturbance footprint, whichever is smaller. If a lapse in project activities of 7 days or greater occurs for any reason during the bird nesting season, a qualified biologist will perform another survey for	Threatened, Endangered, and Sensitive Species	FHWA and Contractor

No.	Commitment	Resource(s)	Responsible Party
	nesting birds prior to resuming project activities. If feasible, tree and vegetation clearing will be conducted outside the bird nesting season.		
EC-9	**Nest avoidance.** If active nest sites are identified within the survey distances defined in the Nesting Bird and Raptor Surveys measure, a no-disturbance buffer shall be established for all active nest sites prior to commencement of any project-related activities to avoid disturbances to nesting activities. A no-disturbance buffer constitutes a zone in which project-related activities such as vegetation removal, earth moving, and construction cannot occur. The size of no-disturbance buffers would be determined by a qualified biologist based on the species, activities in the vicinity of the nest, and topographic and other visual barriers.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-10	**Bat clearance and avoidance.** Prior to the start of construction activities, a qualified biologist will conduct a preconstruction survey for roosting bats at the existing culverts and around the Greenhorn Creek bridge, as well as a survey of large trees in the disturbance footprint that could provide suitable habitat for bats. The biologist will look for special-status bats and bat sign, including existing roost sites and bat guano deposits, and listen for roosting bats. If potential roosts are found, they will be fenced or flagged for avoidance. If roosts are found in areas that cannot be avoided, then these areas would be left unaffected until the individual(s) have left the area or until they can be relocated or excluded from the area by a qualified biologist in consultation with CDFW.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-11	**Litter Prevention**. All food-related trash items such as wrappers, cans, bottles, and food scraps will be disposed of in securely closed containers and removed at least once a week from the project area. On completion of construction activities, all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes, will be removed and appropriately disposed.	Threatened, Endangered, and Sensitive Species	FHWA and Contractor
EC-12	**Road closures**. Coordinate with Plumas County on roadway closure and detour timing and provide notification to the public of expected roadway closures, delays, and detours.	Recreation; Traffic	FHWA and Contractor
EC-13	**Northwestern pond turtle.** Coordinate with the USFWS to monitor listing and conferencing status for the NWPT to ensure compliance coverage throughout project implementation.	Threatened, Endangered, and Sensitive Species	FHWA

Appendix B COMMENT LETTERS

August 28, 2025

To: Kevin Goss, Supervisor

From: Lane P. Labbe'

Re: Proposed road widening at Quincy Junction Road(QJR)

Dear Kevin,

New England Ranch operates a horse boarding and training facility near the intersection of QJR and Chandler Road. We have grown this operation over the last 25 years to house 23 horses with 3 employees full time and several part-time workers. We support local farriers, veterinarians, trainers, and horse chiropractors and equine wellness professionals. We have been active in 4-H, the County Fair, and have held horse events at our property.

Here are some of our concerns regarding the road widening project:

Comment LL-1

1) There has not been any community outreach regarding this project other than us receiving written notice the project would be proceeding.

Comment LL-2

2) To my knowledge, there has been no formal traffic study completed.

Comment LL-3

3) Widening QJR some 3 feet on each side to make pathways but **not widening** the bridge at Greenhorn Creek creates a safety hazard for pedestrian, equestrians, bikers, and joggers as they must re-enter the roadway in order to

cross the bridge. We have offered the solution of creating separate pedestrian type walkways across Greenhorn Creek. We have not had any response from Plumas County Public Works.

Comment LL-4

4) Studies show that widening roads increases speeds. Traffic increases of 8% to 16% are typical as well. We have offered a solution to increased speeds by lowering the speed limit from Bell Lane to Chandler Road to 35MPH. A comprehensive traffic study should be completed prior to construction to identify potential impacts.

Comment LL-5

5) The North American Valley area has 5 ranches along Chandler Road. Cattle and horses along with Agricultural Equipment are frequently on the road. **Every day** our clients are either walking horses, or riding horses along QJR and Chandler Road. The proposed widening of QJR may actually make it less safe for all users.

Comment LL-6

6) Consider providing for wildlife passage under QJR. There is an opportunity to provide for wildlife passage at Clear Creek by expanding the large box culvert that goes under QJR. This would not be that expensive since the box culvert would need to be expanded to accommodate the road widening. It seems that with a budget of $8M to widen less that 1 mile of roadway would be sufficient to help wildlife. We believe that CA State Law require consideration of wildlife passage opportunities.

Concerns Specific to New England Ranch

Comment LL-7

1) We are uncertain as to how much of our fencing along QJR will need to be replaced.

Comment LL-8

2) We are concerned that the road widening will encroach onto our property give the road base grades/slope requirements. Engineer drawings of the widening have not been made available to the public.

Comment LL-9

3) We don't know who will be funding the replacement of the water spreader wall adjacent to QJR that diverts water into our hayfield. This can impact our hay production in that field.

Comment LL-10

4) The road widening will encroach on our water diversion box/gate concrete structure, which will require it to be moved westerly several feet. Who pays for that?

Comment LL-11

5) We have underground pipes that deliver water from the diversion box/gate to the hayfield. We are unclear as to whether those will have to be removed, and re-located. Who pays for that?

Thank you for your time and consideration.

_____ _____

Lane P. Labbe' Lisa M. Labbe'

Haggerty, Nicole@Wildlife

From: Hosea, Robert@Wildlife
Sent: Monday, September 15, 2025 1:23 PM
To: Thorman, Rob
Cc: Wildlife R2 CEQA
Subject: CA FLAP PLU 406(1) Quincy Junction Road Project- Request for Comments

Dear Robert Thorman:

The California Department of Fish and Wildlife (CDFW) received and reviewed the Request for Comments from Plumas County Department of Public Works for the CA FLAP PLU 406(1) Quincy Junction Road Project (Project) in Plumas County pursuant the California Environmental Quality Act (CEQA) statute and guidelines.[1]

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may need to exercise its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly for purposes of CEQA, CDFW provides, as available, biological expertise during public agency environmental review efforts, focusing specifically on Projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW may also act as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) The Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), related authorization as provided by the Fish and Game Code will be required. CDFW also administers the Native Plant Protection Act, Natural Community Conservation Program, and other provisions of the Fish and Game Code that afford protection to California's fish and wildlife resources.

PROJECT DESCRIPTION SUMMARY

The Project site is located on Quincy Junction Road between Quincy Junction and the town of Quincy in Plumas County

The Project consists of roadway improvements and widening of approximately 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road. Drainage improvements include replacement of approximately 14 existing roadway culverts, installation of new culverts where needed to accommodate roadway widening and transitions to existing driveways, and graded roadway ditches to facilitate proper drainage. The existing box culvert at Clear Creek, a tributary to Greenhorn Creek, would be replaced with a hydraulically equivalent culvert to accommodate the roadway widening.

IMPACT ANALYSIS AND MITIGATION MEASURES

Comment CDFW1

CDFW is concerned based on the information provided in the environmental document that the proposed Project may result in direct, indirect and cumulative adverse impacts to biological resources within the Project area including Greater Sandhill Cranes (*Antigone canadensis tabida*) and Bank Swallows (*Riparia riparia*) which are known to occur within the project area.

Threatened, Endangered, Candidate Species

The Project area as shown in the information provided includes habitat for State and federally listed species. If, during the environmental analysis for the Project, it is determined that the Project may have the potential to result in "take", as defined in the Fish & G. Code, section 86, of a State-listed species, an Incidental Take Permit (ITP) or a consistency determination (Fish & G. Code, §§ 2080.1 & 2081) may be required prior to starting construction activities.

CDFW encourages early coordination to determine appropriate measures to offset Project impacts and facilitate future permitting processes and to coordinate with the U.S. Fish and Wildlife Service to coordinate specific measures if federally listed species are present within the Project limits.

Jurisdictional Delineation and Wetlands

Comment CDFW2

The Project Area includes areas under CDFW's jurisdiction per section 1602 of the Fish & G. Code. These areas include all perennial, intermittent, and ephemeral rivers, streams, and lakes, including ponds and drainages, in the State and any habitats supported by these features such as wetlands and riparian habitats. In addition, the Project Description includes placement of numerous culverts under the roadway including replacement of an existing box culvert for Clear Creek. As such, Plumas County will need to file a Notification of Lake or Streambed Alteration (LSA Notification) with CDFW prior to the onset of construction related activities. Please note that the CDFW definition of wetlands, as well as extent of the jurisdictional areas, differ from other agencies such the U.S. Army Corps of Engineers or the Regional Water Quality Control Board.

Migratory Birds and Birds of Prey

Comment CDFW3

Migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) (16 U.S.C., §§ 703-712). CDFW implemented the MBTA by adopting the Fish & G. Code section 3513. Fish & G. Code sections 3503, 3503.5 and 3800 provide additional protection to nongame birds, birds of prey, their nests, and eggs. Potential habitat for nesting birds and birds of prey is present within the Project area. The proposed Project should disclose, as part of the LSA Notification, all potential activities that may incur a direct or indirect take to nongame nesting birds within the Project footprint and its close vicinity. Appropriate avoidance, minimization, and/or mitigation measures to avoid take must be included in the project description. Measures to avoid the impacts would include species specific work windows, biological monitoring, installation of noise attenuation barriers, etc.

FILING FEES

Comment CDFW4

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the fee is required in

order for the underlying Project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSION

Comment CDFW5

Pursuant to Public Resources Code §21092 and §21092.2, CDFW requests written notification of proposed actions and pending decisions regarding the proposed project. Written notifications shall be directed to: California Department of Fish and Wildlife North Central Region, 1701 Nimbus Road, Rancho Cordova, CA 95670 or emailed to R2CEQA@wildlife.ca.gov.

CDFW appreciates the opportunity to provide early comments on the Project and to assist in identifying and mitigating Project impacts on biological resources. CDFW personnel are available for consultation regarding biological resources and strategies to minimize impacts. Questions regarding this letter or further coordination should be directed to Robert Hosea, Environmental Scientist at (530) 708-1199 or robert.hosea@wildlife.ca.gov.

Sincerely,
Robert (Bob) Hosea, Environmental Scientist
North Central Region, Habitat Conservation Program
California Department of Fish and Wildlife
(530) 708-1199

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

Appendix C MITIGATED NEGATIVE DECLARATION

MITIGATED NEGATIVE DECLARATION

CA FLAP PLU 406(1) QUINCY JUNCTION ROAD PROJECT
STATE CLEARINGHOUSE NO. 2025081338

SUBJECT

CA FLAP PLU 406(1) Quincy Junction Road Project

PROJECT DESCRIPTION

The Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), in cooperation with the Plumas County Department of Public Works (County), is proposing the CA FLAP PLU 406(1) Quincy Junction Road Project (project).

The project includes roadway improvements and widening of approximately 1.0 mile of Quincy Junction Road from Bell Lane to Chandler Road. The roadway would be widened to a paved width of 30 feet, which allows for two 11-foot-wide travel lanes and 4-foot-wide shoulders on each side. The project also includes the rehabilitation of the existing pavement, minor drainage improvements, utility relocations, and new cut/fill slopes. Pavement rehabilitation is anticipated to be a full-depth reclamation method, where the existing roadway material would be pulverized and blended in place, compacted, and then new asphalt concrete pavement would be placed over the full-depth reclamation material. Approach roads and driveways would be resurfaced or paved to transition and match the new roadway conditions. Rock cut slopes are anticipated through the middle section of the project area to minimize the extent of adjacent property impacts due to the existing steep slopes. Clear zone improvements are anticipated with the addition of the 4-foot shoulder, but improvements beyond that may be isolated to limit impacts on adjacent properties. New pavement markings and safety signage would also be installed.

Proposed drainage improvements include replacement of approximately 14 existing roadway culverts, installation of new culverts where needed to accommodate roadway widening and transitions to existing driveways, and graded roadway ditches to facilitate proper drainage. The existing box culvert at Clear Creek, a tributary to Greenhorn Creek, would be replaced with a hydraulically equivalent culvert to accommodate the roadway widening. Culverts that contain water at the time of construction would be dewatered prior to replacement. Due to excellent visibility and a short length across the Greenhorn Creek bridge, the proposed roadway shoulder would taper to match the narrower existing bridge shoulder to avoid impacts on the existing structure. Advance warning traffic signs would be installed at this location to advise roadway users of the narrower shoulder. No work in Greenhorn Creek is proposed.

The estimated area of disturbance (project area) is approximately 8.13 acres encompassing the existing road, adjacent areas subject to disturbance, and staging areas along the road.

Construction of the proposed road improvements is scheduled for 2026 and would last one construction season, with work likely starting in spring and finishing in fall. Work in aquatic habitats (culvert replacement and cleaning, headwall extension, and riprap placement at culvert inlet and outlets) would be confined to the low flow season between July 15 and October 31. No night work is proposed for the

project, though construction staging areas and storage may have security lighting which would be directed downward to avoid light impacts on adjoining properties. The construction timing is subject to change based on the availability of funding and receipt of approvals for the project. Traffic delays and short-term road closures are anticipated, with traffic delays being limited to 30 minutes or less. A short-term road closure of approximately three weeks is anticipated for replacement of the Clear Creek box culvert. A traffic detour would be provided during the full road closure at the creek crossing. The detour for through traffic will direct drivers along Chandler Road east to State Route 70 to Lee Road to Bell Lane. Advance notice will be provided for through traffic on Quincy Junction Road.

Existing right-of-way for Quincy Junction Road in the project corridor varies between approximately 60 feet to 100 feet. One partial, permanent right-of-way acquisition (consisting of 10 feet along the frontage of APN 117-022-06 totaling 1,300 square feet) is anticipated for the project. The remainder of the permanent roadway improvements associated with the project would be within the existing Plumas County right-of-way. Temporary construction easements are anticipated on approximately 11 parcels along Quincy Junction Road to provide for construction access and temporary disturbances outside of the right-of-way. No temporary or permanent relocations of utilities are required.

FHWA-CFLHD will retain a construction contractor for the project. The contractor will be responsible for implementing standard construction practices and best management practices (BMP) in accordance with FHWA's Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14) and Special Contract Requirements specific to this project, and for complying with applicable permits and authorizations, including the environmental commitments identified for this project.

The project is federally funded through the Federal Lands Access Program (FLAP), with financing allocated from the Federal Highway Trust Fund. FHWA-CFLHD will be completing environmental studies and preparing National Environmental Policy Act (NEPA) documentation for the project.

ENVIRONMENTAL SETTING

The approximately 8.13-acre project area largely consists of the existing Quincy Junction Road and road right-of-way (ROW). The project alignment intersects Greenhorn Creek, a perennial stream north of Mill Creek. The area is characterized by rural development with farmland at the north and south ends and coniferous forest in the middle. Elevation in the survey area is approximately 3,405 feet above sea level at the south end, 3,438 feet above sea level in the center, and 3,425 feet above sea level at the north end.

The topography along Quincy Junction Road is a graded road prism that runs through agricultural fields and meadows. Greenhorn Creek flows under a two-lane bridge to cross Quincy Junction Road. The topography along Greenhorn Creek is mostly steep earthen banks with some gravel bars. Downstream of the project area, the stream widens into a floodplain. Most of the upland portions of the project area are converted wet meadows and grasslands that are now maintained for pasture or agriculture.

Land use in the surrounding area is predominantly agriculture, rural residential development, and mountainous open space. The open grassland areas along Quincy Junction Road are actively managed pastures for grazing horses. The culvert that will be left in place at station 144+40 (Figure 2) flows into a manufactured stock pond to serve the pasturelands in the area. The U.S. Forest Service's Plumas National Forest boundary is about 0.25 mile north of the project area.

FINDINGS AND DETERMINATION

Plumas County conducted an Initial Study that determined that the proposed project could have significant environmental effects on biological resources. Implementation of specific mitigation measures identified below will avoid or mitigate the potentially significant environmental effects identified, and the preparation of an environmental impact report will not be required. If there are substantial changes that alter the character or impacts of the proposed project, another environmental impact determination will be necessary.

Prior to approval of the project, the lead agency may conclude, at a public hearing, that certain mitigation measures identified in the Mitigated Negative Declaration are infeasible or undesirable. In accordance with California Environmental Quality Act (CEQA) Section 15074.1, the lead agency may delete those mitigation measures and substitute other measures that it determines are equivalent or more effective. The lead agency would adopt written findings that the new measure(s) is(are) equivalent or more effective in mitigating or avoiding potential significant effects and that it would not cause any potentially significant effect on the environment.

1) Based on the whole record (including the Initial Study and any supporting documentation) and the mitigation measures incorporated into the project, Plumas County has determined that there is no substantial evidence that the project will have a significant effect on the environment.

2) The Mitigated Negative Declaration, with its supporting documentation, reflects the independent judgment and analysis of the lead agency, which is Plumas County.

DOCUMENTATION

The Initial Study documents the reasons to support the above determination.

MITIGATION MEASURES

The following mitigation measures (i.e., environmental commitments) will be incorporated into the project to minimize potential effects on biological resources.

EC-1: Environmentally sensitive area fencing. All environmentally sensitive areas to be avoided during project activities will be temporarily fenced off, as close to construction limits as possible. Fencing or flagging shall be high-visibility and left in place for the duration of the project. Environmentally sensitive areas include aquatic resources, riparian areas, or special-status species habitat. Exclusion fencing may serve two functions, exclusion of special-status species, and visual marker of the construction limits if it is high-visibility.

EC-2: Worker environmental awareness training. Prior to the start of any ground disturbance, a qualified biologist will conduct mandatory worker environmental awareness training for construction personnel to inform them of sensitive biological resources and site-specific protective measures required during construction activities. The training will be provided to all new construction personnel added to the project prior to starting work.

The training will include information on the special-status species with potential to occur in the project area, including species identification, life history and habitat requirements, regulatory status, and clear instructions on proper implementation of protection measures and the protocol to follow if a special-status species is found within the work area.

EC-3: Construction timing. The following operational limitations will apply to the project:

- Night lighting will not be used in the project area. All project activity will terminate 30 minutes before sunset and will not resume until 30 minutes after sunrise.
- Work in aquatic habitats will occur in the low flow season between July 15 and October 31.

EC-4: Aquatic species surveys and monitoring. A qualified biologist will conduct preconstruction surveys for NWPT and FYLF no more than two days prior to the start of ground-disturbing activities where suitable habitat exists. The biologist will survey the aquatic and riparian habitat within the project area, extending 500 feet upstream and downstream of the construction area as well as within an 80-foot buffer of each aquatic feature.

- If FYLF or NWPT (or their nests) are observed during preconstruction surveys or dewatering, a qualified biologist will be on-site to monitor construction in suitable habitat.
- If a NWPT or FYLF is observed within the designated work area, construction activities will cease until the animal leaves of its own volition. Under no circumstance will a NWPT or FYLF be harassed, captured, or relocated.
- If NWPT nests are identified in the work area during preconstruction surveys, a no-disturbance buffer will be established between the nest and any areas of potential disturbance. Buffers will be clearly marked with temporary fencing. Buffer size will be determined at the biologist's discretion. Construction will not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.

EC-5: Exclusion fencing. Prior to commencement of project activities, exclusion fencing will be installed between the disturbance footprint and FYLF and NWPT suitable habitats. The exclusion fencing will be visibly different from construction fencing to denote the presence of sensitive habitats. In areas where appropriate, the environmentally sensitive area fencing may serve as wildlife exclusion fencing. When this is done, the fencing will be marked to show a difference in function. The exclusion fencing will be inspected daily during active work and after storm events to ensure that it is functional and without defects. The exclusion fencing will have the following properties:

- Opaque, non-climbable, and buried at least 6 inches deep.
- Properly installed, both trenched in and vertically stout, and regularly maintained to be effective.
- At least 3 feet in height.
- The top few inches of the exclusion fencing must be folded over and away from the construction area.
- Refuge opportunities in the form of fallen logs, leaf litter, or artificial cover boards should be placed along or near the outside of the exclusion fence.

EC-6: **Entanglement/entrapment prevention.**

- Plastic mono-filament netting or similar material will not be used.
- At the end of each working day, all excavated, steep-walled holes or trenches more than 1- foot-deep will be covered with plywood or similar material, or escape ramps (made from earthen fill or wood planks) will be installed.

EC-7: Dewatering. Culverts will be replaced in dry conditions. A qualified biologist will be onsite during active dewatering to ensure no FYLF or NWPT become stranded within the work area. If either species is encountered within the work area, it will be allowed to leave under its own power. If the individual does not leave the active work zone, USFWS will be contacted for guidance. Dewatering will proceed in the following manner:

- If the water depth in the channel is to the point where the bottom cannot be observed to visually exclude NWPT and FYLF confidently, the biologist will place a block net at the proposed location of one cofferdam and observe the area for 30 minutes. The block net will have a lead line that sinks completely to the bottom of the channel and will float to the top of the water column. After 30 minutes of allowing animals to disperse out of the area, placement of the cofferdams may continue. The block net will not be removed until both cofferdams are placed.
- Cofferdams will be constructed of a non-erodible material that does not contain soil or fine sediment. If imported fill must be used, only clean gravel is acceptable. The contractor will determine the final design of the cofferdams in accordance with the contract requirements.
- Cofferdams and stream diversions will remain in place and fully functional throughout the construction period. If the cofferdams are not functioning properly, they will be repaired immediately.
- Pumps used for dewatering will have appropriately sized screens to prevent the intake of aquatic species. Round openings in the screen will not exceed 3/32-inch diameter, square openings will not exceed 3/32-inch measured diagonally, and slotted openings will not exceed 0.069 inches in width. Approach velocity will not exceed 0.33 feet per second.

EC-8: Nesting bird and raptor surveys. If clearing and/or construction activities occur during the nesting season (February 1 to September 30), then preconstruction surveys to identify active bird nests shall be conducted by a qualified biologist no more than 7 days prior to construction initiation, and for any lapse in project activities of 7 days or more in the nesting season. Surveys will determine the presence or absence of active nest sites within the following distances from the disturbance footprint:

- Passerines: Disturbance footprint only, or at the biologist's discretion
- Raptors: 500 feet, or within sight of the disturbance footprint, whichever is smaller
- Special-status Raptors: ½ mile, or within sight of the disturbance footprint, whichever is smaller.

If a lapse in project activities of 7 days or greater occurs for any reason during the bird nesting season, a qualified biologist will perform another survey for nesting birds prior to resuming project activities. If feasible, tree and vegetation clearing will be conducted outside the bird nesting season.

EC-9: Nest avoidance. If active nest sites are identified within the survey distances defined in the Nesting Bird and Raptor Surveys measure, a no-disturbance buffer shall be established for all active nest

sites prior to commencement of any project-related activities to avoid disturbances to nesting activities. A no-disturbance buffer constitutes a zone in which project-related activities such as vegetation removal, earth moving, and construction cannot occur. The size of no-disturbance buffers would be determined by a qualified biologist based on the species, activities in the vicinity of the nest, and topographic and other visual barriers.

EC-10: Bat clearance and avoidance. Prior to the start of construction activities, a qualified biologist will conduct a preconstruction survey for roosting bats at the existing culverts and around the Greenhorn Creek bridge, as well as a survey of large trees in the disturbance footprint that could provide suitable habitat for bats. The biologist will look for special-status bats and bat sign, including existing roost sites and bat guano deposits, and listen for roosting bats. If potential roosts are found, they will be fenced or flagged for avoidance. If roosts are found in areas that cannot be avoided, then these areas would be left unaffected until the individual(s) have left the area or until they can be relocated or excluded from the area by a qualified biologist in consultation with CDFW.

EC-11: **Litter Prevention.** All food-related trash items such as wrappers, cans, bottles, and food scraps will be disposed of in securely closed containers and removed at least once a week from the project area. On completion of construction activities, all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes, will be removed and appropriately disposed.

EC-12: Road closures. Coordinate with Plumas County on roadway closure and detour timing and provide notification to the public of expected roadway closures, delays, and detours.

EC-13: Northwestern pond turtle. Coordinate with the USFWS to monitor listing and conferencing status for the NWPT to ensure compliance coverage throughout project implementation.

PUBLIC REVIEW DISTRIBUTION

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

- State Clearinghouse
- Plumas County Clerk
- California Department of Fish and Wildlife Region 2
- California Department of Forestry and Fire Protection
- Central Valley Regional Water Quality Control Board
- California Highway Patrol
- Native American Heritage Commission
- State Office of Historic Preservation
- All property owners within 300 feet of the project area boundary

PUBLIC REVIEW

(X) Draft document referred for comments — August 28, 2025–September 26, 2025 (Date)

( ) No comments were received during the public review period.

( ) Comments were received but did not address the draft Mitigated Negative Declaration findings or the accuracy/completeness of the Initial Study. No response is necessary.

(X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public review period. The letters were addressed.

Copies of the Mitigated Negative Declaration, the Initial Study, documentation materials, and the Mitigation Monitoring Program may be obtained at the Department of Public Works, Plumas County, 1834 East Main Street, Quincy, CA 95971. Contact: Robert Thorman, Director, (530) 283-6268 or robthorman@countyofplumas.com

Date of Draft Report: August 28, 2025

By:

Name/Title: Robert Thorman, Director
Plumas County Public Works Department

Date of Final Report: 10/27/2025

Appendix D MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

CA FLAP PLU 406(1) QUINCY JUNCTION ROAD PROJECT
State Clearinghouse No. 2025081338

MITIGATION MONITORING AND REPORTING PROGRAM CONTENTS

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the CA FLAP PLU 406(1) Quincy Junction Road Project (project). The MMRP includes a brief discussion of the legal basis for, and the purpose of, the program, discussion, and direction regarding complaints about noncompliance; a key to understanding the monitoring matrix; and the monitoring matrix.

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING AND REPORTING PROGRAM

California Public Resources Code Section 21081.6 requires public agencies to adopt mitigation monitoring and reporting programs whenever certifying an environmental impact report (EIR) or adopting a mitigated negative declaration (MND). This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the Initial Study/Mitigated Negative Declaration prepared for the project. It is intended to be used by Plumas County Department of Public Works (County) staff, the Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD) staff, participating agencies, project contractors, and mitigation monitoring personnel during implementation of the project.

Mitigation is defined by CEQA Guidelines Section 15370 as a measure that does any of the following:

- Avoids impacts altogether by not taking a certain action or parts of an action.
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation.
- Rectifies impacts by repairing, rehabilitating, or restoring the impacted environment.
- Reduces or eliminates impacts over time by preservation and maintenance operations during the life of the project.
- Compensates for impacts by replacing or providing substitute resources or environments.

The intent of the MMRP is to provide for the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP will provide for monitoring of construction activities as necessary, onsite identification and resolution of environmental problems, and proper reporting to County and FWHA-CFLHD staff.

In addition to meeting the CEQA mitigation monitoring and reporting requirements, this MMRP also identifies the FHWA-CFLHD Standard Environmental Commitments that have been incorporated into the project. These Standard Environmental Commitments are a part of the project design and FHWA-CFLHD requirements, but they do not constitute mitigation under CEQA as they have not been incorporated to reduce a potentially significant impact.

FHWA-CFLHD STANDARD ENVIRONMENTAL COMMITMENTS AND PROJECT-SPECIFIC ENVIRONMENTAL COMMITMENTS (MITIGATION MEASURES)

The tables on the following pages identify the FHWA-CFLHD Standard Environmental Commitments and Project-Specific Environmental Commitments that will be implemented as part of the project.

The Standard Environmental Commitments are standard measures that are implemented for all projects in accordance with FHWA-CFLHD requirements; and are not identified as mitigation measures in the Initial Study. The Standard Environmental Commitments are included in this MMRP for informational purposes.

The Project-Specific Environmental Commitments have been developed to reduce potentially significant impacts associated with the project to less-than-significant levels. The measures are identified as CEQA mitigation measures in the Initial Study.

Each table has the following columns:

- **Number (No.):** Lists the specific number associated with the Standard Environmental Commitment or Project-Specific Environmental Commitment (Mitigation Measures) as identified in the Initial Study.
- **Standard Environmental Commitment / Mitigation Measure:** Provides the text of the Standard Environmental Commitment or Project-Specific Environmental Commitment (Mitigation Measure) as identified in the Initial Study.
- **Timing / Implementation:** Identifies at what phase of the project the measures will be implemented (e.g., preconstruction, construction, postconstruction).
- **Enforcement/ Monitoring:** Identifies the party or parties responsible for implementing and verifying the implementation of the measure.
- **Verification:** Spaces to be initialed and dated by the individual designated to verify implementation/completion of the measure.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures and commitments associated with the project. The complaint shall be directed to the County in written form, providing specific information on the asserted violation. The County shall investigate and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the County shall take appropriate action to remedy any violation. The compliant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue.

FHWA-CFLHD STANDARD ENVIRONMENTAL COMMITMENTS AND PROJECT-SPECIFIC ENVIRONMENTAL COMMITMENTS (MITIGATION MEASURES) FOR THE CA FLAP PLU 406(1) QUINCY JUNCTION ROAD PROJECT MITIGATION MONITORING AND REPORTING PROGRAM State Clearinghouse No. 2025081338

FHWA-CFLHD STANDARD ENVIRONMENTAL COMMITMENTS

In accordance with FHWA-CFLHD requirements, the following Standard Environmental Commitments have been incorporated into the project to protect environmental resources. These Standard Environmental Commitments are a part of the project design and FHWA-CFLHD requirements, but they do not constitute mitigation under CEQA as they have not been incorporated to reduce a potentially significant impact.

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-1	Before developing a material source, measure the sediment content of bodies of water adjacent to the work area that will receive drainage from the work area. Perform erosion and sediment control according to the source development plan and the Storm Water Pollution Prevention Plan (SWPPP) or Erosion Control Plan.	Preconstruction/ Construction	FWHA/ Construction Management	
SC-2	Use only approved portions of the right-of-way for storing material or equipment. Provide additional space as needed. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents. Provide security for stored material. Restore Government-provided storage sites to their original condition.	Construction/ Postconstruction	FWHA/ Construction Management	
SC-3	Comply with applicable laws, ordinances, safety codes, regulations, orders, and decrees and with permits and agreements obtained by the Government for performing the work that is included in the contract. Obtain additional permits or agreements and modifications to Government-obtained permits or agreements that are required by the Contractor's methods of operation.	Preconstruction/ Construction	FWHA/ Construction Management	
SC-4	Do not disturb the area beyond the construction limits. Replace trees, shrubs, or vegetated areas damaged by construction operations as directed.	Construction/ Postconstruction	FWHA/ Construction Management	
SC-5	Do not excavate, remove, damage, alter, or deface any archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should these items be encountered, suspend operations at the discovery site, notify the CO and continue operations in other areas. The CO will inform the Contractor when operations may resume at the discovery site.	Construction	FWHA/ Construction Management	

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-6	Before beginning work in an area, contact the local utility locating service to mark the utilities. Protect utilities from construction operations. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.	Preconstruction/ Construction	FWHA/ Construction Management	
SC-7	Do not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies. Permits are issued by the U.S. Army Corps of Engineers according to 33 USC § 1344 and delegated by the agency having jurisdiction. If an unauthorized discharge occurs: (a) Prevent further contamination; (b) Notify appropriate authorities and the CO; and (c) Mitigate damages. Construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of the United States. Remove and properly dispose of barrier collected material. Do not revise terms or conditions of permits without the approval of the issuing agency.	Construction/ Postconstruction	FWHA/ Construction Management	
SC-8	Do not ford running streams with construction equipment. Obtain approval from the CO to use temporary bridges or other structures whenever crossings are necessary. Immediately clear ephemeral drainages, intermittent and perennial streams, lakes and reservoirs of all work items, debris or other obstructions placed by or resulting from construction operations. Locate machinery servicing and refueling areas away from streambeds and washes to reduce the possibility and minimize the impacts of accidental spills or discharges.	Construction	FWHA/ Construction Management	
SC-9	Submit a Spill Prevention, Control, and Countermeasure (SPCC) Plan if required at least 2 days before beginning work. If a SPCC plan is not required, submit a hazardous spill plan at least 2 days before beginning work. Describe preventative measures including the location of refueling and storage facilities and the handling of hazardous material. Describe actions to be taken in case of a spill. Do not use equipment with leaking fluids. Repair equipment fluid leaks immediately. Keep absorbent material manufactured for containment and cleanup of hazardous material on the job site. Notify the CO of hazardous spills.	Preconstruction/ Construction	FWHA/ Construction Management	
SC-10	Sand or soils are not approved absorbent materials. Report the spill to the appropriate federal, state, and local authorities as required by the SPCC plan or hazardous spill plan.	Construction	FWHA/ Construction Management	

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-11	Remove dirt, plant, and foreign material from vehicles and equipment before mobilizing to work site. Prevent introduction of noxious weeds and non-native plant species into the work site. Follow applicable Federal land management agency requirements and state requirements. Maintain cleaning and inspection records.	Construction	FWHA/ Construction Management	
SC-12	Do not import into the project limits rock, sand, gravel, earth, subsoil, or other natural materials from a Contractor-selected non-commercial materials source that have not been certified free of noxious weeds. Materials imported into the project limits which do not include a noxious weed free certification may be rejected and ordered by the CO to be removed from the project limits. The CO has the discretion of requesting inspection of certified materials by a third party and rejecting the use of the source if noxious weeds or seeds thereof are found to be present.	Construction	FWHA/ Construction Management	
SC-13	Maintain roadways as follows: • Construct and remove diversion roads and bridges as required by the traffic control plan. • Maintain intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, and other features. • Snow removal to facilitate the work is the Contractor's responsibility; snow removal to provide public access is the responsibility of the maintaining agency and will be performed at the maintaining agency's discretion; allow the maintaining agency access to perform snow removal. • Maintain a dust-free traveled way such that visibility and air quality are not affected, and a hazardous condition is not created. • Remove accumulations of soil and other material from traveled way. • Do not allow water to pond on the traveled way. Maintain the roadway, detours, and diversions in a safe and acceptable condition.	Construction	FWHA/ Construction Management	
SC-14	Perform construction operations during the hours of daylight (one-half hour after sunrise to one-half hour before sunset). Where night operations are permitted, submit a night lighting system for approval.	Construction	FWHA/ Construction Management	

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-15	Provide soil erosion and sediment control measures according to the contract erosion and sediment control plan, contract permits, Section 107, and this Section. Contract permits amend the requirements of this Section. Do not modify the type, size, or location of controls or practices without approval. The erosion and sediment control plan reflects special concerns and measures to protect resources. An alternate erosion and sediment control or stormwater pollution prevention plan, with necessary permits, may be submitted for approval according to Subsection 104.03. Submit alternate erosion and sediment control proposals at least 30 days before their intended use. When soil erosion and sediment control measures are not functioning as intended, take corrective action to eliminate or minimize pollutants in stormwater discharges from the project. If wood chips are used, do not import without approval from the CO.	Preconstruction/ Construction	FWHA/ Construction Management	
SC-16	Before grubbing or grading construct sediment controls around the perimeter of the project including filter barriers, diversion, and settling structures. Limit the combined grubbing and grading operations areas to 8 acres (3.2 hectares) of exposed soil at one time. Construct and implement soil erosion and sediment control measures as follows: (a) Construct temporary controls in incremental stages as construction proceeds; (b) Construct temporary slope drains, diversion channels, and earth berms to protect disturbed areas and slopes; (c) When a soil disturbing activity within a portion of the project is complete, apply permanent measures to the finished slopes and ditches within 14 days; (d) When a soil disturbing activity within a portion of the project has temporarily ceased, apply temporary measures within 14 days; (e) Construct outlet protection as soon as culverts or other structures are complete; (f) Construct and maintain soil erosion and sediment controls on and around soil stockpiles; (g) Following each day's grading operations, shape earthwork to minimize and control erosion from stormwater runoff; and (h) Maintain stabilized construction exits to minimize tracking of soil onto existing roads.	Construction	FWHA/ Construction Management	
SC-17	Construct silt fence, berms, and fiber rolls and socks to reduce the velocity of runoff to allow sediment to settle.	Construction	FWHA/ Construction Management	

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-18	Construct sediment retention structures of the following types: (a) Temporary sediment traps. Construct temporary sediment traps to detain runoff from disturbed areas and settle out sediment. Provide outlet protection. (b) Sediment basins. Construct sediment basins to store runoff and settle out sediment for large drainage areas. Excavate and construct sediment basins according to Section 204. Construct riser pipes according to Section 602. Provide outlet protection.	Construction	FWHA/ Construction Management	
SC-19	Provide an adequate water supply and apply water uniformly across the traveled way as necessary to control dust. Uniformly apply water using pressure-type distributors, pipelines equipped with spray systems, or hoses with nozzles. Control dust within the construction limits as necessary including nights, weekends, and periods of non-work when the project is open to public traffic. When the project is not open to public traffic, control dust in areas of the project that have adjacent residences or businesses. Control dust on approved, active detours established for the project. Apply water at the locations, rates, and frequencies as ordered. Control dust on active haul roads, in pits and staging areas, and on the project during periods not covered above.	Construction	FWHA/ Construction Management	
SC-20	Provide an adequate water supply and apply water uniformly across the traveled way as necessary to control dust. Uniformly apply water using pressure-type distributors, pipelines equipped with spray systems, or hoses with nozzles.	Construction	FWHA/ Construction Management	
SC-21	Control dust within the construction limits as necessary including nights, weekends, and periods of non-work when the project is open to public traffic. When the project is not open to public traffic, control dust in areas of the project that have adjacent residences or businesses. Control dust on approved, active detours established for the project. Apply water at the locations, rates, and frequencies as ordered.	Construction	FWHA/ Construction Management	
SC-22	Control dust on active haul roads, in pits and staging areas, and on the project during periods not covered above.	Construction	FWHA/ Construction Management	
SC-23	Provide an adequate water supply and apply water uniformly across the traveled way as necessary to control dust. Uniformly apply water using pressure-type distributors, pipelines equipped with spray systems, or hoses with nozzles.	Construction	FWHA/ Construction Management	

No.	Standard Environmental Commitment	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
SC-24	Control dust within the construction limits as necessary including nights, weekends, and periods of non-work when the project is open to public traffic. When the project is not open to public traffic, control dust in areas of the project that have adjacent residences or businesses. Control dust on approved, active detours established for the project. Apply water at the locations, rates, and frequencies as ordered.	Construction	FWHA/ Construction Management	

CALIFORNIA ENVIRONMENTAL QUALITY ACT MITIGATION MEASURES

The following Project-Specific Environmental Commitments will be implemented during project construction. These measures have been identified in the Initial Study to reduce potentially significant impacts to less-than-significant levels and are mitigation measures under CEQA.

No.	Mitigation Measure	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
EC-1	**Environmentally sensitive area fencing**. All environmentally sensitive areas to be avoided during project activities will be temporarily fenced off, as close to construction limits as possible. Fencing or flagging shall be high-visibility and left in place for the duration of the project. Environmentally sensitive areas include aquatic resources, riparian areas, or special-status species habitat. Exclusion fencing may serve two functions, exclusion of special-status species, and visual marker of the construction limits if it is high-visibility.	Construction	FHWA and Contractor, and Plumas County	
EC-2	**Worker environmental awareness training.** Prior to the start of any ground disturbance, a qualified biologist will conduct mandatory worker environmental awareness training for construction personnel to inform them of sensitive biological resources and site-specific protective measures required during construction activities. The training will be provided to all new construction personnel added to the project prior to starting work. The training will include information on the special-status species with potential to occur in the project area, including species identification, life history and habitat requirements, regulatory status, and clear instructions on proper implementation of protection measures and the protocol to follow if a special-status species is found within the work area.	Preconstruction	FHWA and Contractor, and Plumas County	
EC-3	**Construction timing.** The following operational limitations will apply to the project: • Night lighting will not be used in the project area. All project activity will terminate 30 minutes before sunset and will not resume until 30 minutes after sunrise. • Work in aquatic habitats will occur in the low flow season between July 15 and October 31.	Construction	FHWA and Contractor, and Plumas County	

No.	Mitigation Measure	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
EC-4	**Aquatic species surveys and monitoring.** A qualified biologist will conduct preconstruction surveys for NWPT and FYLF no more than two days prior to the start of ground-disturbing activities where suitable habitat exists. The biologist will survey the aquatic and riparian habitat within the project area, extending 500 feet upstream and downstream of the construction area as well as within an 80-foot buffer of each aquatic feature. • If FYLF or NWPT (or their nests) are observed during preconstruction surveys or dewatering, a qualified biologist will be on-site to monitor construction in suitable habitat. • If a NWPT or FYLF is observed within the designated work area, construction activities will cease until the animal leaves of its own volition. Under no circumstance will a NWPT or FYLF be harassed, captured, or relocated. • If NWPT nests are identified in the work area during preconstruction surveys, a no-disturbance buffer will be established between the nest and any areas of potential disturbance. Buffers will be clearly marked with temporary fencing. Buffer size will be determined at the biologist's discretion. Construction will not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.	Preconstruction / Construction	FHWA and Contractor, and Plumas County	
EC-5	**Exclusion fencing.** Prior to commencement of project activities, exclusion fencing will be installed between the disturbance footprint and FYLF and NWPT suitable habitats. The exclusion fencing will be visibly different from construction fencing to denote the presence of sensitive habitats. In areas where appropriate, the environmentally sensitive area fencing may serve as wildlife exclusion fencing. When this is done, the fencing will be marked to show a difference in function. The exclusion fencing will be inspected daily during active work and after storm events to ensure that it is functional and without defects. The exclusion fencing will have the following properties: • Opaque, non-climbable, and buried at least 6 inches deep. • Properly installed, both trenched in and vertically stout, and regularly maintained to be effective. • At least 3 feet in height. • The top few inches of the exclusion fencing must be folded over and away from the construction area. • Refuge opportunities in the form of fallen logs, leaf litter, or artificial cover boards should be placed along or near the outside of the exclusion fence.	Preconstruction	FHWA and Contractor, and Plumas County	

No.	Mitigation Measure	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
EC-6	**Entanglement/entrapment prevention.** • Plastic mono-filament netting or similar material will not be used. • At the end of each working day, all excavated, steep-walled holes or trenches more than 1-foot-deep will be covered with plywood or similar material, or escape ramps (made from earthen fill or wood planks) will be installed.	Construction	FHWA and Contractor, and Plumas County	
EC-7	**Dewatering.** Culverts will be replaced in dry conditions. A qualified biologist will be onsite during active dewatering to ensure no FYLF or NWPT become stranded within the work area. If either species is encountered within the work area, it will be allowed to leave under its own power. If the individual does not leave the active work zone, USFWS will be contacted for guidance. Dewatering will proceed in the following manner: • If the water depth in the channel is to the point where the bottom cannot be observed to visually exclude NWPT and FYLF confidently, the biologist will place a block net at the proposed location of one cofferdam and observe the area for 30 minutes. The block net will have a lead line that sinks completely to the bottom of the channel and will float to the top of the water column. After 30 minutes of allowing animals to disperse out of the area, placement of the cofferdams may continue. The block net will not be removed until both cofferdams are placed. • Cofferdams will be constructed of a non-erodible material that does not contain soil or fine sediment. If imported fill must be used, only clean gravel is acceptable. The contractor will determine the final design of the cofferdams in accordance with the contract requirements. • Cofferdams and stream diversions will remain in place and fully functional throughout the construction period. If the cofferdams are not functioning properly, they will be repaired immediately. • Pumps used for dewatering will have appropriately sized screens to prevent the intake of aquatic species. Round openings in the screen will not exceed 3/32-inch diameter, square openings will not exceed 3/32-inch measured diagonally, and slotted openings will not exceed 0.069 inches in width. Approach velocity will not exceed 0.33 feet per second.	Construction	FHWA and Contractor, and Plumas County	

No.	Mitigation Measure	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
EC-8	**Nesting bird and raptor surveys.** If clearing and/or construction activities occur during the nesting season (February 1 to September 30), then preconstruction surveys to identify active bird nests shall be conducted by a qualified biologist no more than 7 days prior to construction initiation, and for any lapse in project activities of 7 days or more in the nesting season. Surveys will determine the presence or absence of active nest sites within the following distances from the disturbance footprint: • Passerines: Disturbance footprint only, or at the biologist's discretion • Raptors: 500 feet, or within sight of the disturbance footprint, whichever is smaller • Special-status Raptors: ½ mile, or within sight of the disturbance footprint, whichever is smaller. If a lapse in project activities of 7 days or greater occurs for any reason during the bird nesting season, a qualified biologist will perform another survey for nesting birds prior to resuming project activities. If feasible, tree and vegetation clearing will be conducted outside the bird nesting season.	Preconstruction	FHWA and Contractor, and Plumas County	
EC-9	**Nest avoidance.** If active nest sites are identified within the survey distances defined in the Nesting Bird and Raptor Surveys measure, a no-disturbance buffer shall be established for all active nest sites prior to commencement of any project-related activities to avoid disturbances to nesting activities. A no-disturbance buffer constitutes a zone in which project-related activities such as vegetation removal, earth moving, and construction cannot occur. The size of no-disturbance buffers would be determined by a qualified biologist based on the species, activities in the vicinity of the nest, and topographic and other visual barriers.	Construction	FHWA and Contractor, and Plumas County	
EC-10	**Bat clearance and avoidance.** Prior to the start of construction activities, a qualified biologist will conduct a preconstruction survey for roosting bats at the existing culverts and around the Greenhorn Creek bridge, as well as a survey of large trees in the disturbance footprint that could provide suitable habitat for bats. The biologist will look for special-status bats and bat sign, including existing roost sites and bat guano deposits, and listen for roosting bats. If potential roosts are found, they will be fenced or flagged for avoidance. If roosts are found in areas that cannot be avoided, then these areas would be left unaffected until the individual(s) have left the area or until they can be relocated or excluded from the area by a qualified biologist in consultation with CDFW.	Preconstruction/ Construction	FHWA and Contractor, and Plumas County	

No.	Mitigation Measure	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Initials)
EC-11	**Litter Prevention**. All food-related trash items such as wrappers, cans, bottles, and food scraps will be disposed of in securely closed containers and removed at least once a week from the project area. On completion of construction activities, all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes, will be removed and appropriately disposed.	Construction/ Postconstruction	FHWA and Contractor, and Plumas County	
EC-12	**Road closures**. Coordinate with Plumas County on roadway closure and detour timing and provide notification to the public of expected roadway closures, delays, and detours.	Preconstruction	FHWA and Plumas County	
EC-13	**Northwestern pond turtle.** Coordinate with the USFWS to monitor listing and conferencing status for the NWPT to ensure compliance coverage throughout project implementation.	Preconstruction	FHWA and Plumas County	

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Discussion, including departmental, public, and Board of Supervisor comment, concerning the need, or lack thereof, to extend the "Effective Period" of December 31, 2025, of Chapter 9 Beckwourth Complex and Dixie Fires Recovery to Title 4 Public Safety of the Plumas County Code of Ordinances; possible direction to staff.**

Recommendation:
Possible staff direction to extend the "Effective Period" of December 31, 2025, of Chapter 9 Beckwourth Complex and Dixie Fires Recovery to Title 4 Public Safety of the Plumas County Code of Ordinances.

Background and Discussion:
In response and recovery to the devastating 2021 Beckwourth Complex and Dixie fires, the Plumas County Emergency Debris Removal Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1136. Ordinance No. 21-1136 was then amended and codified under Ordinance No. 21-1139 adding Chapter 9 to Title 4 to the Plumas County Code. The Plumas County Emergency Interim Housing Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1138. Ordinance No. 21-1138 was then amended by Ordinance No. 21-1140, and Ordinance No. 21-1140 was then amended by Ordinance No. 22-1146.

Most recently, on December 3, 2024, the Board of Supervisors adopted Resolution No. 2024-1158 amending Chapter 9 (Beckwourth Complex and Dixie Fires Recovery) to Title 4 (Public Safety) of the Plumas County Code concerning recovery from the Beckwourth Complex and Dixie fires. Specifically, Ordinance No. 2024-1158 amended Chapter 9 of Title 4 codifying sections of the Emergency Interim Housing Urgency Ordinance No. 22-1146 adding Articles 5 and 6 and amending Article 1, including extending the "Effective Period" to December 31, 2025, and further amended Articles 1 and 2 as it pertains to debris removal activities.

The "Effective Period" is defined as, "The date until which this Chapter [the entirety of Chapter 9, including Articles 1 through 6] will remain in effect."

Article 1 states, "This Urgency Ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval ("Effective Date") by at least a four-fifths vote of the Board of Supervisors and shall remain in effect until December 31, 2025 ("Effective Period"), unless otherwise specified herein, subject to extension or modification by the Board of Supervisors."

It is therefore at the discretion of the Board of Supervisors to extend the "Effective Period" beyond December 31, 2025, for any time period. Should the Board choose not to extend the "Effective Period," as the ordinance is written, the entirety of Chapter 9 (Beckwourth Complex and Dixie Fires Recovery) would become null and void. Should the Board choose to extend the "Effective Period," the extension could be for any given length of time and could be for any specific article(s) or all articles of Chapter 9.
The articles are titled and described generally, as follows:

ARTICLE 1. FINDINGS AND TITLE

This Article outlines the emergency findings and declarations and definitions.

ARTICLE 2. MANDATORY DEBRIS AND HAZARD TREE REMOVAL

This Article establishes a mandatory Fire Debris removal requirement that sets forth the manner in which Structural Debris and Hazard Trees will be identified and removed. Structural Debris and Hazard Trees must be removed for the immediate preservation of the public peace, health and safety. It includes deadlines and enforcement clauses including judicial enforcement action statements and remedies.

ARTICLE 3. PERMIT EXCEPTIONS AND WAIVERS

This Article includes a “Waiver of Zoning Requirements for Storage and Distribution Facilities” and “Waiver of County Special Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.”

ARTICLE 4. TEMPORARY TRUCK AND EQUIPMENT STAGING, FIRE DEBRIS TRUCK STAGING YARDS AND TRANSFER STATIONS, LOG STORAGE YARDS, AND METAL OR CONCRETE PROCESSING SITES.

This Articles includes the processes by which temporary truck and equipment staging, fire debris trucks staging yards and transfer stations, in addition to log storage yards and metal or concrete processing sites are permitted for wildfire recovery.

ARTICLE 5. EMERGENCY INTERIM HOUSING OUTSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA

This Article is enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. The Article relaxes certain standards in the Title 9 to allow for additional temporary housing opportunities outside of the boundaries of the Beckwourth Complex Fire and Dixie Fire as delineated by CAL FIRE to meet the urgent need for housing of Displaced Persons and to provide workforce housing for wildfire recovery efforts and fuels reduction activities. This section does not address standards that will be required when Displaced Persons return to their properties within the boundaries of the burned areas. Those standards are addressed in Article 6 of this Chapter.

ARTICLE 6. EMERGENCY INTERIM HOUSING INSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA

This Article relaxes some building and zoning regulations to allow for additional temporary housing opportunities inside of the Beckwourth Complex and Dixie Fires areas. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk and should make themselves aware of potential public safety hazards, including but not limited to falling trees or utility poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water/sewage disposal issues. The Article allows persons to place temporary housing on a property once Fire Debris and Hazardous Materials has been removed. The purpose of this Article is to develop reasonable standards that allow persons to move back into the boundaries as delineated by CAL FIRE of the Beckwourth Complex Fire and Dixie Fire areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Plumas County residents on private property during this housing crisis and to provide for workforce housing for wildfire recovery efforts and fuels reduction activities.

Action:

Possible staff direction to extend the “Effective Period” of December 31, 2025, of Chapter 9 Beckwourth Complex and Dixie Fires Recovery to Title 4 Public Safety of the Plumas County Code of Ordinances.

Fiscal Impact:

Staff time (Planning Department and County Counsel, at minimum, FY25/26 Budget - wages) in preparing the amendment to Chapter 9 Beckwourth Complex and Dixie Fires Recovery to Title 4 Public Safety of the Plumas County Code of Ordinances.

Attachments:

1. Ordinance No. 24-1158_Title 4 Ch 9_RECOVERY - Copy

ORDINANCE NO. 2024-_1158__

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING CHAPTER 9 TO TITLE 4 OF THE PLUMAS COUNTY CODE CONCERNING RECOVERY FROM THE BECKWOURTH COMPLEX AND DIXIE FIRES

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

SECTION 1. Ordinance Amendments

Title 4 Public Safety of the Plumas County Code is amended, deleted, or added, with section references set forth below, and the entire proposed draft Ordinance revisions are shown, as attached in Exhibit "A."

The Debris Removal Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1136. Ordinance No. 21-1136 was then amended and codified under Ordinance No. 21-1139 adding Chapter 9 to Title 4 to the Plumas County Code. The Emergency Interim Housing Urgency Ordinance was first adopted as a stand-alone ordinance by the Board of Supervisors by Ordinance No. 21-1138. Ordinance No. 21-1138 was then amended by Ordinance No. 21-1140, and Ordinance No. 21-1140 was then amended by Ordinance No. 22-1146. This Ordinance amending Chapter 9 of Title 4 shall codify sections of the Emergency Interim Housing Urgency Ordinance No. 22-1146 adding Articles 5 and 6 and amending Article 1. This Ordinance further amends Articles 1 and 2 as it pertains to debris removal activities.

Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 1. Findings and Title:
Sec. 4-9.01. Emergency Findings and Declarations
Sec. 4-9.02. Definitions
Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 2. Mandatory Debris and Hazard Tree Removal:
Sec. 4-9.202. Effective Period
Sec. 4-9.203. Prohibition on Removal of Structural Debris from Private Property
Sec. 4-9.204. Removal of Structural Debris and Hazard Trees through the Government Program
Sec. 4-9.205. Owner's Removal of Structural Debris through the Alternative Program
Sec. 4-9.206. Owner's Removal of Hazard Trees through the Private Tree Program
Sec. 4-9.207. Hold on Building Permits
Sec. 4-9.208. Deadlines and Enforcement
Sec. 4-9.209. Judicial Enforcement Action
Sec. 4-9.210. Remedies Not Exclusive
Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 5. Emergency Interim Housing Outside the Beckwourth Complex and Dixie Fires Area:
Sec. 4-9.501. – Purpose
Sec. 4-9.502. – Administration and Enforcement
Sec. 4-9.503. – Residential Use of Recreational Vehicles and Temporary Dwellings
Sec. 4-9.504. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses
Sec. 4-9.505. – Removal and Disconnection
Chapter 9 Beckwourth Complex and Dixie Fires Recovery, Article 6. Emergency Interim Housing Inside the Beckwourth Complex and Dixie Fires Area:
Sec. 4-9.601. – Purpose
Sec. 4-9.602. – Prohibition, Administration, and Enforcement
Sec. 4-9.603. – Transitory Use of Recreational Vehicles
Sec. 4-9.604. – Temporary Dwellings with Utility Hook-ups
Sec. 4-9.605. – Use of Cargo Storage Containers
Sec. 4-9.606. – Standards
Sec. 4-9.607. – Government Sheltering Sites
Sec. 4-9.608. – Temporary Recreational Vehicle Parks

Sec. 4-9.609. – Nonconforming Structures and Uses
Sec. 4-9.610. – Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire
Sec. 4-9.611. – Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings
Sec. 4-9.612. – Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings
Sec. 4-9.613. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses
Sec. 4-9.614. – Removal and Disconnection

SECTION 2. Effective Date

This Ordinance is adopted and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors pursuant to California Government Code Section 25123(d) (immediate preservation of the public peace, health, or safety, which shall contain a declaration of the facts constituting the urgency, and shall be passed by a four-fifths vote of the board of supervisors), Section 25216 (restatement of articles in the interest of clarity), and Section 25131 (urgency ordinance may be passed immediately).

SECTION 3. Codification

This Ordinance shall be codified as set forth in the final ordinance as attached in Exhibit "B."

SECTION 4. CEQA

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

SECTION 5. Publication

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

The foregoing ordinance was **PASSED AND ADOPTED** on the 3rd day of December 2024 by the following vote:

AYES: Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

FINAL ORDINANCE
"EXHIBIT B"
PLUMAS COUNTY CODE
TITLE 4 PUBLIC SAFETY

CHAPTER 9. - BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY

ARTICLE 1. FINDINGS AND TITLE

Section 4-9.01. - Emergency Findings and Declarations.

This Urgency Ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval ("Effective Date") by at least a four-fifths vote of the Board of Supervisors and shall remain in effect until December 31, 2025 ("Effective Period"), unless otherwise specified herein, subject to extension or modification by the Board of Supervisors. The Board, in consultation with the Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

A. On June 30, 2021 and July 2, 2021, lightning strikes sparked the Beckwourth Complex Fire, previously the Dotta and Sugar Fires, in Plumas County. Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Beckwourth Complex Fire on the 8th day of July, 2021, at which time the Board of Supervisors was not in session.

B. On July 13, 2021, the Dixie Fire was started, and on July 22, 2021, the Fly Fire was started. The cause of both fires is still under investigation. On July 26, 2021, the two fires merged and became known as the Dixie Fire. (As the fires have merged, references to the Dixie Fire refer to both the Dixie and Fly Fires.) Conditions of extreme peril to the safety of persons and property within the County of Plumas were caused by wildfire known as the Dixie Fire on the 19th day of July, 2021, and by the Fly Fire on the 23rd day of July, 2021, at which times the Board of Supervisors was not in session.

C. California Government Code Section 8630 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.

D. On July 8, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Beckwourth Complex Fire. The Plumas County Board of Supervisors ratified the emergency proclamation for the Beckwourth Complex on July 13, 2021, in Resolution 21-8601.

E. On July 19, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Dixie Fire. On July 23, 2021, the Director of Emergency Services of the County of Plumas proclaimed the existence of a local emergency within the County due to the Fly Fire. The Plumas County Board of Supervisors ratified the emergency proclamation of the Dixie Fire on July 20, 2021 in Resolution 21-8605, and the emergency proclamation of the Fly Fire on July 23,

2021, in Resolution 21-8608. The resolutions also requested that the State of California waive regulations that may hinder response and recovery efforts, as well as make available assistance under the California Disaster Assistance Act or any other state funding, and that the Federal Government expedite access to federal resources and any other appropriate federal disaster relief program.

F. On July 16, 2021, the Governor of the State of California proclaimed a State of Emergency for multiple fires caused by lightning strike, including the Beckwourth Complex Fire pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

G. On July 23, 2021, the Governor of the State of California proclaimed a State of Emergency for the Dixie and Fly Fires pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

H. On July 26, 2021, Dr. Mark Satterfield, the County of Plumas's Local Health Officer, issued a Declaration of Health Emergency pursuant to California Health and Safety Code Section 101080. Dr. Satterfield's declaration stated that the Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and the hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and there is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire.

I. As of August 22, 2021, the Beckwourth Complex Fire has consumed over 105,670 acres, destroyed 62 structures, and resulted in evacuation orders affecting 454 persons. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, As of August 20, 2021, the Dixie Fire has consumed over 700,630, acres, and resulted in evacuation orders or warnings which impacted over 2,600 Plumas residents. As a result, the Beckwourth Complex and Dixie Fires have created an enormous amount of debris, and injured three firefighters. The Dixie Fire is still burning through the County and despite firefighters' best efforts, the wildfire has not been contained. Evacuation orders are currently in place and numerous severe public health and safety hazards are present in both the Beckwourth Complex, and Dixie Fires area, including many blocked roads from fallen power lines, burned trees and vehicles, no available utilities, no available public services and the presence of animal carcasses.

J. There exists the potential for widespread toxic exposures and threats to public health and the environment in the aftermath of a major wildfire disaster, and debris and ash from residential and commercial structure fires contain hazardous materials and the harmful health effects of hazardous materials produced by a wildfire are well-documented.

K. The combustion of building materials such as siding, roofing tiles, and insulation results in

dangerous ash that may contain asbestos, heavy metals and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials.

L. Exposure to hazardous materials may lead to acute and chronic health effects and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose residents and workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.

M. Standards and removal procedures are needed immediately to protect the public safety, health and environment, and to facilitate coordinated and effective mitigation of the risks to the public health and environment from the health hazards generated by the Beckwourth Complex and Dixie Fires disaster.

N. The Dixie Fire and Beckwourth Complex have created hazardous waste conditions in the County of Plumas in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of hundreds of structures. This hazardous waste debris poses a substantial present or potential hazard to human health and the environment until the property is certified clean. The accumulated exposure to hazardous waste debris over an extended period of time poses a severe hazard to human health.

O. At this time, Plumas County has requested the state's assistance to participate in the State's Consolidated Debris Removal Program for both the Dixie Fire and the Beckwourth Complex. References to "Beckwourth Complex and Dixie Fires" are intended to refer to the fires that Cal OES agrees to include in the government program.

P. The Department of Toxic Substances Control has issued reports regarding the assessment of burn debris from wildfires in the past. The studies of burned residential homes and structures from large scale wildland fires indicated that the resulting ash and debris can contain asbestos and toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978 when lead was banned from household paint in the United States. The reports indicated that the residual ash of burned residential homes and structures has high concentrations of heavy metals that can be toxic and can have significant impacts to individual properties, local communities, and watersheds if the ash and debris is not removed safely and promptly.

Q. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

R. It is essential that this Urgency Ordinance become immediately effective to mitigate the continued harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate emergency interim housing and the orderly response to the Beckwourth Complex and Dixie Fires disaster.

Section 4-9.02. - Definitions

The following definitions will apply to the entirety of Title 4, Chapter 9:

"Alternative Program" means the requirements for inspections, clean up and disposal of Structural Debris established by the County for property owners that opt out of or are disqualified from the Government Program.

"Arborist" means an ISA Certified Arborist with a Tree Risk Assessment Qualification (TRAQ).

"Arborist's/Forester's Certification" means a written certification verifying that all Hazard Trees have been removed from a parcel participating in the Private Tree Program. The certification shall be made and executed by an Arborist and/or Forester as defined in this Chapter. The Arborist or Forester shall provide evidence of the required qualifications of this Chapter.

"**Basecamp**" means a site that includes some or all of the following features: employee housing; commissary; laundry; and other services for the purpose of providing workforce housing for wildfire recovery efforts and fuels reduction activities.

"Beckwourth Complex." The Beckwourth Complex Fire derived from lightning strikes in Plumas County on June 30, 2021 and July 2, 2021. The Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. 454 people were impacted by mandatory evacuation orders caused by the Beckwourth Complex. California Department of Forestry and Fire Protection (CAL FIRE) maintains a map showing the boundaries of the Beckwourth. In Plumas County, the Beckwourth Complex Fire affected the communities of Beckwourth, Vinton, Chilcoot, and Frenchman Lake.

"**Beckwourth Complex and Dixie Fires.**" In the event that Phase II work is not authorized for either the Beckwourth Complex or the Dixie Fire, instances of "Beckwourth Complex and Dixie Fires" shall be deemed to refer to only that that fire which has been approved for inclusion in the Government Program.

"Board" means the Plumas County Board of Supervisors.

"**Cal OES**." The California Governor's Office of Emergency Services.

"Camp ground" means a facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters.

"Cargo Storage Container" means a single metal box made of steel or other similar material, or a shed, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

"County" means the County of Plumas.

"Director of Emergency Services" means the Director of the Plumas County Office of Emergency Services.

"**Displaced Person(s).**" A Plumas County resident or residents whose residential dwelling has been destroyed or damaged by the Beckwourth Complex or Dixie Fires, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the County to substantiate their eligibility for uses, permits and/or approvals described in this Article. Evidence may consist of verification by CAL OES or Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Beckwourth Complex or Dixie Fires, as determined by the County. Such determination may be made by the Director of Emergency Services or other authorized County personnel. This definition is specific to the Plumas County Code of Ordinances, and status as a Displaced Person under this section does not determine whether a person qualifies for assistance through CalOES or FEMA.

"Dixie Fire." The Dixie Fire derived from causes still under investigation on July 13, 2021. As of August 13, 2021, 1,109 structures in Plumas County had been destroyed by the Dixie Fire, including 584 residential structures (3% residential structures), 131 commercial (15% commercial structures) and 394 other structures., with an additional 72 structures were damaged, , and over six thousand (6,000) individuals have been evacuated from the fire area. Cal FIRE maintains a map showing the boundaries of the and Dixie Fires. In Plumas County, the Dixie Fire affected the communities of Bucks Lake, Meadow Valley, Quincy, Butterfly Valley, Indian Falls, Crescent Mills, Taylorsville, Greenville, Canyon Dam, Chester, Lake Almanor, Prattville, Genesee, Belden, Storrie, Tobin, Twain, as well as many additional rural areas.

"**Effective Date.**" The date of the Board of Supervisors adoption of this Chapter.

"Effective Period." The date until which this Chapter will remain in effect.

"Eligible Parcel(s)" means a parcel that is an improved public property.

"Eligible Road(s)" means a public road or right-of-way.

"Employee Housing" and "Workforce Housing" means a basecamp for temporary housing including recreational vehicles, movable tiny home, temporary dwellings, and nonstructural temporary shelters.

"Enforcement Officer" means the Hazard Tree Enforcement Officer or Structural Debris Enforcement Officer.

"Environmental Health Director" means the Plumas County Director of Environmental Health, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

"**FEMA.**" The Federal Emergency Management Agency or successor agency.

"Fire Debris" and "**Hazardous Materials**" means Structural Debris and Hazard Trees; including debris, ash, metals, and completely or partially incinerated substances from qualifying structures.

"**Fire Debris Transfer Station.**" An approved area used for the offloading and storage of fire debris and hazardous materials and laden trucks containing fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Trucks containing fire debris may park overnight in a Fire Debris Transfer Station prior to transporting the debris to an approved end use facility. Hazardous materials and fire debris can be offloaded and stored at the station for future loading of trucks. Fire Debris Transfer Stations may include associated truck and equipment repair, construction office trailers, employee parking

and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

"**Fire Debris Truck Staging Yards.**" An approved area used for the storage of laden trucks containing fire debris, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Trucks containing fire debris may park overnight in a Fire Debris Truck Staging Yard prior to transporting the debris to an approved end use facility. Hazardous materials shall not be offloaded and stored on the yard. All fire debris brought to the site shall remain in the debris hauling truck and must be covered with a tarp. Fire Debris Truck Staging Yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

"Forester" means a Registered Professional Forester, qualified pursuant to California Public Resources Code Section 752, "Professional forester."

"Government Program" means the State's Consolidated Debris Removal Program for the Beckwourth Complex and Dixie Fires in conjunction with other State and Federal agencies.

"Hazard Tree" means a wildfire-damaged tree that in the professional opinion of an Arborist and/or Forester:

A. Has been so severely damaged by the Beckwourth Complex or Dixie Fires that its structural integrity is compromised; and

B. Poses an imminent danger of falling onto an Eligible Road or Eligible Parcel.

"Hazard Tree Enforcement Officer" means the Plumas County Public Works Director or his/her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

"Inspection access form" means the permit for providing access to the Enforcement Officer to inspect private property of owners opting to use the Private Tree Program approved by the County for use in the cleanup after the Beckwourth Complex and Dixie Fires.

"**Metal or Concrete Processing Site.**" An approved area used for the processing of metal or concrete material, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program. Metal or concrete may be unloaded onto the site, sorted, reduced, crushed, or otherwise processed on the site, and reloaded onto trucks for transport off of the site. No hazardous materials or fire debris, except for metal and concrete material, shall be brought onto, stored, or processed on the site. Sites utilized for the processing of burned vehicles are also considered metal or concrete processing sites. Metal or concrete processing sites may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

"**Mobile/Manufactured Home**" means a structure, transportable in one or more sections, which, in the traveling mode, is eight (8') body feet or more in width, or forty (40') body feet or more in length, or, when erected on site, is 320 or more square feet, and which is on a permanent chassis and designed to be used as a dwelling without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the

manufacturer voluntarily files a certification and complies with the standards established under the Mobile homes-Manufactured Housing Act of 1980. "Manufactured home" includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974. "Manufactured home" includes a mobile home subject to the National Housing Act of 1980. Mobile/manufactured home does not include a recreational vehicle or commercial coach or modular as defined in Division 13, Part 2, Chapter 1, of the Health and Safety Code or any temporary housing installed under the jurisdiction of the Federal Emergency Management Agency (FEMA).

"**Movable Tiny House**" means a moveable tiny house is a structure utilized as living quarters by one (1) household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than two-hundred fifty (250) square feet, and has no more than four hundred (400) square feet of habitable living space exclusive of lofts. A Movable Tiny Home shall be subject to the same requirements as a Recreational Vehicle.

"Nonstructural Temporary Shelters" means a non-engineered place of refuge such as a tent.

"Phase I" means the household hazardous waste cleanup performed by the United States Environmental Protection Agency and/or Department of Toxic Substances Control on certain properties impacted by the Beckwourth Complex or Dixie Fires.

"Phase II" means the ash and debris cleanup work performed pursuant to the Government Program and/or the Alternative Program.

"Planning Director" means the Plumas County Director of Planning, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

"Private Action" means the removal of Fire Debris from private property damaged by the Beckwourth Complex and Dixie Fires by persons disqualified from or opting out of the Government Program and participating in the Alternative Program.

"Private Tree Program" means the requirements for inspections, removal and disposal of Hazard Trees established by the County for property owners that opt out of or are disqualified from the Government Program. The program provides owners with the option of identifying and removing Hazard Tree(s) on their property at their own cost.

"Public Works Director" means the Plumas County Director of Public Works, or his or her designee(s). Such designee(s) may be a County employee(s) or third-party provider(s).

"Qualifying structure" means a structure of 120 square feet or greater.

"**Recreational Vehicle**" means either of the following:

(a) A motor home, travel trailer, truck camper, movable tiny house, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

(1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

(2) It contains 400 square feet or less of gross area measured at maximum horizontal projections.

(3) It is built on a single chassis.

(4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(b) A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

(1) It contains 400 square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed 12 feet in width or 40 feet in length in the travelling mode.

(2) It is built on a single chassis.

(3) It may only be transported upon the public highways with a permit.

"**Recreational Vehicle Park**" means a commercial use providing space for the accommodation of more than two (2) recreational vehicles for recreational or emergency housing for Displaced Persons, or for transient employee lodging and/or Basecamp purposes, and shall include camp ground that meets the water, sewage disposal, and electrical hook-up standards.

"Right of Entry Permit" means the Right-of-Entry Permit for Debris and/or Hazard Tree Removal on Private Property approved by the Cal OES for use in the cleanup after the Beckwourth Complex and Dixie Fires.

"Self-Contained Recreational Vehicle" means a self-contained recreational vehicle is equipped with holding tank(s) sufficiently sized to contain and hold all liquid wastes generated from use of the vehicle.

"**Storage and Distribution Facility**." A facility operated in an existing commercial or industrial building and used to store and distribute emergency supplies and commodities to Displaced Persons.

"Structural Debris" means the wildfire-generated debris including but not limited to burned or partially burned structures of 120 square feet or greater, ash, concrete foundations, contaminated soil, vehicles, trailers, waste or other debris from the property.

"**Temporary Dwelling**" means a mobile/manufactured home that meets the water, sewage disposal, and electrical hook-up standards.

"Temporary Log Storage Yards" means sites (also known as log decks) where piles of logs and other piles of vegetation removed from the Beckwourth Complex and Dixie Fires affected areas are temporarily stored and processed before transfer to trucks or rail. The logs and vegetation must be associated with the Beckwourth Complex and Dixie Fires recovery effort, i.e., logs and vegetation that are burn-damaged or otherwise removed due to safety issues associated with the Beckwourth Complex and Dixie Fires. Logs and wood waste originating from routine utility line maintenance shall not be stored at Temporary Log Storage Yards. This definition and Section 4-9.405 do not apply to logs and/or vegetation harvested or cleared as part of a timber harvest plan or exemption under the Forest Practice Rule that are stored and/or processed on the property on which they were harvested or cleared. This definition and Section 4-9.405 only applies to logs and vegetation transported to another property. A Temporary Log Storage Yard shall not exist beyond

the Effective Period. No Structural Debris or Hazardous Materials may be brought onto or stored in the yard including any that may have been deposited on logs or vegetation. Temporary Log Storage Yards allow for the processing of logs and vegetation (e.g., chipping, milling, etc.) but not the burning of logs and vegetation, and may include associated equipment repair, construction trailers, employee parking, and portable bathroom facilities set up for use by the personnel assigned to the yard.

"Temporary Occupancy."

(a) Construction. A manufactured home, recreational vehicle, or appurtenant building may be used in lieu of a building in any zone for a period not to exceed eighteen (18) months while a permitted building is being constructed or for a period of six (6) months while a permitted manufactured or mobile home is being installed, commencing with the issuance of a building permit or a manufactured or mobile home installation permit.

(b) Construction offices and equipment storage. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for construction offices for the duration of the construction.

(c) Emergency services. Temporary occupancies, recreational vehicles, commercial coaches or manufactured homes may be used for the provision of emergency services for the duration of the emergency.

"Temporary Truck" and **"Equipment Staging and Laydown Yard."** An approved area used for the storage of unladen trucks and equipment utilized to remove and haul away fire debris and hazardous materials, and the storage of materials used to facilitate the removal and hauling away of fire debris and hazardous materials, as part of the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program or Alternate Debris Removal Program. No fire debris or hazardous materials may be brought onto or stored on the yard. Truck and equipment staging and laydown yards may include associated truck and equipment repair, construction office trailers, employee parking and portable bathroom facilities set up for use by the personnel assigned to the yard, but not residences other than for a temporary caretaker quarters.

"**Transitory Period.**" The period of time after the wildfire event during which self-contained recreational vehicles do not need to meet the water and sewage disposal, and electrical hook-up service standards. The Transitory Period ends with the Effective Period.

"Zoning Clearance Certificate." A zoning clearance certificate, approved by the Planning Director, certifies that a proposed development or project conforms with all current requirements of the zoning regulations and, if applicable, the terms and conditions of any previously approved development permit or variance.

ARTICLE 2. MANDATORY DEBRIS AND HAZARD TREE REMOVAL

Section 4-9.201. - Mandatory Structural Debris and Hazard Tree Removal Requirements.

This Article establishes a mandatory Fire Debris removal requirement that sets forth the manner in which Structural Debris and Hazard Trees will be identified and removed. Structural Debris and Hazard Trees must be removed for the immediate preservation of the public peace, health and safety.

Section 4-9.202. - Prohibition on Removal of Structural Debris from Private Property.

Any removal of Structural Debris from private property is prohibited except pursuant to the requirements of the table below. For purposes of this Section, the prohibition refers to the removal, transport and disposal of Structural Debris, but it does not include the removal of personal property from residential sites unless such removal of personal property involves cleanup and the removal of ash from the private property.

	No structure on burned private property	**Non-qualifying structures (Structures less than 120 square feet only on burned private property)**	**Qualifying structures (Structures 120 square feet and over on burned private property)**
Prior to completion of Phase I cleanup	Owner may remove debris	Debris removal prohibited	Debris removal prohibited
Prior to completion of Phase II cleanup	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Government or Alternative Program contractors only may remove debris
Following Phase II cleanup	Owner may remove debris	Owner may remove debris with certificate from the Right of Entry Processing Center or the Department of Environmental Health	Owner may remove remaining debris not removed during Phase II with certificate from the Right of Entry Processing Center or the Department Environmental Health

For the purposes of this Article, the requirement to enter into the Government Program or the Alternative Program shall apply only to properties that contained a qualifying structure or Hazard Trees under the Government Program. The requirement shall not apply to properties that only contained non-qualifying structures, including but not limited to sheds, canopies, carports, well houses, greenhouses, chicken coops or fencing. Whether debris is derived from a qualifying or non-qualifying structure shall be determined by the Environmental Health Director, or his or her designee, in consultation with the State's Consolidated Debris Removal Program.

Section 4-9.203. - Removal of Structural Debris and Hazard Trees through the Government Program.

(a) The Government Program will remove Fire Debris at no out-of- pocket cost to the owner. If an owner does not participate in the Government Program and there is Fire Debris on their property, the owners are required to remove such Fire Debris at their own cost.

(b) To participate in the Government Program, owners must complete and submit a Right of Entry Permit. The Right of Entry Permit shall function as the sole permit and authorization for participation in the Government Program. Notwithstanding any contrary provision in

Plumas County Code, no County approvals or permits for the removal of Structural Debris and Hazard Trees are required for properties participating in the Government Program, other than the Right of Entry Permit.

(c) If a property contains Fire Debris and the owner of the property does not participate in the Government Program, the Alternative Program or the Private Tree Program (as applicable), the County will enforce this Article and charge the owners with any administrative and abatement costs related to such enforcement as described below. The costs of the Alternative Program and Private Tree Program are paid by the property owner.

(d) In implementing the Government Program, it is the Board's preference that property owners who have submitted an application for a development permit have priority in the Government Program.

Section 4-9.204. - Owner's Removal of Structural Debris through the Alternative Program.

(a) The County shall administratively adopt and administer the Alternative Program in the unincorporated areas of Plumas County under the supervision of the Environmental Health Director or his or her designee. The County shall utilize the wildfire debris removal state and federal standards and cleanup goals of the Government Program as the standards for the Alternative Program. Under the supervision of the Environmental Health Director or his or her designee, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove hazardous Structural Debris from the community.

(b) For those persons who are disqualified from the Government Program, or who opt out of the Government Program, Private Action to remove Structural Debris from fire-damaged properties is prohibited unless and until a hazardous materials inspection has been performed and authorization from the Department of Environmental Health has been provided pursuant to the Alternative Program.

(c) The Alternative Program shall require an application and work plan that identifies the appropriate licensed contractors who will perform the work and the submission of plans that demonstrate that the standards established in the Alternative Program will be met. Work shall not begin until the County approves the application and work plan. The County may rely upon the subject matter expertise of multiple departments in deciding whether to approve the application and work plan.

(d) Upon completion of the work described in the approved work plan, the Alternative Program shall require an application for certification of successful completion of the work required by the Alternative Program. The Alternative Program will require that: (1) the debris removal and clean-up work on the property meets or exceeds the standards set by the State of California for debris removal; and (2) the owner completely remove and dispose of the foundation or submit a letter from a licensed civil or structural engineer certifying that the foundation is acceptable for rebuild. The letter shall certify structural reasons for the decision and include the process and procedure used to reach the conclusion.

(e) Notwithstanding any contrary provision in Plumas County Code, no County demolition permit shall be required for private debris removal work for which the Alternative Program has issued an approval to allow such work to proceed.

Section 4-9.205. - Owner's Removal of Hazard Trees through the Private Tree Program.

(a) As an alternative to the Government Program's removal of Hazard Trees, the Private Tree Program provides the owner with the option of identifying and removing Hazard Tree(s) on their property at their own cost. To participate in the Private Tree Program, owners shall submit either (1) an inspection access form or (2) an Arborist's/Forester's Certification for their property. Following the owner's identification and removal of Hazard Trees and submittal of an inspection access form, the Private Tree Program shall require the Enforcement Officer to make a visual confirmation of the removal of Hazard Trees on the subject property. This visual inspection of compliance with the Private Tree Program shall be sufficient for meeting the requirements of this Section. When a property owner submits an inspection access form, whether the Hazard Tree removal is adequate shall be in the sole discretion of the Enforcement Officer. In the alternative, when a property owner submits an Arborist's/Forester's Certification, that shall be sufficient for meeting the requirements of this Section.

(b) Notwithstanding anything herein to the contrary, in the Private Tree Program, owners may choose to temporarily retain and promptly utilize felled hazard trees which were standing on their property. This temporary retention and utilization by the owner shall be permitted only to the extent felled hazard trees and incidental foliage, slash, tree branches or limbs and chipped or mulched vegetation do not constitute a fire hazard as prohibited by applicable law, including, but not limited to, California Public Resources Code Section 4291 et seq., Title 19 of the California Code of Regulations and Title 8, Chapter 14 of the Plumas County Code. Such requirements include but are not limited to the following:

(1) In storing such hazard trees prior to utilization, unless otherwise approved by the appropriate fire protection entity an owner shall be required to:

i. Maintain a setback of no less than one hundred (100) feet from any inhabited building or structure;

ii. Maintain a setback of no less than thirty (30) feet from any uninhabited building or structure; and

iii. Maintain a setback around the parcel's property lines of no less than thirty (30) feet wide.

(2) If an owner utilizes felled hazard trees for wood chips, the owner shall be required to spread the wood chips to a depth of no greater than three (3) inches while maintaining a setback of no less than five (5) feet from any building or structure.

(c) If any temporary retention and utilization of hazard trees constitutes a fire hazard, it is a public nuisance and may be abated using any available legal remedy. If the owner chooses to temporarily retain and utilize felled hazard trees, the owner is required to utilize such hazard trees prior to the Enforcing Officer's visit to the property to confirm compliance with the Private Tree Program. For the purposes of this Section, any temporary retention and utilization of felled hazard trees by the property owner is not a Temporary Log Storage Yard (i.e., log deck) as described in this Title 4, Chapter 9. Owners may not receive felled trees from other properties.

(d) The County shall utilize the Hazard Tree removal state and federal standards and cleanup goals of the Government Program as the standards for the Private Tree Program, including, but not limited to, the criteria for determining whether a tree is a Hazard Tree. Under the

supervision of the Enforcement Officer, the County may administratively update these standards as necessary to address ongoing changes in the administration of the Government Program and the need to efficiently remove Hazard Trees from the community.

Section 4-9.206. - Hold on Building Permits.

(a) Other than as stated in section (b) below, any issued County of Plumas building permit to repair or reconstruct a fire damaged structure or private infrastructure shall be held in abeyance and not acted upon until Structural Debris and Hazardous Tree cleanup is completed on the affected property and completion is confirmed to the County Building Official, either through the Government Program or the Alternative Program, as applicable.

(b) Notwithstanding section (a), this Section shall not apply to permits relating to wells or septic systems through the Environmental Health Department.

Section 4-9.207. - Deadlines and Enforcement.

(a) The Board may set a deadline for filing an acceptable application for the Alternative Program and Private Tree Program by resolution.

(b) Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires and that have not submitted an approved (1) Right of Entry Permit for the Government Program, (2) application for the Alternative Program (for Structural Debris), (3) inspection access form for the Private Tree Program (for Hazard Trees) and/or (4) an approved Arborist's/Forester's Certification for the Private Tree Program (for Hazard Trees) (as applicable) by the deadline(s) set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.

(c) The Board may set deadlines for the completion of work in the Alternative Program and Private Tree Program by resolution. Properties that have Fire Debris from the Beckwourth Complex and Dixie Fires after the deadline set by the Board are declared a nuisance and health hazard and such properties may be abated pursuant to this Chapter.

(d) The Board's intent is to facilitate orderly remediation of a large scale disaster. Nothing in these deadlines shall limit the authority of the County to abate hazards more quickly where required by exigent circumstances. Nothing in this Article or in these deadlines shall limit the authority of the Health Officer to require preventive measures as defined in California Health and Safety Code Section 101040.

(e) Enforcement and Abatement.

(1) General Enforcement Action. When the Enforcement Officer determines that an activity is being performed in violation of this Article, the Enforcement Officer may initiate an enforcement action using any process set forth in California law and/or in the Plumas County Code and may seek the imposition of costs and civil penalties pursuant to California law and/or the Plumas County Code. Nothing in this provision is intended to prevent alternate enforcement mechanisms, including but not limited to, Health Officer orders pursuant to California Health and Safety Code Section 101040.

(2) Summary Abatement. Pursuant to the authority of Cal. Const., art. XI, Section 7; California Health and Safety Code Section 101040, California Government Code Section 25845, and the Plumas County Code, if the Enforcement Officer determines

that a violation of this Article has created an emergency condition which seriously endangers the public health or safety, the County may abate the condition within the unincorporated territory of the County of Plumas. The costs shall be charged to the property owners(s) and the County may, at its option, recover the same in an administrative action as described below or a civil action. Such charges shall be in addition to any penalty for a violation of this Article.

(i) Pre-Abatement Notice. Unless emergency conditions preclude doing so, the Structural Debris Enforcement Officer shall issue a Summary Abatement Notice and Order with reasonable notice. The Notice and Order shall be mailed to the property owner(s) as listed on the last equalized tax roll. A summary of the Notice and Order shall be posted in a conspicuous location on the property to be abated at least 10 calendar days prior to the summary abatement action.

(ii) Appeal and Waiver. The property owner(s) or any person or entity having a legal interest in the property may submit a written appeal of the Structural Debris Enforcement Officer's Order to the Health Officer or his or her designee no later than 10 calendar days from the date of mailing of the Notice and Order. The written appeal shall state the basis for the appeal. The Health Officer or his/her designee shall review the appeal and shall issue a written decision (the "Decision") no later than 10 calendar days after receipt. The Decision shall uphold, rescind or modify the determination of the Notice and Order. The Decision on the appeal shall be final. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the summary abatement.

(iii) Post Abatement Notice. After the summary abatement is completed, the Structural Debris Enforcement Officer shall serve the property owner(s) with a post abatement notice that sets forth: (a) the actions taken by the County; (b) the reasons for the actions; (c) a statement of the costs, expenses and attorney's fees, if any, of the abatement and notice of the County's intent to collect those costs; and (d) right to appeal the costs determination within 10 calendar days of the notice. If the property owner is responsible for any costs, expenses or attorney's fees, such costs shall become a lien against the property and a Notice of Abatement Lien may be recorded.

(iv) Post Abatement Costs Appeal. If the property owner(s) or anyone with a legal interest in the property submits a timely costs appeal, the County shall schedule an administrative hearing on the matter and provide the appeal party with reasonable notice of the hearing. The hearing conducted shall be held before a hearing officer designated pursuant to the protocol set forth in that document entitled the "Plumas County Administrative Hearing Officer Program." The Program is based upon an alphabetical rotation through attorneys currently under contract through the Program. The hearing officer shall conduct an administrative hearing where each party shall have the opportunity to present evidence and the County shall have the obligation to establish that the costs, including expenses and attorney's fees, if any, incurred for the summary abatement were necessary by a preponderance of the evidence. After the hearing, the hearing officer shall issue a written decision and order that shall be served upon the appealing party within 30 calendar days of the hearing unless extended by agreement of the parties.

(3) Abatement and Administrative Costs. If a public nuisance is found to be present on the property in violation of this Article, the Enforcement Officer shall pursue payment for Abatement and Administrative Costs from the owner and the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs.

(ii) The term "Abatement Costs" means any costs or expenses reasonably related to the abatement of conditions which violate this Article of the County Code, and shall include, but not be limited to enforcement, investigation, collection and administrative costs, and the costs associated with the removal or correction of the violation.

(ii) The term "Administrative Costs," shall include the cost of County staff time reasonably related to enforcement, for items including, but not limited to, site inspections, travel time, investigations, telephone contacts and time spent preparing summaries, reports, notices, correspondence, warrants and hearing packets. The time expended by the Enforcement Officer and Auditor-Controller staff, to calculate the above costs and prepare itemized invoices, may also be recovered.

(4) Burden of Proof of Public Nuisance. When an owner maintains a public nuisance on his or her property in violation of this Article, the burden of proof shall rest with the Enforcement Officer making the allegation or determination and shall be based on a preponderance of the evidence as follows:

Evidence supporting an allegation of the existence of a public nuisance as described in this Article shall demonstrate the following:

(i) the property has Structural Debris and/or one or more Hazard Trees on the property; and

(ii) the property owner has not entered into or complied with the requirements of the Government Program, Alternative Program and/or Private Tree Program, as applicable.

(5) Abatement of Public Nuisance. Abatement of a condition or circumstance that is alleged to be a public nuisance shall be encouraged to be on a voluntary basis on the part of the violator or, when necessary, performed by official action.

(6) Duty. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist within the unincorporated limits of the County of Plumas. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Plumas to remove, abate, and prevent the reoccurrence of the public nuisance upon such land.

(7) Abatement procedure.

(i) Whenever the Enforcement Officer determines that a public nuisance pursuant to this Chapter exists, he or she shall request in writing that the public nuisance be abated within fifteen (15) calendar days. If the condition(s) continue beyond that fifteen (15) calendar day period, the Enforcement Officer may set the matter for hearing. If the matter is set for

hearing, the Enforcement Officer shall post the property upon which the public nuisance exists and shall mail, with a proof of service, notices to those persons known to be in possession of the property, if any, and to persons shown on the latest County tax roll to be the owners of the property at least ten (10) calendar days prior to the hearing. The Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing shall inform the owner(s) of the basis for the violation and explain that to prevent the accrual of additional costs, the owner(s) must contact the Enforcement Officer and arrange a time for the Enforcement Officer to inspect the property, and confirm that the violation(s) have been corrected. Both the mailed and posted notice shall be in substantially the following form:

NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number_____ and having a street address of _____ is (are) hereby notified to appear before a Hearing Officer of the County of Plumas at _____ on _____, 20___, at the hour of _____ o'clock _____m., to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) _____, as follows: _____. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing

Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

Dated: _____

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY – STRUCTURAL DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By:_____

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

(ii) All hearings conducted under this Chapter shall be held before a Hearing Officer designated pursuant to the protocol set forth in Title 1, Chapter 8, Administrative Citations.

(iii) At the time and place set for the hearing, the Hearing Officer shall review the Enforcement Officer's decision ordering cessation of the alleged public nuisance to determine whether such decision conforms to law and is supported by substantial evidence. The Hearing Officer shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. Additional procedural rules may be adopted by resolution of the Board of Supervisors. The Hearing Officer shall tape record the hearing or engage the services of a certified court reporter to record the hearing and shall preserve the record of the hearing and all photographs and demonstrative and documentary evidence introduced at the time of the hearing for a period of three (3) years.

(iv) Within five (5) business days after the hearing is closed, the Hearing Officer shall render his or her written decision relating to the existence or nonexistence of the alleged public nuisance. If a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the decision shall include a statement of the Abatement and Administrative Costs incurred by the County or estimated costs to abate the violation and shall also order that the owner of the property, or persons known to be in possession of the property, abate the violation within a reasonable time, not to exceed ten (10) calendar days. The decision shall contain findings of fact and conclusions of law. A copy of the decision shall be mailed by certified mail, return receipt requested, to the person or persons shown on the last County tax roll to be the owners of the property which is the subject of the hearing and the occupant of such parcel, if any. All other persons noticed pursuant to this Section shall be mailed a copy of the decision by first class mail, postage prepaid.

(v) The decision of the Hearing Officer shall be final on the date the certified mail set forth in Subsection (iv) above, is deposited in the mail. The Hearing Officer shall notify the Clerk of the Board of Supervisors of his or her decision and the date upon which the decision became final. If it is the decision of the Hearing Officer that a public nuisance existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted, the owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above.

(vi) Notwithstanding any other provisions of this Code, if a final decision of the Hearing Officer or the Board of Supervisors finds that a violation existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted and the public nuisance is not voluntarily abated within the time prescribed, the Enforcement Officer may abate the public nuisance pursuant to a warrant issued by a court of competent jurisdiction. The owner of the property shall be responsible for paying all of the County's Abatement Costs and Administrative Costs, including but not limited to, those cost items set forth in the notice required by Subsection (i) above. The Enforcement Officer shall keep an accounting of the Abatement and Administrative Costs to perform each abatement. Upon completion of the abatement, the Enforcement Officer shall post the property and send a bill to the owner, and any persons known to be in possession of the property, requesting payment of the County's Abatement and Administrative Costs. The bill shall also state that failure to pay the Abatement and Administrative Costs within fifteen (15) calendar days from service of the bill may result in the recording of a lien against the property.

If the County's Abatement and Administrative Costs are not paid within fifteen (15) calendar days from service of the bill, the Enforcement Officer shall render an itemized report to the Clerk of the Board of Supervisors for submittal to the Board of Supervisors for hearing and consideration regarding the proposed lien. The report shall include the names and addresses of the owner of record and any persons known to be in possession of the property. The report shall also include the date the

abatement was ordered, the work performed, the date the abatement was completed, a description of the property subject to the lien, and an itemized account of the County's Abatement and Administrative Costs. At least fifteen (15) calendar days prior to said hearing, the Clerk of the Board of Supervisors shall give notice, with an affidavit of service, of said hearing to all persons named in the Enforcement Officer's report and the Enforcement Officer shall post the property with a copy of the notice. The notice shall describe the property by assessor's parcel number and street number or other description sufficient to enable identification of the property and contain a statement of the amount of the proposed lien. The notice shall also contain a statement that the Board will hear and consider objections and protests to the proposed lien at the designated time and place.

(vii) At the time and place fixed in the notice, the Board of Supervisors shall hear and consider the proposed lien with objections and protests thereto. At the conclusion of the hearing, the Board of Supervisors may make such modifications and revisions to the proposed lien as it deems just and may order that the proposed lien be recorded by the Enforcement Officer. The lien shall have the same force, priority and effect as a judgment lien.

(viii) The notice of abatement lien shall, at a minimum, identify the record owner or possessor of the property, set forth the date upon which abatement of the nuisance was ordered or deemed ordered by the Board of Supervisors, describe the real property subject to the lien, set forth the amount of the Abatement Costs and Administrative Costs incurred to date and, if applicable, the date upon which the abatement was completed. If the abatement has not yet been completed, the notice shall so state and shall also indicate that the lien is a partial lien and that additional Abatement Costs will be incurred in the future.

It is the intent of the Board of Supervisors that Abatement Costs and Administrative Costs incurred after the filing of the notice of abatement lien relate back to the date upon which the lien was recorded for purposes of priority; however, in order to preserve its rights, after all Abatement Costs and Administrative Costs have been incurred and the abatement is complete, the Enforcement Officer shall cause a supplemental notice of abatement lien to be recorded. The supplemental notice shall contain all of the information required for the original notice and shall also refer to the recordation date and the recorder's document number of the original notice.

(ix) The decision of the Hearing Officer or Board of Supervisors may be recorded by the Enforcement Officer. In the event of such recordation and in the further event that the violation is corrected, a notice of such correction shall be recorded. The Enforcement Officer is authorized to prepare and record a notice of correction. Correction of the violation shall not excuse the property owner's liability for costs incurred during the administrative abatement process (Abatement Costs and Administrative Costs as defined in Section 4-9.207(e)(3) of this Chapter). If the property owner has not fully compensated the County for costs incurred during the administrative abatement process, a notice of correction shall not be recorded unless the fee specified in Section 8-19.02 of this Code has been paid. Payment of the fee specified in Section 8-19.02of this Code does not excuse the property owner's liability for costs incurred during the administrative abatement process

(Abatement Costs and Administrative Costs as defined in Section 4-9.207(e)(3) of this Chapter).

(x) The County may, in its discretion, commence a judicial action to enjoin a violation of this Chapter without the necessity of first going through the administrative procedures set forth herein.

Section 4-9.208. - Judicial Enforcement Action. The County Counsel is authorized to initiate judicial enforcement as to a violation of any provision of this Article without further Board approval.

Section 4-9.29. - Remedies Not Exclusive. The remedies identified are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided in this Article shall be cumulative and not exclusive.

ARTICLE 3. PERMIT EXCEPTIONS AND WAIVERS

Section 4-9.301. - Waiver of Zoning Requirements for Storage and Distribution Facilities. Notwithstanding any contrary provision in the Plumas County Code, any existing permitted building located in the C-1 (Core Commercial), C-2 (Periphery Commercial), C-3 (Convenience Commercial), R-C (Recreation Commercial), I-2 (Light Industrial), or I-1 (Heavy Industrial) may be used on a temporary basis as a Storage and Distribution Facility for the storage and distribution of supplies and commodities to Displaced Persons.

Section 4-9.302. - Waiver of County Special Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities. Notwithstanding any contrary provision in the Plumas County Code, any existing small or large child day care facility or child care center, elementary school, junior high school, high school or institution of higher education that was housed in premises made uninhabitable by the Dixie and Beckwourth Complex Fires may be temporarily relocated to existing buildings in the C-2 (Periphery Commercial), R-C (Recreation Commercial), and any public use building located in M-R (Multiple Family Residential) or 2-R, 3-R, 7-R (Single Family Residential) zones or any site within an existing religious facility, subject to an Administrative Use Permit and any existing applicable standards, and subject to a building permit if any renovations are required. Nothing in this Section waives or affects any State law requirements applicable to such facilities.

ARTICLE 4. TEMPORARY TRUCK AND EQUIPMENT STAGING, FIRE DEBRIS TRUCK STAGING YARDS AND TRANSFER STATIONS, LOG STORAGE YARDS, AND METAL OR CONCRETE PROCESSING SITES.

Section 4-9.401. - Temporary Truck and Equipment Staging and Laydown Yards.

(a) Temporary Tuck and Equipment Staging and Laydown Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned C-2 (Periphery Commercial), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.

(b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the

Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.

(d) Standards. All Temporary Truck and Equipment Staging and Laydown Yards shall meet the following standards:

(1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.

(2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

(3) Siting Criteria. To the extent practicable, temporary truck and equipment staging and laydown yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

(4) Approved Access. Temporary truck and equipment staging and laydown yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary truck and equipment staging and laydown yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.

(5) On-site Roads and Aisles. Temporary truck and equipment staging and laydown yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.

(6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

(a) Mobile and stationary toxic air contaminants; and

(b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.

(7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).

(8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. The storage or processing of fire debris or hazardous materials at any Temporary Truck and Equipment Staging and Laydown Yard, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.

(9) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(10) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary truck and equipment staging and laydown yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary truck and equipment staging and laydown yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

(11) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary truck and equipment staging and laydown yard on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

(e) Violations, Enforcement, and Penalties. A Temporary truck and equipment staging and laydown yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

Section 4-9.402. - Fire Debris Truck Staging Yard.

(a) Fire Debris Truck Staging Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light

Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.

(b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any yard supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.

(d) Standards. All Fire Debris Truck Staging Yards shall meet the following standards:

(1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.

(2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

(3) Siting Criteria. To the extent practicable, fire debris truck staging yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

(4) Approved Access. Fire debris truck staging yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris truck staging yards is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.

(5) On-site Roads and Aisles. Fire debris truck staging yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.

(6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

(a) Mobile and stationary toxic air contaminants; and

(b) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.

(7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).

(8) Processing of Fire Debris or Hazardous Materials Prohibited. The processing of fire debris or hazardous materials at any Fire Debris Truck Staging Yard is expressly prohibited.

(9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.

(10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(11) Property Restoration. The application for a Zoning Clearance Certificate for a fire debris truck staging yards shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris truck staging yards; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

(12) Performance Guarantee. If a Zoning Clearance Certificate is approved for a fire debris truck staging yards on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

(e) Violations, Enforcement, and Penalties. A fire debris truck staging yards that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8,

Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

Section 4-9.403. - Metal or Concrete Processing Site.

(a) Metal or Concrete Processing Sites are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.

(b) Each site authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team and reviewed by the Director of Public Works. Any site supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each site authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.

(d) Standards. All Metal or Concrete Processing Sites shall meet the following standards:

(1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.

(2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

(3) Siting Criteria. To the extent practicable, metal or concrete processing sites shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

(4) Approved Access. Metal or concrete processing sites shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the metal or concrete processing sites is accessed by a private road, there

shall be an approved road maintenance agreement that allows for the proposed use along the private road.

(5) On-site Roads and Aisles. Metal or concrete processing sites shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.

(6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

(i) Mobile and stationary toxic air contaminants; and

(ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.

(7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).

(8) Storage or Processing of Fire Debris or Hazardous Materials Prohibited. Except for metal or concrete material, the storage or processing of fire debris or hazardous materials at any Metal or Concrete Processing Sites, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is expressly prohibited.

(9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.

(10) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Metal or Concrete Processing Site activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.

(11) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(12) Property Restoration. The application for a Zoning Clearance Certificate for a metal or concrete processing sites shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the metal or concrete processing sites; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

(13) Performance Guarantee. If a Zoning Clearance Certificate is approved for a metal or concrete processing sites on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

(e) Violations, Enforcement, and Penalties. A metal or concrete processing sites that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

Section 4-9.404. - Fire Debris Transfer Station.

(a) Fire Debris Transfer Stations (temporary waste piles) are allowed subject to compliance with the standards set forth below in Subsection (e) on property zoned I-1 (Heavy Industrial) and I-2 (Light Industrial).

(b) Each transfer station authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each transfer station authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Environmental Health and the Director of Public Works.

(d) Each transfer station authorized under this article shall submit a Notice of Intent to obtain coverage under the State Water Resources Control Board General Waste Discharge Requirements for Disaster-Related Wastes (Order WQ 2020-004-DWQ) and shall comply fully with all relevant standards detailed in the Order.

(e) Standards. All Fire Debris Transfer Stations shall meet the following standards:

(1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period from the Director of Planning. Written consent of the property owner is required in all cases.

(2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads

to and around parking, laydown areas and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

(3) Siting Criteria. To the extent practicable, fire debris transfer stations shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

(4) Approved Access. Fire debris transfer stations shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the fire debris transfer stations is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.

(5) On-site Roads and Aisles. Fire debris transfer stations shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.

(6) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

(i) Mobile and stationary toxic air contaminants; and

(ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226- Dust Control.

(7) Water Quality and erosion control. Any surface disturbance over one-acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended).

(8) Storage of Fire Debris or Hazardous Materials Permitted. The storage of fire debris or hazardous materials, including the storage of trucks or equipment loaded with fire debris or hazardous materials, is permitted.

(9) Hazardous Material Business Plan Required. The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.

(10) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(11) Property Restoration. The application for a Zoning Clearance Certificate for a fire debris transfer stations shall include a plan for the restoration of the subject property to the condition in which it was prior to the activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the fire debris transfer stations; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

(12) Performance Guarantee. If a Zoning Clearance Certificate is approved for a fire debris transfer stations on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

(f) Violations, Enforcement, and Penalties. A fire debris transfer stations that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

Section 4-9.405. - Temporary Log Storage Yards.

(a) Temporary Log Storage Yards are allowed subject to compliance with the standards set forth below in Subsection (d) on property zoned TPZ (Timberland Production Zone), I-1 (Heavy Industrial), I-2 (Light Industrial), and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit.

(b) Each yard authorized under this article supporting the Consolidated Debris Removal Program shall be approved by the State Incident Management Team, and reviewed by the Director of Public Works. Any station supporting the Consolidated Debris Removal Program shall also comply with all relevant environmental requirements stipulated in the Cal OES Environmental Protection Plan, as directed by Cal OES.

(c) Each yard authorized under this article supporting the Alternate Debris Removal Program shall be reviewed by the Director of Public Works.

(d) Standards. All Temporary Log Storage Yards shall meet the following standards:

(1) Application for Zoning Clearance Certificate. The property owner or the property owner's authorized agent shall obtain a Zoning Clearance Certificate for the Effective Period. Written consent of the property owner is required in all cases.

(2) Site Plan Required. A detailed site plan drawn using a standard architectural or engineering scale that shows all the proposed activities that will occur on-site, as well as the approximate location of each activity, shall be provided with the application for a Zoning Clearance Certificate. Partial site plans for a portion of a

property may be submitted as long as a vicinity map for the entire property showing frontage streets, other uses and a cross reference of the area of the partial site plan is provided. All site plans shall show and label contours at maximum vertical intervals of five feet; areas of proposed grading and fill; the width of access roads to and around parking, log piles and other piles, and buildings; and turnaround areas for fire and emergency services. Any change in the type of activity that will occur on-site or the location of any activity requires the owner or operator to apply for a new Zoning Clearance Certificate.

(3) Siting Criteria. To the extent practicable, Temporary Log Storage Yards shall be located on flat areas of the site that are already disturbed and in such a manner to decrease impacts to uses on surrounding properties.

(4) Parcel Size. The total acreage of the area proposed to be utilized for the Temporary Log Storage Yard site shall be indicated on the site plan and addressed through the Zoning Clearance Certificate.

(5) Approved Access. Temporary Log Storage Yards shall have access onto a public road. If the public road is a County road, the approach shall be made with an encroachment permit approved by the Department of Public Works. If the public road is a State highway, the approach shall be made with an approved encroachment permit issued by the California Department of Transportation (Caltrans) District 2 Office. If the Temporary Log Storage Yard is accessed by a private road, there shall be an approved road maintenance agreement that allows for the proposed use along the private road.

(6) On-site Roads and Aisles. Temporary Log Storage Yards shall have on-site roads and aisles. On-site roads shall be constructed to the minimum standards of CAL FIRE regulations in place at the time of construction.

(7) Property Line Setbacks and Defensible Space. All log piles and other piles shall be setback a minimum of 100 feet from all outside property lines and any permanent structures. There shall be an area of defensible space that is a minimum of 100 feet wide around the perimeter of the temporary log storage area that shall not be graded but shall be kept clear of grass and vegetation to support fire protection by clearing, disking, grubbing, and/or scraping. CAL FIRE shall have discretion to address unique circumstances.

(8) Biological Resources. Temporary Log Storage Yards shall not be located on lands containing wetlands, and/or endangered and protected plants and animal species as shown on available biological resource maps.

(9) Fire Risk and Hazards. Temporary Log Storage Yards and the associated activities pose the risk of fire if fire suppression measures are not taken. These activities include working with and storing flammable materials in areas that have little to no water on-site and that are subject to fire. The County is setting the fire standards it believes are appropriate, but there are also State standards set out in California Fire Code Chapter 28 with respect to all log storage yards and incidental wood products stored there. The appropriate fire protection entity shall enforce the most stringent standards. Per California Public Resource Code, Section 4428, each site shall have

a sealed box of tools that shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. In addition, one or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area.

(i) When a fire starts, a telephone call must be made to 911 immediately to inform that there is a fire. The facility operator shall develop a plan for monitoring, controlling, and extinguishing fires. The plan shall be submitted with the application for the Zoning Clearance Certificate for review and approval by the appropriate fire protection entity.

(ii) Log piles shall not exceed 20 feet in height, 300 feet in width, and 500 feet in length. Log piles shall be stabilized by a means approved by the appropriate fire protection entity.

(iii) Other piles made of incidental log related materials shall not exceed 20 feet in height, 150 feet in width, and 250 feet in length.

(iv) All piles shall be separated from all other piles by 100 feet and shall include on-site roads and aisles as discussed above.

(v) All piles shall be monitored to measure temperatures. Internal pile temperatures shall be monitored and recorded weekly. A plan by the permittee for restricting and mitigating excessive temperatures shall be submitted with the Zoning Clearance Certificate application for review and approval by the appropriate fire protection entity.

(vi) Regular inspections of the Temporary Log Storage Yard by trained fire personnel shall be allowed and facilitated by the facility operator.

(vii) Cutting activities shall comply with California Fire Code Chapter 35.

(10) Plumas County Environmental Health Department Standards.

(i) Depending on the activities performed on-site, the Temporary Log Storage Yard may be determined to be a solid waste facility. The facility operator must provide access to the facility and provide for review of the activities occurring at the facility to the Local Enforcement Agency, Plumas County Environmental Health, to determine if there exists a requirement to register for a permit status as a solid waste facility in accordance with Title 14 of the California Code of Regulations.

(ii) For sanitation purposes there shall be a minimum of one portable toilet and one handwash station at the facility for employee use. The portable toilet shall be routinely serviced by a licensed service provider.

(iii) For water that is provided for human consumption, either from an on-site well or transported to the facility and held in a storage tank, the facility operator must meet the requirements of the Plumas County Environmental Health Department for water system permitting requirements and must

operate in accordance with those requirements. If commercially bottled water is provided, there are no requirements for testing.

(iv) The storage of any Hazardous Material at or above State-defined thresholds shall require the approval of a Hazardous Material Business Plan by the Environmental Health Department.

(11) Plumas County Public Works Department Standards.

(i) Perimeter stormwater control – When the Temporary Log Storage Yard is prepared for operations or the soil is disturbed, improvements shall be designed and implemented such that water accumulating within the project will be carried away from the project without adverse impacts to any adjacent improvements, residential sites, or adjoining area, or detained on-sites. The design shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. All natural drainage that enters the project area must leave the project area at its original horizontal and vertical alignment and with the same pre-improvement quantity. Implementation of erosion control within the project area and sediment control basins at drainage outlets shall conform with California Stormwater Quality Association (CASQA) design criteria. Sites that meet EPA's criteria for a Rainfall Erosivity Waiver (https://www.epa.gov/sites/production/files/2015-10/documents/fact3-1.pdf) or are fully stabilized with erosion control measures are not required to install sediment control basins.

(ii) Water quality and erosion control – When submitting an application for a Temporary Log Storage Yard, any surface disturbance over one acre in size shall require a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer and the submittal of a Notice of Intent to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ as amended). If the area of disturbance is one acre or less, then along with an application for a Temporary Log Storage Yard, an Erosion and Sediment Control Plan (ESCP) shall be developed by the facility operator, submitted for approval, and adhered to for erosion and sediment control. The ESCP shall contain a description detailing which Best Management Practices (BMP) will be used, how they will be used, and where they will be used in conformance with the California Stormwater Quality Association (CASQA) BMP Municipal Handbook. The ESCP shall contain a description of temporary and permanent measures and include ingress/egress control measures and street sweeping. Plans shall be prepared by a Qualified Stormwater Developer who holds the certification required by the CA Water Quality Control Board's Construction General Permit 2009-009-DWQ. Upon completion of the project, all temporary sediment control measures shall be removed from the site. All permanent sediment control measures must be maintained by the parcel owner.

(12) Air Quality and Dust Control. All best practice measures to reduce impacts to air quality shall be incorporated by the project applicant, subject property owners, or third-party contractors during activities on the project site. A plan shall be provided to the Planning Director and the Northern Sierra Air Quality Management District to address:

(i) Mobile and stationary toxic air contaminants; and

(ii) Dust and ash. Best practice measures shall comply with the Northern Sierra Air Quality Management District Rule 226– *Dust Control.*

(13) Storage or Processing of Debris Prohibited. The storage or processing of debris from the Plumas County Beckwourth Complex and Dixie Fires Consolidated Debris Removal Program at any Temporary Log Storage Yard, including the storage of trucks or equipment loaded with debris, is expressly prohibited.

(14) Noise. Quiet hours shall be maintained from 7 pm to 7 am seven days a week when Temporary Log Storage Yard activities are within 300 feet of an occupied residence. During quiet hours, generators and heavy equipment shall not be operated.

(15) Outdoor Lighting. All outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(16) Property Restoration. The application for a Zoning Clearance Certificate for a Temporary Log Storage Yard shall include a plan for the restoration of the subject property to the condition in which it was prior to the log storage activities. At minimum, a plan for restoration shall include clearance of the site of all vehicles, equipment and materials utilized as part of the Temporary Log Storage Yard; and stabilization of the site, implementation of erosion control measures, and/or successful revegetation to the satisfaction of the Public Works Director.

(17) Performance Guarantee. If a Zoning Clearance Certificate is approved for a Temporary Log Storage Yard on County-owned property, the Applicant shall provide a restoration plan and restoration plan cost estimate to the satisfaction of the Public Works Director. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee.

(18) Grading. There shall be no grading of the site without the prior consultation with the Public Works Director.

(19) Electricity and Electrical Equipment. If new electricity connections are brought to the site, a building permit is required. Electrical wiring and equipment shall comply with the California Electrical Code.

(20) Additional Requirements. The Zoning Clearance Certificate may be subject to additional requirements from Plumas County Public Works, the Northern Sierra Air Quality Management District, Caltrans, CAL FIRE, the Plumas County Public Health Department, Plumas County Environmental Health Department, Plumas County Building, Plumas County Planning, and the State Regional Water Quality Control Board.

(c) Violations, Enforcement, and Penalties.

(1) A Temporary Log Storage Yard that is operating in violation of this Section poses a health and safety hazard and is found to be a public nuisance.

(2) The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms.

ARTICLE 5. EMERGENCY INTERIM HOUSING OUTSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA

Section 4-9.501. - Purpose. This Article is enacted for the purpose of temporarily modifying various regulations in Title 9, Planning and Zoning, of the Plumas County Code to allow the fastest possible transition of residents made homeless or displaced due to the wildfires in Plumas County to emergency interim housing. The Article relaxes certain standards in the Title 9 to allow for additional temporary housing opportunities outside of the boundaries of the Beckwourth Complex Fire and Dixie Fire as delineated by CAL FIRE to meet the urgent need for housing of Displaced Persons and to provide workforce housing for wildfire recovery efforts and fuels reduction activities. This section does not address standards that will be required when Displaced Persons return to their properties within the boundaries of the burned areas. Those standards are addressed in Article 6 of this Chapter.

Section 4-9.502. – Administration and Enforcement. This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

Section 4-9.503. – Residential Use of Recreational Vehicles and Temporary Dwellings.

(a) Government Sheltering Sites. Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and

approved by the Planning Director.

(b) Temporary Use of Recreational Vehicles outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of up to two (2) recreational vehicles with water, sewage disposal, and electrical hook-ups that meet the standards in any zone that permits a residential use, with the exception of 2-R, 3-R, and 7-R (Single Family Residential) shall be allowed for the Effective Period of this Chapter. Use after the Effective Period shall be subject to the standards of "Temporary occupancy" as defined in this section and per Section 9-2.417 of the Plumas County Code.

(c) Temporary Dwellings with Utility Hook-ups outside of the area affected by the Beckwourth Complex and Dixie Fires. Residential use and occupancy of temporary dwellings utilizing hook-ups that meet the standards for water, sewage disposal, and electrical shall be allowed during the Effective Period of this Chapter and subject to the applicable requirements set forth in Section 4-9.503(e), Standards.

(d) Temporary Recreational Vehicle Parks and Basecamps outside of the area affected by the Beckwourth Complex and Dixie Fires. The establishment of temporary recreational vehicle parks shall require hook-ups to water, sewage disposal, and electrical and are permitted in C-2 (Periphery Commercial), R-C (Recreation-Commercial), Rec-1, Rec-3, Rec-10, and Rec-P (Recreation) zones for the Effective Period of this Chapter. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size, and in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit. The Planning Director has discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.503(e), Standards.

(e) Standards. After the Transitory Period, any residential uses of recreational vehicles and nonstructural temporary shelters shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

Use of temporary dwellings shall at all times meet the following standards.

(1) Full hook-ups to water, sewage disposal, and electrical.

(2) Written consent of the property owner.

(3) Shall be located outside of required setbacks established in Title 9, Chapter 2 of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.

(4) The residential use of temporary dwellings shall be located outside of the boundaries of any recorded easements.

(5) The following additional standards apply to temporary recreational vehicle parks and basecamp features:

(i) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.

(6) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

Section 4-9.504. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar lodging uses. Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

Section 4-9.505. – Removal and Disconnection. Every temporary dwelling and basecamp allowed by this Article outside of the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and shall be removed from the property no later than the end of the Effective Period of this Chapter. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

ARTICLE 6. EMERGENCY INTERIM HOUSING INSIDE THE BECKWOURTH COMPLEX AND DIXIE FIRES AREA

Section 4-9.601. - Purpose. As of September 1, 2021, in Plumas County at least one thousand one hundred and ninety-eight (1,198) structures were destroyed, and eighty (80) were damaged by the Dixie Fire. In Plumas County, the Beckwourth Complex destroyed 62 structures, of which 48 were residences and 14 were other structures. The Beckwourth Complex damaged an additional eight (8) structures. As of September 7, 2021, the Dixie Fire has burned 682,912 acres in Plumas County, and the Beckwourth Complex has burned 105,670 acres in Plumas and Lassen Counties. This disaster has created an additional need for housing in a rural area that has already identified a housing shortage. Plumas County now faces the additional need for housing for Displaced Persons. This Article relaxes some building and zoning regulations to allow for additional temporary housing opportunities inside of the Beckwourth Complex and Dixie Fires areas. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk

and should make themselves aware of potential public safety hazards, including but not limited to falling trees or utility poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water/sewage disposal issues. The Article allows persons to place temporary housing on a property once Fire Debris and Hazardous Materials has been removed. The purpose of this Article is to develop reasonable standards that allow persons to move back into the boundaries as delineated by CAL FIRE of the Beckwourth Complex Fire and Dixie Fire areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Plumas County residents on private property during this housing crisis and to provide for workforce housing for wildfire recovery efforts and fuels reduction activities.

Section 4-9.602. – Prohibition, Administration, and Enforcement. It is prohibited for any individual, including a Displaced Person, to reside on any property that contains Fire Debris and Hazardous Materials until the property has been certified clean by the Environmental Health Department. This Article shall be administered under the direction of the Board of Supervisors, by and through the Local Health Officer, Director of Environmental Health, Planning Director, Building Services Director, and other departments specified herein. The Plumas County Code Enforcement Officer may initiate enforcement using any process set forth in the Plumas County Code including, but not limited to, Title 8, Chapter 19. Nothing in this provision is intended to prevent alternative enforcement mechanisms. Except as otherwise provided herein, no recreational vehicle use, temporary dwelling, or any other emergency interim housing authorized pursuant to this Article shall be used for permanent housing after the Effective Period of this Chapter.

Section 4-9.603. – Transitory Use of Recreational Vehicles. Residential use and occupancy of up to two (2) self-contained recreational vehicles on any property inside the Beckwourth Complex and Dixie Fires area that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed for the Transitory Period subject to the applicable requirements set forth under Section 4-9.606, Standards. Use after the Transitory Period shall be subject to the standards of "Temporary occupancy" as defined in this section and per Section 9-2.417 of the Plumas County Code. Recreational vehicles under this section shall also be allowed to utilize hook-ups for water, sewage disposal, and electrical that meet the standards.**Section 4-9.604. – Temporary Dwellings with Utility Hook-ups.** Residential use and occupancy of temporary dwellings inside the Beckwourth Complex and Dixie Fires area utilizing hook-ups that meet the standards for water and sewage disposal, and electrical on any property that permits a residential use, does not contain Fire Debris and Hazardous Materials, and has been certified clean by the Environmental Health Department shall be allowed during the Effective Period of this Chapter subject to the applicable requirements set forth in Section 4-9.606, Standards.

Section 4-9.605. – Use of Cargo Storage Containers. The use of cargo storage containers during the Effective Period of this Chapter shall be allowed, subject to the applicable requirements set forth under Section 4-9.606, Standards.

Section 4-9.606. – Standards. Basecamps, residential use of recreational vehicles and temporary dwellings, and use of cargo storage containers shall meet the following standards as applicable.

(a) At all times, use of recreational vehicles and temporary dwellings is limited to vehicles and dwellings not on a permanent foundation and used for basecamps and to house Displaced Persons during the Effective Period.

(b) Use of temporary dwellings by a Displaced Person is contingent on proof of a damaged or

destroyed residence as verified by the Planning Director or Building Services Director based on prior final building permit or Assessor's records, or other documentation satisfactory to the Planning Director or Building Services Director.

(c) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any setbacks established by Title 9, Chapter 2, of the Plumas County Code, unless the applicant can establish to the satisfaction of the Planning Director that there is no other available location outside of the setback area.

(d) At all times, recreational vehicles, temporary dwellings, nonstructural temporary shelters, and cargo storage containers shall be located outside the boundaries of any recorded easements.

(e) At all times, any use of a cargo storage container shall be for storage of personal and household belongings only and shall be installed as per the requirements of the Plumas County Code and the California Building Code (CBC).

(f) At all times, the property owner or the property owner's authorized agent shall obtain all County permits for all temporary dwellings that are hooked-up to utilities. Written consent of the property owner is required in all cases.

(g) For water hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of water meeting one of the following criteria:

(1) Public water supply;

(2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption; or

(3) Other water source approved by the Department of Environmental Health.

(h) For sewage disposal hook-ups, basecamp features and temporary dwellings shall be connected to an approved sewage disposal system meeting one of the following criteria:

(1) Public sewer system;

(2) A new or existing on-site sewage disposal system that has been approved by the Department of Environmental Health Director to be intact, adequately sized, and functioning correctly;

(3) Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Department of Environmental Health; or

(4) Other method of sewage disposal approved by the Department of Environmental Health.

(i) For electrical hook-ups, basecamp features and temporary dwellings shall be connected to an approved source of electricity meeting one of the following criteria:

(1) Permitted electrical service hook-up; or

(2) Other power source approved by the Building Services Director.

Section 4-9.607. – Government Sheltering Sites. Government Sheltering, including the use of recreational vehicles as part of a Temporary Recreational Vehicle Park and temporary dwellings are an allowed use in the M-R (Multiple-Family Residential), 2-R, 3-R, and 7-R (Single Family Residential), S-1 (Suburban), S-3 (Secondary Suburban), R-10 (Rural), C-2 (Periphery Commercial), Rec-1, Rec-3, Rec-10, Rec-P (Recreation), and R-C (Recreation Commercial) zones. Each congregate Government Sheltering site authorized under this Article shall have been reviewed through the housing site identification process and approved by the Planning Director.

Section 4-9.608. – Temporary Recreational Vehicle Parks. The establishment of temporary recreational vehicle parks on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health is permitted without requiring hook-ups to water, sewage disposal, and electrical only in C-2 (Periphery Commercial), R-C (Recreation Commercial), Rec-1, Rec-3, Rec-10 and Rec-P (Recreation) zones provided there is contracted sewage disposal vacuum service and potable water deliveries. Basecamp features may be located in the same zones as temporary recreational vehicle parks. Additionally, basecamp features may be located in the I-1 (Heavy Industrial) and I-2 (Light Industrial) zones, in R-10 (Rural Zone) when a single parcel is 30 acres or more in size or multiple continuous parcels are collectively 30 acres or more in size , in R-20 (Rural Zone) when in connection with an active permit to mine through the California Department of Conservation, Division of Mine Reclamation and a County approved special use permit, and on parcels 9 acres or more in size on Greenville Wolf Creek Road, Town of Greenville, excluding parcels zoned GF (General Forest), TPZ (Timberland Production Zone), and Rec-OS (Recreation-Open Space). The Planning Director has the discretion to allow basecamps in additional zones, on a case-by-case basis, if the Planning Director determines the basecamp is not inconsistent with zoning or the current use of the parcel and surrounding properties. Such parcels will be subject to additional restrictions as determined by the Planning Director. Temporary recreational vehicle parks and basecamp features are subject to the issuance of a Zoning Clearance Certificate and subject to the applicable requirements set forth under Section 4-9.606, Standards as well as the following standards:

(a) A county encroachment permit must be obtained for all new and existing driveway approaches to publicly maintained roads as specified in the County Improvement Standards.

(b) Basecamps on parcels on Greenville Wolf Creek Road, Town of Greenville, within 300 feet of an occupied residence shall maintain quiet hours from 10 pm to 7 am seven days a week and all outdoor lighting shall be located, adequately shielded, and directed such that no direct light falls outside the property line, or into the public right-of-way in accordance with Plumas County Code Section 9-2.411 (Lighting facilities).

(c) Each Zoning Clearance Certificate application for a temporary recreational vehicle park or basecamp feature if located on County property shall be accompanied by a detailed plan for the restoration and restoration plan cost estimate of the subject property to the satisfaction of the Director of Public Works. Following approval of the restoration plan and associated cost estimate, the applicant shall provide a financial guarantee in the form of a cash deposit or bond equivalent to the cost proposed in the restoration plan. County lands shall be restored to the satisfaction of the Public Works Director as set forth in the approved restoration plan prior to release of the performance guarantee. At minimum, a plan for restoration shall include clearance of the site of all recreational vehicles and related

structures and removal of all-weather surfaces and utilities constructed for said park unless there is a separate application to permit the improvements. Additionally, stabilization of the site, implementation of erosion control measures, and/or successful revegetation shall be required.

Section 4-9.609. – Nonconforming Structures and Uses.

The following modifies Plumas County Code Sec. 9-2.502(d)(3) – General provisions, Continuance, for the duration of the Effective Period:

(a) The lawful nonconforming use of land or structures, if discontinued for a period of one year may be resumed without the issuance of a special use permit.

The following modifies Plumas County Code Sec. 9-2.503(b) – Nonconforming structures, Restoration, for the duration of the Effective Period:

(b) A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored without the issuance of a special use permit.

With the exception of the above, for those sections in Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 5 Nonconforming Structures and Uses that require the issuance of a special use permit, for the duration of the Effective Period, an administrative use permit shall be required.

Section 4-9.610. – Reconstruction or Repair of Legally Constructed Residential, Commercial, or Industrial Building Due to a Wildfire. Reconstruction or rebuild of a building that has been destroyed or damaged due to a wildfire shall begin after the Fire Debris and Hazardous Materials have been removed and the property has been certified clean by the Plumas County Environmental Health Department. The Plumas County Health Officer has identified health hazards in the Fire Debris and Hazardous Materials in the Beckwourth Complex and Dixie Fires areas. Even if a property has been cleared of Fire Debris and Hazardous Materials or never had any Fire Debris and Hazardous Materials, it does not mean that there are no other health hazards or dangers on the property, including dangers resulting from fire-damaged or hazard trees. Property owners and residents must do their own investigation to determine whether there are any other health hazards or dangers on the property. The issuance of a building permit for the property does not accomplish this task. A building permit is a ministerial action requiring only limited review by the County to ensure that the structure meets all applicable building standards. In most zones, an individual is allowed by right to construct a residence after receiving a building permit which only requires conformity to building standards. The building permit is issued based on information supplied by the applicant without independent investigation by the County of the property or potential health hazards or dangers. Given the limited scope of enforcement, it is not possible for the County to identify potential health hazards or dangers which are not directly associated with the permitted structure. The applicant is in a position to inspect the property, identify potential health hazards or dangers, and tailor the application to avoid any potential health hazards or dangers.

Section 4-9.611. – Reuse of Non-Conforming or Sub-Standard Septic Systems for Reconstruction of Non-Conforming or Single-Family Dwellings. Reuse of non-conforming or sub-standard septic systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

(a) A community sewer system approved by the CA State Water Resources Control Board, or

the Department of Environmental Health.

(b) An approved on-site wastewater treatment system (OWTS) or other approved method of sewage disposal as approved by the Department of Environmental Health.

Section 4-9.612. – Reuse of Non-Conforming or Sub-Standard Domestic Water Systems for Reconstruction of Non-Conforming or Single-Family Dwellings. Reuse of non-conforming or substandard domestic water systems shall not occur. Reconstructed non-conforming or single-family dwellings shall be connected to any of the following:

(a) A drinking water system as approved by the CA Water Board, Department of Drinking Water, or the Department of Environmental Health.

(b) An approved drinking water well with an approved annular seal, or a protected water spring.

Section 4-9.613. – Use of Bed and Breakfast Inns, Resorts, Retreats, Camps or Other Similar Uses. Notwithstanding any contrary provision in the Plumas County Code or any use permit conditions, use of existing bed and breakfast inns, resorts, retreats, camps or other similar visitor serving lodging uses shall be allowed on any property that does not contain Fire Debris and Hazardous Materials and has been certified clean by the Department of Environmental Health as emergency interim housing for Displaced Persons and wildfire recovery efforts and fuels reduction activities.

Section 4-9.614. – Removal and Disconnection. Every temporary dwelling and basecamp allowed by this Article inside the Beckwourth Complex and Dixie Fires Area shall be disconnected from water, sewage disposal, and/or electrical hook-ups and removed from the property no later than the end of the Effective Period of this Chapter or within 30 days of a final inspection or the issuance of a certificate of occupancy for a replacement dwelling, whichever is earliest. After the Transitory Period, any residential uses of recreational vehicles shall meet the standards of Section 9-2.405 Camping as may be amended or Section 9-2.417 Temporary Occupancy.

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION of Intention of the Board of Supervisors of the County of Plumas Directing the Planning Department to Undertake a Code Amendment Process and Bring Recommendations of the Planning Commission to the Board of Supervisors for Consideration in Amending Article 41, Telecommunications, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances; General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** of Intention of the Board of Supervisors of the County of Plumas Directing the Planning Department to Undertake a Code Amendment Process and Bring Recommendations of the Planning Commission to the Board of Supervisors for Consideration in Amending Article 41, Telecommunications, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances.

Background and Discussion:

On September 2, 2025, at the regular meeting of the Board of Supervisors, an item under the Board of Supervisors was heard, as follows: “Verizon cell tower construction community and tribal concerns; discussion and possible direction to staff.”

There were several comments made prior to and during this item from members of the public, including adjacent property owners, as well as the Board of Supervisors.

A presentation at the September 2, 2025, Board meeting was delivered by Planning Director Tracey Ferguson concerning information about a telecommunications (cell) tower in Greenville at 1006 Powerline Road (Assessor Parcel Number 004-030-024) Zoned Timberland Production Zone (“TPZ”); landowner – Sierra Pacific Land and Timber Company; ground land lease – assigned over to Vertical Bridge (Delray Beach, FL) with subsidiary The Towers of California, LLC in early 2025; cell tower owner – Vertical Bridge (Delray Beach, FL) with subsidiary The Towers of California, LLC; building permit applicant/anchor tenant – Verizon Wireless (Walnut Creek, CA); leasing manager/zoning manager – Sequoia Development Services, Inc. (Lake Forest, CA); architecture and engineering project manager – All States Engineering & Surveying (Lake Forest, CA); contractor – JFC Construction Inc. (Martinez, CA), with building permit received on 4/9/2024 (Building Permit No. 24-289); approved by the Planning Department on 6/5/24; approved by the Building Department on 6/8/24, and the building permit issued on 8/5/2025. Construction of the cell tower then commenced sometime during the month of August 2025.

The meeting minutes of September 2, 2025, for this item noted a motion to direct the Planning Department, County Counsel, and Chair Goss to communicate with all parties, verifying questions, and attempting to obtain a cease and desist order. Motion was moved by Supervisor District 3 McGowan, Seconded by Supervisor District 1 Ceresola. The motion passed by unanimous roll call vote.

PLANNING DEPARTMENT RECOMMENDED ACTION

Section 704 of the Telecommunications Act of 1996 gives authority to local agencies to regulate the design, construction, aesthetics, and land use impacts of telecommunications facilities. On January 22, 2019, the Board of Supervisors passed and adopted, by Ordinance No. 2019-1116, Article 41, Telecommunication, by a majority vote with three (3) supervisors for (Thrall, Engel, Sanchez), one supervisor against (Simpson), and one supervisor absent (Goss).

Pursuant to Plumas County Code Sec. 9-2.4101, Purpose and intent, the purpose of Article 41, Telecommunications, is to define a comprehensive set of standards for the design and placement of telecommunications facilities within Plumas County that are consistent with applicable federal standards, state standards, Plumas County Code, and Plumas County General Plan that protect and enhance the safety, health, and welfare of the public by minimizing adverse general, visual, and operational impacts from telecommunications facilities while providing telecommunications in an effective and efficient manner.

Plumas County Code Sec. 9-2.4105(h) exempts telecommunications facilities located in the Timberland Production Zone ("TPZ") zoning district from the standards set forth in Article 41, Telecommunications.

The property located at 1006 Powerline Road, Greenville (APN 004-030-024) is zoned Timberland Production Zone ("TPZ"). Coterminous parcels are zoned Secondary Suburban ("S-3") and Rural ("R-20").

Based on public comment prior to, and public and Board of Supervisors testimony during the September 2, 2025, Board of Supervisors meeting on the telecommunications (cell) tower construction in Greenville at 1006 Powerline Road, the telecommunications facility located in "TPZ" zoning created design, construction, aesthetics, and land use impacts with the residentially zoned coterminous parcels.

The Planning Department is now bringing forward a Resolution of Intention of the Board of Supervisors to:

1. Undertake a Code Amendment process with the Plumas County Planning Commission concerning design and placement standards pursuant to Article 41, Telecommunication, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances for telecommunications facilities located in the Timberland Production Zone ("TPZ") zoning district when coterminous with parcels defined as "Residential zones" pursuant to Sec. 9-2.4102(y); and
2. Bring Planning Commission recommendations to the Board of Supervisors for consideration in amending Article 41, Telecommunication, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances.

Action:

Adopt **RESOLUTION** of Intention of the Board of Supervisors of the County of Plumas Directing the Planning Department to Undertake a Code Amendment Process and Bring Recommendations of the Planning Commission to the Board of Supervisors for Consideration in Amending Article 41, Telecommunications, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances.

Fiscal Impact:

Planning Department FY25/26 Approved Budget (wages) and any other department labor that may be required for staff time such as County Counsel.

Attachments:

1. Resolution of Intention_BOS_11.18.2025
2. Greenville_VERIZON_CellTower_1006 Powerline Road_11.12.25 PHOTO

RESOLUTION NO. 2025–_____

A RESOLUTION OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DIRECTING THE PLANNING DEPARTMENT TO UNDERTAKE A CODE AMENDMENT PROCESS AND BRING RECOMMENDATIONS OF THE PLANNING COMMISSION TO THE BOARD OF SUPERVISORS FOR CONSIDERATION IN AMENDING ARTICLE 41, TELECOMMUNICATIONS, CHAPTER 2 ZONING, TITLE 9 PLANNING AND ZONING OF THE PLUMAS COUNTY CODE OF ORDINANCES

WHEREAS, Section 704 of the Telecommunications Act of 1996 gives authority to local agencies to regulate the design, construction, aesthetics, and land use impacts of telecommunications facilities; and

WHEREAS, the Plumas County 2035 General Plan adopted on December 17, 2013, specifically requires, through Land Use (LU) Element Policy 1.9.1, Communication Tower Location Criteria, that Plumas County provide site development criteria for telecommunications facilities in Plumas County Code, Title 9 Planning and Zoning; and

WHEREAS, Implementation Measure 18 implementing Land Use (LU) Element Policy 1.9.1, Communication Tower Location Criteria, directs the County to undertake necessary and appropriate zoning code and zoning map changes to promote and encourage the appropriate location for cellular tower facilities and other communication technology infrastructure within the County, utilizing such measures as co-location; and

WHEREAS, the Planning Commission held twenty-one (21) workshops, starting in July 2017, to develop Article 41, Telecommunications; and

WHEREAS, on October 18, 2018, the Planning Commission held a properly noticed public hearing for Article 41, Telecommunications, and received testimony from all interested parties; and

WHEREAS, on October 18, 2018, the Planning Commission recommended by Resolution Number P.C. 2018-2 that the Board of Supervisors find that adoption of Article 41, Telecommunications, would not have a significant impact on the environment, adopt Negative Declaration No. 674, and adopt Article 41, Telecommunications, amending Chapter 2 Zoning, Title 9 Planning and Zoning, of Plumas County Code; and

WHEREAS, on January 15, 2019, and January 22, 2019, the Board of Supervisors held properly noticed public hearings for Article 41, Telecommunications, and received testimony from all interested parties; and

WHEREAS, on January 22, 2019, the Board of Supervisors passed and adopted, by Ordinance No. 2019-1116, Article 41, Telecommunication, by a majority vote with three (3) supervisors for (Thrall, Engel, Sanchez), one supervisor against (Simpson), and one supervisor absent (Goss); and

WHEREAS, pursuant to Plumas County Code Sec. 9-2.4101, Purpose and intent, the purpose of Article 41, Telecommunications, is to define a comprehensive set of standards for the design and placement of telecommunications facilities within Plumas County that are consistent with applicable federal standards, state standards, Plumas County Code, and Plumas County General Plan that protect and enhance the safety, health, and welfare of the public by minimizing adverse general, visual, and operational impacts from telecommunications facilities while providing telecommunications in an effective and efficient manner; and

WHEREAS, Plumas County Code Sec. 9-2.4105(h) exempts telecommunications facilities located in the Timberland Production Zone ("TPZ") zoning district from the standards set forth in Article 41, Telecommunications; and

WHEREAS, on April 9, 2024, Building Permit 24-00289 was submitted to the Building Department for the construction of a new telecommunications facility, including a 199-foot-tall lattice tower, on the property located at 1006 Powerline Road, Greenville (APN 004-030-024); and

WHEREAS, the property located at 1006 Powerline Road, Greenville (APN 004-030-024) is zoned Timberland Production Zone ("TPZ"); and

WHEREAS, on June 5, 2024, Building Permit 24-00289 was approved by the Planning Department, exempting the new telecommunications tower from the standards in Article 41, Telecommunications, pursuant to Plumas County Code Sec. 9-2.4105(h); and

WHEREAS, on June 8, 2024, Building Permit 24-00289 was approved by the Building Department; and

WHEREAS, the property located at 1006 Powerline Road, Greenville (APN 004-030-024) is coterminous to residential properties zoned Secondary Suburban ("S-3") and Rural ("R-20"); and

WHEREAS, telecommunications facilities located on parcels zoned Timberland Production Zone ("TPZ") create design, construction, aesthetics, and land use impacts when coterminous with parcels defined as "Residential zones" pursuant to Plumas County Code Sec. 9-2.4102(y), including Single Family Residential ("2-R," "3-R," "7-R"), Multiple-Family Residential ("M-R"), Suburban ("S-1"), Secondary Suburban ("S-3"), and Rural ("R-10" and "R-20").

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of the County of Plumas, State of California, that this Board hereby directs the Planning Department to:

1. Undertake a Code Amendment process with the Plumas County Planning Commission concerning design and placement standards pursuant to Article 41, Telecommunication, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances for telecommunications facilities located in the Timberland Production Zone ("TPZ") zoning district when coterminous with parcels defined as "Residential zones" pursuant to Sec. 9-2.4102(y); and

2. Bring Planning Commission recommendations to the Board of Supervisors for consideration in amending Article 41, Telecommunication, Chapter 2 Zoning, Title 9 Planning and Zoning of the Plumas County Code of Ordinances.

The foregoing Resolution of Intention was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 18th day of November 2025 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Said Resolution of Intention to be effective as of the 18th day of November 2025.

_____

Kevin Goss
Chair, Board of Supervisors

ATTEST:

_____

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

mobile mini
JCB
Nov 12, 2025 at 8:31:45 AM
+40.159426,-120.948008
Greenville CA 95947
United States
Plumas National Forest
Plumas County Building Department

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Human Resources Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION ratifying the Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Term of MOU: 24 Months (7-1-25 to 6-30-27)

Wage: 10% increase the first full pay period following the approval (Effective November 30, 2025). The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU.

Lump Sum: $500 one time lump sum paid the first full pay period following the approval (Effective November 30, 2025)

Longevity Pay: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning July 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 continuous 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.

Action:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact.

Attachments:

1. 7068 FINAL

RESOLUTION NO. 2025-

RESOLUTION RATIFYING THE MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, SHERIFF'S DEPARTMENT UNIT AND SHERIFF'S MID-MANAGEMENT UNIT

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit have met and conferred in good faith and have reached a tentative agreement for the Memoranda of Understanding covering wages, hours and other terms and conditions of employment. The period covered under these tentative agreements is July 1, 2025, to June 30, 2027.
WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memoranda of Understanding for the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit.

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

1. Board of Supervisors ratifies and accepts the Memoranda of Understanding for the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit, which has been set forth in the copies of the Memoranda of Understanding attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memoranda of Understanding, and the Board Chair is authorized to execute the individual Memoranda 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 18th day of November 2025 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Human Resources Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Term of MOU: 24 Months (7-1-25 to 6-30-27)

Wage: 10% increase the first full pay period following the approval (Effective November 30, 2025). The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU.

Lump Sum: $500 one time lump sum paid the first full pay period following the approval (Effective November 30, 2025)

Longevity Pay: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning July 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 continuous 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.

The negotiation team consisted of Deputy County Counsel Sara James, Human Resource Director Joshua Mizrahi and Jonathan Murphy for the Sheriff's Employment Association, and the resolution and resultant MOU have been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact.

Attachments:

1. SDU MOU 2025-2027 - Final Version - unsigned

MEMORANDUM OF UNDERSTANDING
(MOU)

Between

COUNTY OF PLUMAS

and

PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION

SHERIFF'S DEPARTMENT UNIT
(SDU)

JULY 1, 2025 - JUNE 30, 2027

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PREAMBLE

In accordance with the provisions of Government Code section 3505 et seq., representatives of the County of Plumas (the "County") met and conferred in good faith with representatives of Plumas County Sheriffs Employees Association (the "Association") and the following agreement was made on wages, hours, and other terms and conditions of employment.

GENERAL PROVISIONS

ARTICLE 1.01 PARTIES TO THE MEMORANDUM: This memorandum has been entered into between the County of Plumas, hereinafter referred to as the County, and by the Plumas County Sheriffs Employees Association, hereinafter referred to as the Association, on behalf of the employees who are represented by the Association occupying job classifications within the Sheriff's Department Unit.

ARTICLE 1.02 SCOPE OF REPRESENTATION: The County will abide by the Meyers-Milias-Brown Act where and when it applies to the members of the Association. The scope of representation of the Association shall include all matters relating to employment conditions and employer- employee relations including, (but not limited to) wages, hours, and other terms and conditions of employment.

ARTICLE 1.03 VALIDITY OF MEMORANDUM: Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 1.04 RATIFICATION: It is agreed that this Memorandum of Understanding is of no force or effect until ratified and approved by the Board of Supervisors of the County of Plumas.

ARTICLE 1.05 RECOGNITION: Plumas County Sheriff Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications within the Sheriff's Employees Association Unit as listed in Appendix A.

ARTICLE 1.06 PAYROLL DEDUCTIONS: It is mutually agreed that the County will, during the term of this Memorandum, deduct moneys and remit to the Association as authorized by Employee Payroll Deduction, provided that there are no more than two different deductions.

ARTICLE 1.07 EMERGENCY DEFINED: "Emergency" shall be defined as unforeseen circumstances requiring immediate actions; a sudden, unexpected happening,

an unforeseen occurrence or condition.

ARTICLE 1.08 PLUMAS COUNTY PERSONNEL RULES: Any reference to Personnel Rules in this Memorandum of Understanding specifically refers to the Plumas County Personnel Rules.

RESPECTIVE RIGHTS

ARTICLE 2.01 MANAGEMENT RIGHTS: The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, evaluate promote, layoff, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. This Article is not subject to the Grievance Procedure of this Agreement.

ARTICLE 2.02 ASSOCIATION REPRESENTATIVE'S VISITATION RIGHTS:

(1) The County shall grant official representatives of the Association reasonable time to discuss any grievance or problem arising under the terms of this Memorandum with any represented employee. Employees seeking this reasonable time must receive verbal and/or written permission from an appropriate manager prior to taking this paid release time.

The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty without loss of pay to meet and confer with County representatives during negotiations. No such employee representative shall be eligible for overtime, call back, on call or travel pay for meeting and conferring with County representatives. "Official representatives" shall be defined as those

persons elected to the Association's Board of Directors and whose names have been recorded with the County Human Resource Director.

(2) "Reasonable time" shall be defined as such length of time as may fairly, properly, and reasonably be allowed or required, having regard to the nature of the grievance, and to the attending circumstances.

(3) Association committee work shall not be conducted on County time.

ARTICLE 2.03 REPRESENTATIVE'S ASSOCIATION LEAVE: The County shall allow an aggregate total of one hundred-twenty (120) hours off per year for use by up to five (5) Association representatives to attend seminars or conferences. Association members may volunteer to donate either vacation or Compensatory Time Off (CTO) to cover the non-pay period of the representatives' leave.

GRIEVANCE PROCEDURE

ARTICLE 3.01 GRIEVANCE PROCEDURE:

(1) A "Grievance" shall be defined as a claim between the County and the Association, or an employee or employees covered by this Memorandum. A grievance resolution, at any level, shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding, any County Ordinance or Resolution or any state or federal Law. Such claim must pertain to any of the following:

a. Any matter relating to working conditions not specifically covered by this Memorandum.
b. Any matter involving the interpretation of any provision, of this Memorandum,
c. Any matter involving the violation of any provision or intent of this Memorandum,

(2) There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE: An employee's grievance must be submitted to his 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 answer to the employee by the end of the fifth (5^{th}) calendar day following the presentation of the grievance and the giving of such answer will terminate "step one".

STEP TWO: 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 alleged to have been violated, signed and dated by the employee and presented to the supervisor or his designee within seven (7) calendar days after termination of "step one". A meeting with the representative and supervisor or his designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the supervisor or his designee. The supervisor or his designee may invite other members of management to be present at such meeting. The supervisor or his designee will give a written reply no later than seven (7) calendar days 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 2 may be repeated for each layer of supervision in the chain of command before advancing to Step 3.

STEP THREE: If the grievance is not settled in "step two" the Association 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 five (5) working days from the date such meeting.

(3) Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

(4) 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.

(5) The decision of the Sheriff may be appealed to the designated hearing officer pursuant to Section 5.02.

DISCIPLINARY ACTION

ARTICLE 4.01 NOTICE OF INTENDED DISCIPLINARY ACTION: A permanent employee shall not be dismissed, demoted, or suspended without pay unless the appointing authority serves the employee with a "notice of intended disciplinary action" at least seven (7) calendar days before the action is taken.

Prior to service of the notice, the appointing authority shall notify the County Counsel of the intended discipline.

The notice shall be served personally while the employee is on duty. In case of unauthorized absence, the notice shall be served by certified mail/return receipt, but service shall be deemed completed (10) ten calendar days from the date of mailing.

The notice shall include:

(1) The intended action and the date it will be taken;

(2) Reasons for the action, and a concise factual description of the conduct warranting discipline.

(3) Identification of the documents and other evidence on which the action is based, and attachment of copies of the documents.

(4) Advisement of the right to a pre-discipline hearing and the right to file a written response.

(5) Advisement of the right to representation by someone of the employee's own choosing (e.g., steward, friend, attorney, etc.).

ARTICLE 4.02 PRE-DISCIPLINE HEARING: Within seven (7) calendar days from the date of service of the notice of intended disciplinary action, an employee may request a pre-discipline hearing and/or may file a written response to the notice.

The appointing authority shall schedule a hearing within ten calendar days, unless mutually waived by both parties. The hearing shall be closed. The appointing authority shall conduct the hearing informally, and no official record or transcript shall be made, although the parties may make notes. The employee may be assisted by a representative, and may call witnesses. All participants shall be allowed time off with pay to attend.

Within seven (7) calendar days from the conclusion of the hearing, the appointing authority shall serve the employee with a written notice of disciplinary action imposed, if any, and the grounds and evidence on which it is based. If discipline is imposed, the employee shall be notified of the right to appeal pursuant to Article 5. An appeal shall not stay imposition of the discipline.

ARTICLE 4.03 ADMINISTRATIVE LEAVE: An appointing authority may suspend with pay an employee pending initiation and/or imposition of the disciplinary action and/or conclusion of any appeal. Suspension with pay shall be deemed administrative leave with no punitive consequence, and therefore it shall not be subject to appeal under Article 5.

ARTICLE 4.04 CAUSES FOR DISCIPLINARY ACTION: An employee may be disciplined for any good cause including the following, which are indicative rather than all-inclusive:

(1) Absence without leave, or abuse of authorized leave.
(2) Incompetence, neglect of duty, or inefficiency.
(3) Insubordination, or violation of any lawful or reasonable order given by a supervisor or Sheriff.
(4) Working under the influence of alcohol or drugs.
(5) Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
(6) Misappropriation of county funds or property.
(7) Dishonesty or theft.
(8) Conviction of any criminal act involving moral turpitude.
(9) Any violation of Personnel Rule 22.

ARTICLE 4.05 LETTERS OF REPRIMAND: When informal discussion and corrective action are ineffective in altering the unsatisfactory conduct or performance of any employee, the appointing authority shall deliver a formal letter of reprimand to the employee. The letter shall describe the problem in detail, make reference to relevant rules, policies and laws, demand correction of the problem, and indicate that more serious disciplinary action shall be imposed if the problem persists. Such letter will be withdrawn from the employee's official personnel file two (2) years from the date of issue provided there has not been an additional discipline imposed during the two (2) year period.

PERSONNEL ACTION APPEALS

ARTICLE 5.01 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); Personnel Rule 16.02 (disciplinary action); and Article 3.0 (grievance).

ARTICLE 5.02 REQUEST 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 ten (10) days of 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, County Administrative Officer, Director of Human Resources and Risk Manager 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.

ARTICLE 5.03 HEARING OFFICER: The hearing officer shall be assigned by mutual agreement of the Association and County Counselor from a list of five (5) names submitted by the State Mediation and Conciliation Service.

In order to resolve disputes in a more timely and efficient manner for both employees and the County, upon mutual agreement and on a case-by-case basis, the parties agree to use a mediator or an arbitrator from a list of local attorneys, Administrative Law Judges and professional arbitrators that are in the region. The parties shall mutually agree upon the definition of "region".

The hearing officers shall be considered on the basis of the following criteria:

(1) Education, work experience, and community service;

(2) Relative neutrality toward the points of view of labor and management;

(3) Reputation for integrity and a sense of justice and fairness;

(4) Availability and willingness to serve on the terms set forth in these rules.

In the event the Association and County are unable to mutually agree on the selection of the hearing officer, each party shall alternately strike names from the list until one remains to be assigned as the hearing officer. The party to strike the first name shall be selected by lot.

The cost of the hearing officer shall be shared equally between the County and Association, or the County and appellant if the Association is not representing the appellant.

ARTICLE 5.04 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 hearing officer 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 hearing officer. The hearing need not be conducted according to technical rules of evidence, but the hearing shall be expedited by the exclusion of irrelevant or repetitious matter.

The interested parties and their representatives shall have the right to introduce any relevant written or physical evidence, and to call and examine witnesses. The hearing officer may subpoena witnesses pursuant to section 1985 of the Code of Civil Procedure.

Oral testimony may be taken on oath or affirmation administered by the hearing officer. County employees called as witnesses shall serve without loss of pay in accordance with Article 9.07.

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 a hearing officer 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. (Reference: Government Code Section 1094.6)

ARTICLE 5.05 FINAL DECISION: Within forty-five (45) days of the conclusion of the hearing, unless waived by the parties, the officer 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 hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

WAGE AND RELATED

ARTICLE 6.01 WAGE:

The County will increase base wages for all S.E.A. classifications during the term of the MOU as follows:

10% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU. Wages shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all members of the bargaining unit who were employed by the County on or before the first pay period this is ratified, a one-time, non-recurring, non-pensionable lump sum payment in the amount of five hundred dollars ($500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement.

ARTICLE 6.02 WAGE ON POSITION RECLASSIFICATION: The wage of an employee whose position is reclassified shall be determined as follows:

(1) If reclassified and allocated to a wage range equal to the previous range, the employee's anniversary date shall not change.

(2) If reclassified and allocated to a wage range lower than the previous range, the employee's wage and anniversary date shall not change, but the position shall be Y -rated pursuant to Personnel Rule 2.68.

(3) If reclassified and allocated to a wage range higher than the previous range, the employee shall remain at the same step, which the employee had prior to the reclassification. The anniversary date shall not change.

ARTICLE 6.03 WAGE POSITION REALLOCATION: When a position classification is reallocated to a different wage range, the wage of the employee whose position is affected shall be determined in accordance with Article 6.02.

ARTICLE 6.04 WAGE STEP AT HIRING: Unless provided otherwise by these rules, all newly hired employees shall be appointed at Step A. If an applicant possesses extraordinary qualifications, appointment at a step higher than A may occur pursuant to Personnel Rule 6.03.

ARTICLE 6.05 MERIT ADVANCEMENT BY WAGE STEP: Advancement through the wage 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 measured from the date of hire.

Satisfactory performance shall be evidenced by an appointing authority's memorandum to the Human Resources Director, and the memorandum shall be based on performance evaluations conducted pursuant to Article 7.0.

When merit advancement is denied to an employee, it shall be in writing with a copy to the employee and the employee's performance shall be reevaluated within forty-five (45) days and if 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 their next anniversary date.

ARTICLE 6.06 LONGEVITY ADVANCEMENT: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning July 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 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.

ARTICLE 6.07 WAGE STEP ON PROMOTION: When promoted to a position classification in a higher wage range, the employee shall be appointed at Step A or to such advanced step representing a five percent (5%) increase over present wage, whichever is greater. The anniversary date shall become the effective date of the promotional appointment.

ARTICLE 6.08 WAGE PLAN: Each position classification shall be allocated by Board of Supervisors resolution to a wage range in the County's wage plan. The plan shall represent a scale of compensation for full-time work exclusive of allowances, paid leave, overtime, or fringe benefits. The plan shall be adopted and amended as necessary by resolution of the Board.

Within each wage range shall be a series of steps from A through E. The base wage in the range shall be A, with advanced steps representing incremental increases of approximately five percent between steps.

ARTICLE 6.09 WAGE STEP ON DEMOTION: Upon demotion to a position classification in a lower wage range, the wage step and anniversary date of the employee shall not change.

ARTICLE 6.10 WAGE ON TRANSFER: When an employee is transferred, whether voluntarily or not, or within the department or not, and there is no change in wage range, the employee's wage step and anniversary date shall not change.

ARTICLE 6.11 WAGES FOR PART-TIME EMPLOYEES: Part-time permanent employees shall be paid for the hours worked at the hourly wage rate for the classification and step of the position they hold.

ARTICLE 6.12 EDUCATION PAY: Employees shall be paid educational pay at the following rate upon completion of the following programs:

(1) For an Intermediate P.O.S.T Certificate, three percent (3%) over base wage.

(2) For an Advanced P.O.S.T. Certificate, five percent (5%) over base wage.

ARTICLE 6.13 PAY PERIOD: Employees shall be paid biweekly.

ARTICLE 6.14 PAY FOR WORKER IN HIGHER JOB CLASSIFICATION:

Any employee who is assigned duties of a higher job classification by the Sheriff or his designee shall be paid either the A step of the wage rate of the higher classification or five (5%) above the employee's current wage rate, whichever is the highest, for all time he performed such duties, provided however, such duties in the higher job classification constitute fifty percent (50%) of the employee's work time in a given pay period.

ARTICLE 6.15 SHIFT DIFFERENTIAL: The shift differential pay for employees in the classifications of Communications Worker and Correctional Officer will be ($0.35) thirty-five cents per hour for the "swing shift" and ($0.65) sixty-five cents per hour for the "graveyard shift".

ARTICLE 6.16 SPECIALTY PAY:

(1) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Field Training Officer shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(2) Qualified employees in the classification of Correctional Officer, who, at the sole discretion of the Sheriff, are assigned the additional duties of Jail Training Officers shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(3) Qualified employees in the classification of Sheriff Dispatcher, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatcher Training Officer, shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(4) Employees identified by the Human Resources Director that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

ARTICLE 6.17 CANINE HANDLERS: Employees assigned to a canine unit will receive one hundred dollars ($100) per month for the general care, exercise, grooming, feeding, and veterinarian care of the dog.

The County reserves the right to discontinue the Canine Program at any time.

PERFORMANCE EVALUATION

ARTICLE 7.01 POLICY: Each appointing authority shall be responsible for effectively evaluating the performance and conduct of the department's employees. The

frequency shall be at least once a year. An effective evaluation provides written documentation, in a regular and timely manner, on the quality of performance and employee developmental needs. Such documentation shall provide a basis for future personnel decisions.

ARTICLE 7.02 PERFORMANCE STANDARDS: Performance standards shall be established by each appointing authority according to the general needs of the department, and to the particular features of each position description. Employees shall be made aware of the prevailing standards. The standards shall include:

(1) Required attendance at work, and authorized exceptions;

(2) Proper use of county property;

(3) Safety rules;

(4) Standards for personal attire and grooming;

(5) Standards related to Article 4.04 and Personnel Rule 22.

ARTICLE 7.03 EVALUATION: An evaluation shall distinguish between five levels of performance as to each performance standard, and as to overall performance, as follows:

(1) "Outstanding" Performance consistently above the standard.

(2) "Above Average" Performance occasionally above the standard.

(3) "Satisfactory" Performance meets the standard.

(4) "Below Average" Performance occasionally below the standard.

(5) "Unsatisfactory" Performance consistently below the standard.

The calendar period covered by the evaluation shall be stated clearly. When an employee's performance is evaluated as other than "satisfactory," the appointing authority (or his or her designee) shall attach a written explanation of the reasons for finding a level of performance other than satisfactory. Further, evaluations of "below average" and "unsatisfactory" shall be accompanied by a written explanation of suggested corrective actions to be taken by the employee. At the employee's request, the appointing authority shall discuss the evaluation with the employees.

Prior to placing the evaluation in the employee's personnel file, the appointing authority or his or her designee shall have the employee sign an acknowledgment of receipt of the evaluation. The employee may also submit

written comments on the evaluation for placement in the personnel file.

ARTICLE 7.04 DISPUTED EVALUATION: When an employee disputes an evaluation, the employee may, within fifteen calendar days, file a grievance in accordance with the procedures in Article 3.01. The employee may pursue the grievance to Step 3 which shall be the final level of review of the evaluation.

OVERTIME AND RELATED

ARTICLE 8.01 OVERTIME: Overtime shall be paid on the following basis:

(1) Sheriff's Department employees, except FLSA-exempt employees, shall be paid one and one-half *(1.5)* times the number of hours worked in excess of their normal workweek.

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

ARTICLE 8.02 COMPENSATORY TIME OFF: Compensatory time off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below.

(1) Each employee and the Sheriff shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time records cards maintained by the Auditor.

(2) The CTO maximum accumulation for "sworn" personnel shall be one hundred and twenty (120) hours. The CTO maximum accumulation for "non-sworn" personnel shall be ninety (90) hours

When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the limits stated above, the employee shall be paid for that overtime work.

(3) Compensatory time off shall be earned and used as authorized by the Sheriff.

(4) Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.

(5) The right of the employee to choose between compensatory time off or overtime as defined in Article 8.01 of this Memorandum shall be absolute, and the employee shall not be denied this discretionary right for any reason, whatsoever.

Employees with CTO time banks are permitted to cash out their CTO banks at the time they transfer to a new department with a different department head (for example, outside of the Sheriff's department).

ARTICLE 8.03 CALL-BACK AND STANDBY DUTY:

(1) Strict Standby. An officer in the strict standby situation shall be required to remain at a defined location and shall be fully ready for immediate recall to duty. Time spent in the strict standby situation shall be compensated at the regular rate of pay.

(2) Call-backs. If a superior officer or a dispatcher calls back any full-time employee after his or her normal working hours to perform work, the County shall pay the employee for all hours actually worked, but in no event shall the employee receive less than a minimum of two (2) hours' pay.

(3) For the purpose of this section, responding by telephone is not considered as a call-back. However, the actual time of an official telephone response will be considered as overtime.

(4) Standby Time. Standby time shall not be computed toward overtime.

ARTICLE 8.04 COURT STANDBY: If the District Attorney and the employee agree, a subpoenaed officer may be placed on court standby time while awaiting the court appearance, and shall receive one-half (1/2) the officer's rate of pay applicable to that time period; provided, however, the officer can be contacted and appear in court within two (2) hours of being contacted. While on court standby, the officer would be released to conduct personal business.

PAID LEAVE

ARTICLE 9.01 SICK LEAVE: Sick leave is a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms:

(1) An employee shall accrue sick leave at the rate of one and one- quarter *(1.25)* working days per month of compensated service from date of hire.

(2) An appointing authority shall approve sick leave only after ascertaining that the absence was caused by illness or accident, and a doctor's certificate may be required.

(3) Uses of Sick Leave Upon Termination of Employment:

CASH VALUE					
Years of Service	Resignation	Layoff	Retirement	Death	Death in Line of Duty
10	35%	35%	35%	35%	100%
15	40%	40%	40%	40%	100%
20	50%	50%	50%	50%	100%

Table 1

10 YEARS OF SERVICE:

(1) Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten (10) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of thirty-five percent (35%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(2) 15 YEARS OF SERVICE:
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after fifteen (15) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of forty percent (40%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(3) 20 YEARS OF SERVICE
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after twenty (20) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of fifty percent (50%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(4) DEATH IN THE LINE OF DUTY
In the event an employee dies of a line-of-duty injury received during the actual and proper performance of County service relating to the alleged of actual commission of an unlawful act or directly resulting from a characteristic hazard of law enforcement duty through no fault of the employee, the employee's estate shall be paid one hundred percent (100%) of any accrued unused sick leave. After this payout the sick leave bank shall be exhausted and contain no more cash value to the employee's estate.

(5) An employee may use all accumulated sick leave when eligible for

disability retirement.

(6) LIMITATIONS TO SICK LEAVE USAGES AT RETIREMENT
Employees who retire shall have the following sick leave benefit options:

(a) Cashable values as outlined in Table 1 above, or

(b) Sick leave conversion to prepaid health Insurance Option based on years of continuous service as stated in section 12.02, or

(c) PERS Sick Leave Service Credit Employees who are in the Safety Risk Pool can convert up to one hundred percent (100%) of unused sick leave to retirement service credit with 0.004 year of service credit for each unused day (eight (8) hours in a work-day per Personnel Rule Definitions 2.66) of sick leave certified to CalPERS Board by Plumas County Human Resources, pursuant to Labor Code 20965, or

(d) Any combination of the options listed in (a), (b) and (c) above, limited to that the employee is eligible, in the following order:

1. The employee must first specify the total number of hours of their sick leave to be to cash.

2. Any remaining sick leave hours after cash conversion per Table 1 can then be converted to pre-paid health insurance.

3. Lastly, any remaining sick leave hours after cash conversion and conversion to pre-paid health insurance can be applied to PERS Sick Leave Service Credit.

Following conversion of accrued, unused sick leave pursuant to this subsection, the converted sick leave shall no longer have any value under any provision of this section. For calculations regarding conversion of unused sick-leave contact Human Resources.

(7) It is the understanding of the County and Association that this amendment to Section 9.01 is specifically intended to address the outcome of the 2007 arbitration award, rendered by arbitrator Richard Anthony, and to prevent any employee covered by this agreement from converting to cash any sick leave hours and then using the same sick leave hours used in that cash conversion for any other calculation of benefits under Section 9.01.

ARTICLE 9.02 VACATION: Paid vacation is exclusively a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms and "days" shall refer to (8) eight-hour working days.

(1) Accrual shall be computed from the date of hire:

a. During the first and second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

b. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.

c. During the eighth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year

(2) Accrued unused vacation leave shall be twice the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached.

If an employee exceeding the accrual limit is prevented from taking a scheduled vacation due to being on Labor Code Section 4850 leave the employee will continue to earn vacation over the maximum limit for the period of Labor Code Section 4850 leave time up to one (1) year.

In the event an employee was prevented from taking a scheduled vacation due to County needs, which results in the employee exceeding the accrual limit, the employee will continue to earn vacation over the maximum limit for no longer than (6) six months by which time the employees vacation accrual balance must be at or below the maximum allowed accrual. The Sheriff and the employee will cooperate by making a reasonable attempt to use the excess time.

Should an employee and the Department be unable to reach agreement on a date(s) for vacation use by the employee, the employee will submit a written request for time off and offer three (3) alternative starting dates. A Department manager shall grant one of the three options or authorize payment for the employee's vacation that is over the cap on the next pay period. The Department must respond to the request for time off within ten (10) working days after its submission. Once the time off is granted it cannot be rescinded unless the County is experiencing a countywide emergency.

The County agrees each employee shall be eligible to buy back forty (40) hours of vacation leave once per calendar year provided the employee has

taken forty (40) hours of vacation in the past twelve (12) months and has eighty (80) hours remaining vacation time banked.

(3) Vacation leave shall be taken with the prior approval of the Sheriff appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

The Sheriff Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year in order to relieve the stress of employment.

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.

(4) Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the regular rate of pay at the effective date of termination or resignation.

ARTICLE 9.03 FAMILY INJURIES AND ILLNESS: In the event of injury or illness in the employee's family, a full-time permanent or full-time probationary employee shall be allowed up to ten (10) days of leave per year, which shall be chargeable to sick leave or vacation leave at the employee's option. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

ARTICLE 9.03.01 FAMILY AND MEDICAL LEAVE: The County will adhere to the provisions of the Family Medical Leave Act (FMLA) and other related federal, state and local laws with regards to unpaid leaves of absence.

Pursuant to the terms of the Family Medical Leave Act (FMLA):

a. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months, including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.

b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of his immediate family; or when the employee is unable to work because of his/her own serious medical condition.

c. The County will continue to provide group health benefits and will pay

the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.

d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to a physical or mental condition.

e. An employee on FMLA is equally subject to layoffs as are other employees continuously employed by the department.

f. The employee is required to give thirty (30) calendar days' notice to Human Resources and the department head that a leave under FMLA is being requested. If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month, 1,250 hours of paid service requirement between the two FMLA leaves.

h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

ARTICLE 9.03.02 NON "FAMILY MEDICAL LEAVE ACT" ABSENCES: If a leave does not qualify under FMLA, the employee may request an unpaid leave of absence for personal or medical reasons in accordance with the following:

a. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) calendar days require the prior approval of the Human Resources Director in addition to 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 leave. The employee may make arrangements with the Auditor to pay the full health premium.

d. The County reserves the right to deny such a leave and to deny the

extension of such a leave.

e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.

f. An employee unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to County employment.

ARTICLE 9.03.03 WORKER'S COMPENSATION LEAVE: A Workers Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized worker's 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 where by 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 (1) one year, from the date of the injury, during the remaining temporary disability payment period, only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on worker's compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

However, 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.

Employees on leave pursuant to the provisions of Labor Code Section 4850 are permitted to return to work part-time when released to do so by their treating physician.

Employees required to take any part of a work day off from work for treatment due to an industrial injury shall, at the department's discretion, have half a work day deducted from their 4850 time or the employee shall be permitted to take paid time off.

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:

(1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) 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

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 9.04 FAMILY DEATHS: When a full-time permanent or full-time 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:

(1) The appointing authority was notified on the first (1st) day of the absence.

(2) The first day of such absence is not later than five (5) days from the date of death.

(3) 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.

ARTICLE 9.05 HOLIDAYS: The following holidays are recognized for the MOU. On such holidays, employees shall be entitled to eight (8) hours' time off with regular pay.

a. When a holiday falls on an employee's regular day off the employee shall be granted eight (8) hours of deferred holiday time.

b. When a holiday falls on an employee's scheduled paid time off (vacation, sick leave, 4850, etc.) the day shall be charged as eight (8) hours of holiday pay.

c. When a holiday falls on an employee's regular workday the employee shall receive time and one-half (1.5) holiday pay for eight (8) hours plus their regular pay.

d. When an employee is required to work overtime on a holiday, up to eight (8) hours holiday pay shall be paid at time and one-half (1.5) the regular rate of pay plus time and one-half (1.5) at the regular rate of pay for the actual hours of overtime worked.

In lieu of pay for working on a holiday an employee may choose to defer eight hours of the holiday pay to be scheduled and taken off with-in sixty (60) days of the holiday.

In the event the employee's request for holiday time off for a deferred holiday as outlined in (a) and (e) above is rejected by the Sheriff, with in the next sixty (60) days, the employee shall be paid for eight (8) hours of deferred holiday time during the next payroll period or a mutually agreed on date for the time off shall be immediately scheduled in lieu of payments prevented by the Sheriff from taking the deferred holiday within the sixty (60) days, the employee shall be paid for the eight hours of deferred holiday time.

(1) January 1, New Year's Day;
(2) The third Monday in January, ML King Day;
(3) February 12, Lincoln's birthday;
(4) The third Monday in February, Presidents Day;
(5) The last Monday in May, Memorial Day;
(6) June 19th, Juneteenth
(7) July 4, Independence Day;
(8) The first Monday in September, Labor Day;
(9) The second Monday in October, Columbus Day;
(10) November 11, Veteran's Day;
(11) The day in November, which is the legal observance of Thanksgiving;
(12) The day in November following Thanksgiving;
(13) December 24, Christmas Eve; except that 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;
(14) December 25, Christmas Day; and
(15) One (1) floating holiday each calendar year, to be approved in advance by the Sheriff. Floating Holidays a) must be used in 8-hour increments, b) may not be carried beyond December 31 of any year (use or lose), and c) may not be carried between bargaining units if employee transfers.

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 forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

Recognized Holidays for Monday through Friday Staff

Employees regularly scheduled to work Monday through Friday will have holidays observed on workdays as follows: If January 1, February 12, July 4, November 11, December 24 or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

Recognized Holidays for Sunday through Saturday Staff.

Employees regularly scheduled to work Sunday through Saturday will have holidays observed on the actual date of the holiday, irrespective of the day of the week.

ARTICLE 9.06 REST PERIODS: An allowance not to exceed fifteen (15) minutes, twice daily, shall be granted to each miscellaneous employee who is required to work at least eight (8) hours in any day. Safety employees shall also be granted fifteen (15) minutes, twice daily, to the extent practical.

ARTICLE 9.07 JURY AND WITNESS LEAVE: Any employee who is called for jury duty or subpoenaed to appear as a witness other than an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(1) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(2) 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 shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

ARTICLE 9.08 MILITARY LEAVE: Military leave shall be granted as provided by law.

UNPAID LEAVE

ARTICLE 10.01 POLICY: A general leave of absence may be granted to employees only on duly authorized terms and conditions. Such leave shall be without compensation or accrual of benefits or seniority. Accrued vacation leave must be used up prior to the effective date of the general leave. Health Insurance Coverage through the County may be continued at the employee's expense.

An appointing authority may grant a limited leave not exceeding ninety consecutive days in any twelve-month period. If specifically authorized by the Board, and with the concurrence of the appointing authority, an extended leave not to exceed two years may be granted.

ARTICLE 10.02 PROCEDURE: An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four (4) months, 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; provided that the County shall pay for such insurance if the employee is receiving workers' compensation benefits.

However, safety members of the County's retirement plan may receive industrial disability leave pursuant to the terms and conditions required by California Labor Code section 4850.

When disability leave is exhausted, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) 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

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 10.03 PREGNANCY DISABILITY LEAVE: Pregnancy disability leave shall be granted as provided by law.

ARTICLE 10.04 SABBATICAL LEAVE OF ABSENCE: Upon continuous service of seven (7) years with the County, sworn personnel may request a leave of absence without pay. The terms of a leave of absence are as follows:

(1) The employee must be in "good standing" as evidenced in a satisfactory performance on his PPR (Personal Performance Review).

(2) The request must be approved by both the Sheriff and the County Board of Supervisors.

(3) The leave shall be for a period of exactly 12 months.

(4) The employee shall stop accruing seniority upon the day he leaves, and shall not start accruing until return to service.

(5) The employee shall not lose his seniority.

(6) The employee shall return at the same rank as when the leave of absence commenced.

(7) The privilege shall be exercised once - only.

LAYOFFS

ARTICLE 11.01 POLICY: The Board of Supervisors may authorize a reduction in the number of employees in the classified service as part of any administrative reorganization for more efficiency in County operations, or as part of a program to reduce expenditures due to inadequate revenue.

ARTICLE 11.02 PROCEDURE: Upon recommendations by the appointing authorities, the Board shall order which departments are affected and which class titles in the department are affected. Where there is more than one employee in the affected class in a department, the order of layoff shall be by status of appointment: first, temporary employees; second, probationary employees; third, part-time permanent employees; and fourth, full-time permanent employees.

When two (2) or more employees in an affected class *have* the same status of appointment in the department, the order of layoff shall be determined as follows: The appointing authority shall *review* the employees' performance evaluations for the three (3) years preceding. The employee with a history of unsatisfactory or below average performance within the past three (3) years shall be laid off first. If there is no difference between the employees, the order of layoff shall be by seniority. Seniority shall be computed on the basis of one (1) point for each month of full-time continuous service or a pro rata amount for each month of part-time continuous service. Employees with the least seniority shall be laid off first.

ARTICLE 11.03 NOTICE: Thirty (30) days prior to the effective date of layoff as ordered by the Board, each employee to be laid off shall receive a written notice of layoff from the appointing authority. The notice shall explain the reason for the layoff, the result of the procedures described in Article 11.02, and the effective date of layoff. The notice shall further inform the employee of the right to voluntary transfer, voluntary demotion, and reinstatement.

ARTICLE 11.04 DEMOTION IN LIEU OF LAYOFF: Within ten (10) days of receipt of a layoff notice an employee may in lieu of being laid off elect demotion to:

(a) Any position held by an employee with a lower seniority in a class with substantially the same or lower maximum salary in which the layoff employee held permanent status, Or

(b) Any unfrozen vacant position in a class in the same line of work as class of layoff, but of lesser responsibility if such classes are designated by the Human Resources Director.

Demotion rights to specified classes may be applicable only within the Sheriff's Department.

ARTICLE 11.05 VOLUNTARY TRANSFER OR DEMOTION: It shall be County policy to offer employment opportunity whenever possible to laid off employees, consistent with the duty of appointing authorities to appoint qualified individuals.

Within ten (10) days of receipt of a layoff notice, the employee may request transfer or demotion to another position for which the employee is qualified or should the employee be on probation as a result of a promotion, then the provisions of Section 13.02(3) of the Personnel Rules shall apply provided the pre-promotion position still exists.

The appointing authority shall, for a period of one (1) year from the layoff, offer any such position within the department to the employee without regard to any applicable eligible list.

Further, the appointing authority shall notify other County departments, which might have vacancies in positions for which the employee is qualified. An appointing authority for another department may, in his or her discretion, fill a vacant position with the laid-off employee without regard to any applicable eligible list.

ARTICLE 11.06 REINSTATEMENT: An employee who is laid off shall have the right to be reinstated in reverse order of layoff to his or her former position within one (1) year of the date of layoff should the appointing authority seek to fill the position during that year.

Reinstatement shall be on the same terms and conditions as prevailed

at the date of layoff, including appointment status and seniority, except that adjustment shall be made for any accrued benefits that have been paid off during the period of layoff. The payoff of any accrued benefits during the period of layoff shall be considered final and in full satisfaction of any claims covered by the payoff.

INSURANCE

ARTICLE 12.01

ACTIVE EMPLOYEE HEALTH PLAN: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees. The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

The County contributes up to 85% of the total combined amount to fund CalPERS employee medical insurance, dental insurance, vision insurance and life insurance.

The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Opt-Out Incentive

An Employee who declines the County sponsored medical coverage may receive $150.00 twenty-four per pay period per year for a maximum annual benefit of $3,600.00, provided that the employee complies with the following conditions:

(1) The employee must provide proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source of group health insurance (coverage not obtained in the individual market or through Covered California) for the plan year in which the opt out arrangement applies ("opt-out period"); and

(2) The employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt-out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the County will not make any opt-out payments if the County knows that the employee and/or the employee's tax family member(s) doesn't have the required alternative group coverage, or if the conditions in this paragraph are not otherwise satisfied.

ARTICLE 12.02 RETIRED EMPLOYEE HEALTH PLAN: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a county approved 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 County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five 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 to 5	25%
5 to 10	50%
10 to 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic 25% or 50% of the County paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of 100% premium for them self or surviving spouse.

RETIREMENT

ARTICLE 13.01 RETIREMENT PLAN: The County agrees that the retirement plans in effect upon ratification of this Memorandum of Understanding through the Public Employees Retirement System (PERS) shall stay in full force and effect.

ARTICLE 13.02 PERS CONTRIBUTION:
The County agrees to pay the employee portion of PERS, except as provided in subparagraphs (1) and (2) of this Article 13.02, below:

(1) Current Employees and new employees hired on or before December 31, 2012:

a. "Miscellaneous" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1 %) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the

"miscellaneous" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

b. "Safety" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1 %) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "safety" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

Notwithstanding the foregoing subparagraphs a. and b. of this Subparagraph (1), new employees hired after the adoption of these Terms and Conditions of Employment by the County Board of Supervisors and prior to January 1, 2013, shall pay all the employee "member" contribution to PERS until they have successfully completed their probationary period.

(2) New employees hired on or after January 1, 2013:

a. In accordance with the AB 340 pension reform law, new employees hired on or after January 1, 2013 shall have an initial contribution rate to the California Public Employees Retirement System of at least fifty percent (50%) of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of one percent (1 %), or the current contribution rate of similarly situated employees, whichever is greater. This contribution shall not be paid by the County on the employee's behalf. The County shall pay the remainder of the normal cost rate. As used in this section, the "normal cost rate" shall mean the annual actuarially determined normal cost for the California Public Employees Retirement System defined benefit plan of the County expressed as a percentage of payroll.

b. The employee contribution rate described in subsection a. above shall be adjusted when the normal cost rate increases or decreases by more than one percent (1 %) of payroll above or below the normal cost rate in effect at the time the employee contribution rate is first established or, if later, the normal cost rate in effect at the time of the last adjustment to the employee contribution rate under this section.

c. The pensionable compensation used to calculate the defined benefit paid to a new employee hired on or after January 1, 2013 who retires from the system shall not exceed the following applicable percentage of the contribution and benefit

base specified in Section 430(b) of Title 42 of the United States Code on January 1, 2013: (1) one hundred percent (100%) for a member whose service is included in the federal system; or (2) one hundred twenty percent (120%) for a member whose service is not included in the federal system. The California Public Employees Retirement System shall adjust the maximum pensionable compensation following each actuarial valuation based on changes to the Consumer Price Index for All Urban Consumers. The adjustment shall be effective annually on January 1 following the annual valuation. As used in this section, "federal system" means the old age, survivors, disability, and health insurance provisions of the federal Social Security Act (42 U.S.C. Sec. 301 et seq.).

d. New employees hired on or after January 1, 2013 shall not be eligible for the retirement plans described in Article 13.01. Instead, new non-safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.20 (commonly known as "2% at 62"). New safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.25(d) (commonly known as "Safety Option Plan Two"). For the purposes of determining a retirement benefit to be paid to a new employee hired on or after January 1, 2013, the final compensation shall be calculated based upon the highest average annual pensionable compensation earned by the employee during a period of at least 36 consecutive months immediately preceding his or her retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months during the employee's applicable service that the employee designates on the application for retirement. All new employees hired on or after January 1, 2013 shall be subject to the "anti-spiking" provision of Government Code Section 7522.34.

ALLOWANCES AND REIMBURSEMENTS

ARTICLE 14.01 CLOTHING AND UNIFORM ALLOWANCE:

(1) The semi-annual uniform allowance personnel required to wear a uniform is as follows:

Non- Safety Personnel - $300.00

Correctional Personnel - $425.00

Safety Personnel - $500.00

(2) Initial newly hired employees in the Deputy Sheriffs classification series shall be granted an initial Uniform and Equipment Allowance of $1,000.00 (one thousand dollars), which shall be in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire.

(3) Initial newly hired employees in the Correctional Officers classification series shall receive a one-time start-up allowance of $1,000.00 (one thousand dollars) upon hire to cover the cost of their initial uniform purchase, in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire. This provision shall take effect prospectively following the Board of Supervisors' adoption of this Memorandum of Understanding.

ARTICLE 14.02 PERSONAL PROPERTY REIMBURSEMENT: The County agrees to repair or replace any clothing or personal article damaged while on duty, providing that such article is a necessary part of the employee's attire.

ARTICLE 14.03 PER DIEM: Employees will receive a per diem reimbursement for every authorized day the employee travels away from the County conducting County business. Per diem reimbursements will be made at rates set by the Internal Revenue Service.

MISCELLANEOUS PROVISIONS

ARTICLE 15.01 SENIORITY: Seniority shall be the determining factor in all vacations and transfers within the Sheriff's Department. Seniority consists of the length of continuous service in the classification held by the employee. Seniority may also be known as "time in grade". Seniority shall be terminated by:

1.Department discharge.
2.Voluntary quit.

ARTICLE 15.02 SAFETY EQUIPMENT: All safety equipment shall be replaced or repaired by the County upon approval of the Sheriff. Safety equipment shall be defined as sidearm, holsters, holster belt, handcuffs and case, ammunition pouch, baton and ring holder, flashlight and raincoat.

ARTICLE 15.03 SAFETY:

(1) Hazardous Conditions. The Association and the County recognize a mutual obligation to secure the physical well-being of employees by working toward the prevention, correction, and elimination of all hazardous conditions.

(2) Compliance with Rules and Regulations. The employer and employee agree to abide by all applicable rules and regulations.

ARTICLE 15.04 OFFICER INVOLVED IN A SHOOTING: The County agrees to allow an officer twenty-four (24) hours (one full day) to consult with an attorney before being formally interviewed by a local government agency.

ARTICLE 15.05 POSTING OF WORK SCHEDULES: The parties agree that all work schedules shall be posted two weeks in advance, unless emergency conditions prohibit two weeks' notice. An exception to the ten-day advance notification requirement is that a higher ranking officer and an officer may mutually agree that the officer's court time on a given day may substitute for the officer's completion of a different regularly assigned shift.

ARTICLE 15.06 PHYSICAL EXAMINATION: The County agrees to provide full-time sworn peace officers' physical examinations, including stress EKG, on the following basis:

(1) Each employee covered by this Memorandum shall be administered a complete physical examination, including stress EKG, as follows:

(a) 21 to 39 years, biennial checkup

(b) 40 years and over, annual checkup

(2) Employees shall be given all examinations while off duty.

(3) County will pay for such examinations except to the extent that they are covered by insurance.

(4) The County will pay for periodic medical exams for Correctional Officers on the same basis as for sworn officers.

(5) All employees medical information shall be handled by the County in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE 15.07 SHERIFF'S PHYSICAL FITNESS PLAN: Employees may not be ordered to participate in the Sheriff's Physical Fitness Plan, however, those who choose to shall do so voluntarily and shall receive no pay, or paid time off to

participate.

ARTICLE 15.08 PERSONNEL RULES COMMITTEE: The Sheriff's Department Units (SOU) may appoint a representative to serve on the County Personnel Rules Committee.

ARTICLE 15.09 PERSONNEL FILE: The County agrees to maintain the personnel files, including destruction of files, pursuant to state law.

ARTICLE 15.10 LEAVE TRANSFER: See the Personnel Rules.

ARTICLE 15.11 FURLOUGH RULE: The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(1) A furlough may be ordered only to compensate for a budget issue.

(2) The Sheriff may furlough an employee or group of employees upon approval of the County Administrator.

(3) An employee furloughed by the Sheriff shall be non- compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits or seniority.

(4) An employee shall not be furloughed more than one (1) day in any pay period.

(5) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(6) An employee is to be notified in writing by the Sheriff at least ten (10) days prior to the assigned furlough day or days.

(7) Whenever possible, considering the needs of the department, the Sheriff will give consideration to an employee's choice in selecting the furlough day or days.

(8) The Sheriff shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(9) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

ARTICLE 15.12 FLEXIBLE SPENDING ACCOUNT The County and the Association have agreed to a flexible spending plan administered by AFLAC. The County and Association will meet and confer as necessary, pursuant to section 16.02 of the Memorandum of Understanding, to keep said plan, or a mutually agreeable substitute plan, consistent with I.R.S. rules.

ARTICLE 15.13 PROBATIONARY PERIOD:

PATROL: Newly hired Deputy Sheriffs shall serve a twelve (12) month probationary period if they join the Sheriff's Department having successfully completed a P.O.S.T-accredited law enforcement academy. Those who have not successfully completed such an academy shall serve an eighteen (18) month probationary period.
CORRECTIONS: Corrections' employees shall serve a twelve (12) month probationary period.

ALL OTHER EMPLOYEES: Shall have a twelve (12) month probationary period.

Section 13.02 (3) of the County Personnel Rules shall be amended to reflect this article.

CLOSING PROVISIONS

ARTICLE 16.01 TERM: This agreement shall be effective from July 1, 2023 - June 30, 2025.

ARTICLE 16.02 FULL AGREEMENT: This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding neither party shall be compelled to bargain 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.

ARTICLE 16.03 SAVINGS 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 into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

ARTICLE 16.04 PEACEFUL PERFORMANCE: The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by county employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Plumas. The Association agrees that during this specific term of this agreement, under no circumstances will the Association recommended, encourage or cause it's

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 with 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 term of this Memorandum of Understanding, the Association, by it's officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct it's members to cease said conduct and resume work. Copies of said notice shall be filed with the County Clerk as a matter of public record. If, in the event of a job action, the Association promptly and in good faith performs the obligations of this section, and providing that the Association has not otherwise authorized, permitted or encouraged any job action, the association 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 an offending employee(s). County agrees to not "lock out" any employee covered under this MOU.

ARTICLE 16.05 SIGNATURES:

S.E.A. Representatives:

Jonathan Murphy
Rains Lucia Stern
St Phalle & Silver, PC

Date

Chandler Peay (Nov 13, 2025 10:56:00 PST)

13/11/2025

Chandler Peay
Plumas County Sheriff's Association President

Date

Tom Froggatt
Tom Froggatt (Nov 13, 2025 14:34:50 PST)

13/11/2025

Tom Froggatt
Plumas County Sheriff's Association

Date

County of Plumas Representatives:

Sara James
Sara James (Nov 13, 2025 16:11:43 PST)

13/11/2025

Sara James
Plumas County Chief Negotiator

Date

Joshua Mizrahi

13/11/2025

Joshua Mizrahi
Human Resource Director

Date

APPENDIX A

JOB CLASSIFICATIONS IN THE SHERIFF'S DEPARTMENT UNIT

SDU

CLASSIFICATION TITLES:

Assistant Program Manager
Sheriff Service Assistant I
Sheriff Service Assistant II
Correctional Sergeant
Correctional Officer I
Correctional Officer II
Crime Analyst
Deputy Sheriff I
Deputy Sheriff II
Deputy Sheriff II – Intermediate
Deputy Sheriff II - Advanced
Deputy Sheriff II / Communications Equipment Coordinator
Sheriff Dispatcher I
Sheriff Dispatcher II
Sheriff Emergency Services & Training Coordinator
Sheriff Service Assistant I
Sheriff Service Assistant II
Sheriff Grants Compliance Officer
Sheriff Investigator
Sheriff Investigator - Intermediate
Sheriff Investigator- Advanced
Sheriff Investigator Sergeant
Sheriff Sergeant
Sheriff Sergeant - Intermediate
Sheriff Sergeant - Advanced

APPENDIX B

MOU DEFINITIONS

BASE RATE OF PAY: Shall mean the hourly rate of pay for the assigned step within the wage scale for the specific classification established by County resolution.

REGULAR RATE OF PAY: Shall mean the base hourly rate of pay plus specialty pays as required by the Fair Standards Labor Act.

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Human Resources Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Mid-Management Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Mid-Management Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
Term of MOU: 24 Months (7-1-25 to 6-30-27)

Wage: 10% increase the first full pay period following the approval (Effective November 30, 2025). The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU.

Lump Sum: $500 one time lump sum paid the first full pay period following the approval (Effective November 30, 2025)

Longevity Pay: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning July 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 continuous 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.

The negotiation team consisted of Deputy County Counsel Sara James, Human Resource Director Joshua Mizrahi and Jonathan Murphy for the Sheriff's Employment Association, and the resolution and resultant MOU have been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Plumas County Sheriff's Employees Association, Sheriff's Mid-Management Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact

Attachments:

1. SMU MOU 2025-2027 - Final Version

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF PLUMAS

and

PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION

SHERIFF'S MID MANAGEMENT UNIT

(SMU)

JULY 1, 2025 - JUNE 30, 2027

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PREAMBLE

In accordance with the provisions of Government Code section 3505 et seq., representatives of the County of Plumas (the "County") met and conferred in good faith with representatives of Plumas County Sheriffs Employees Association (the "Association") and the following agreement was made on wages, hours, and other terms and conditions of employment.

GENERAL PROVISIONS

ARTICLE 1.01 PARTIES TO THE MEMORANDUM: This memorandum has been entered into between the County of Plumas, hereinafter referred to as the County, and by the Plumas County Sheriffs Employees Association, hereinafter referred to as the Association, on behalf of the employees who are represented by the Association occupying job classifications within the Sheriff's Department Unit.

ARTICLE 1.02 SCOPE OF REPRESENTATION: The County will abide by the Meyers-Milias-Brown Act where and when it applies to the members of the Association. The scope of representation of the Association shall include all matters relating to employment conditions and employer- employee relations including, (but not limited to) wages, hours, and other terms and conditions of employment.

ARTICLE 1.03 VALIDITY OF MEMORANDUM: Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 1.04 RATIFICATION: It is agreed that this Memorandum of Understanding is of no force or effect until ratified and approved by the Board of Supervisors of the County of Plumas.

ARTICLE 1.05 RECOGNITION: Plumas County Sheriff Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications within the Sheriff's Employees Association Unit as listed in Appendix A.

ARTICLE 1.06 PAYROLL DEDUCTIONS: It is mutually agreed that the County will, during the term of this Memorandum, deduct moneys and remit to the Association as authorized by Employee Payroll Deduction, provided that there are no more than two different deductions.

ARTICLE 1.07 EMERGENCY DEFINED: "Emergency" shall be defined as unforeseen circumstances requiring immediate actions; a sudden, unexpected happening,

an unforeseen occurrence or condition.

ARTICLE 1.08 PLUMAS COUNTY PERSONNEL RULES: Any reference to Personnel Rules in this Memorandum of Understanding specifically refers to the Plumas County Personnel Rules.

RESPECTIVE RIGHTS

ARTICLE 2.01 MANAGEMENT RIGHTS: The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, evaluate promote, layoff, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. This Article is not subject to the Grievance Procedure of this Agreement.

ARTICLE 2.02 ASSOCIATION REPRESENTATIVE'S VISITATION RIGHTS:

(1) The County shall grant official representatives of the Association reasonable time to discuss any grievance or problem arising under the terms of this Memorandum with any represented employee. Employees seeking this reasonable time must receive verbal and/or written permission from an appropriate manager prior to taking this paid release time.

The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty without loss of pay to meet and confer with County representatives during negotiations. No such employee representative shall be eligible for overtime, call back, on call or travel pay for meeting and conferring with County representatives. "Official representatives" shall be defined as those

persons elected to the Association's Board of Directors and whose names have been recorded with the County Human Resource Director.

(2) "Reasonable time" shall be defined as such length of time as may fairly, properly, and reasonably be allowed or required, having regard to the nature of the grievance, and to the attending circumstances.

(3) Association committee work shall not be conducted on County time.

ARTICLE 2.03 REPRESENTATIVE'S ASSOCIATION LEAVE: The County shall allow an aggregate total of one hundred-twenty (120) hours off per year for use by up to five (5) Association representatives to attend seminars or conferences. Association members may volunteer to donate either vacation or Compensatory Time Off (CTO) to cover the non-pay period of the representatives' leave.

GRIEVANCE PROCEDURE

ARTICLE 3.01 GRIEVANCE PROCEDURE:

(1) A "Grievance" shall be defined as a claim between the County and the Association, or an employee or employees covered by this Memorandum. A grievance resolution, at any level, shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding, any County Ordinance or Resolution or any state or federal Law. Such claim must pertain to any of the following:

a. Any matter relating to working conditions not specifically covered by this Memorandum.
b. Any matter involving the interpretation of any provision, of this Memorandum,
c. Any matter involving the violation of any provision or intent of this Memorandum.

(2) There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE: An employee's grievance must be submitted to his 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 answer to the employee by the end of the fifth (5^{th}) calendar day following the presentation of the grievance and the giving of such answer will terminate "step one".

STEP TWO: 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 alleged to have been violated, signed and dated by the employee and presented to the supervisor or his designee within seven (7) calendar days after termination of "step one". A meeting with the representative and supervisor or his designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the supervisor or his designee. The supervisor or his designee may invite other members of management to be present at such meeting. The supervisor or his designee will give a written reply no later than seven (7) calendar days 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 2 may be repeated for each layer of supervision in the chain of command before advancing to Step 3.

STEP THREE: If the grievance is not settled in "step two" the Association 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 five (5) working days from the date such meeting.

(3) Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

(4) 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.

(5) The decision of the Sheriff may be appealed to the designated hearing officer pursuant to Section 5.02.

DISCIPLINARY ACTION

ARTICLE 4.01 NOTICE OF INTENDED DISCIPLINARY ACTION: A permanent employee shall not be dismissed, demoted, or suspended without pay unless the appointing authority serves the employee with a "notice of intended disciplinary action" at least seven (7) calendar days before the action is taken.

Prior to service of the notice, the appointing authority shall notify the County Counsel of the intended discipline.

The notice shall be served personally while the employee is on duty. In case of unauthorized absence, the notice shall be served by certified mail/return receipt, but service shall be deemed completed (10) ten calendar days from the date of mailing.

The notice shall include:

(1) The intended action and the date it will be taken.

(2) Reasons for the action, and a concise factual description of the conduct warranting discipline.

(3) Identification of the documents and other evidence on which the action is based, and attachment of copies of the documents.

(4) Advisement of the right to a pre-discipline hearing and the right to file a written response.

(5) Advisement of the right to representation by someone of the employee's own choosing (e.g., steward, friend, attorney, etc.).

ARTICLE 4.02 PRE-DISCIPLINE HEARING: Within seven (7) calendar days from the date of service of the notice of intended disciplinary action, an employee may request a pre-discipline hearing and/or may file a written response to the notice.

The appointing authority shall schedule a hearing within ten calendar days, unless mutually waived by both parties. The hearing shall be closed. The appointing authority shall conduct the hearing informally, and no official record or transcript shall be made, although the parties may make notes. The employee may be assisted by a representative, and may call witnesses. All participants shall be allowed time off with pay to attend.

Within seven (7) calendar days from the conclusion of the hearing, the appointing authority shall serve the employee with a written notice of disciplinary action imposed, if any, and the grounds and evidence on which it is based. If discipline is imposed, the employee shall be notified of the right to appeal pursuant to Article 5. An appeal shall not stay imposition of the discipline.

ARTICLE 4.03 ADMINISTRATIVE LEAVE: An appointing authority may suspend with pay an employee pending initiation and/or imposition of the disciplinary action and/or conclusion of any appeal. Suspension with pay shall be deemed administrative leave with no punitive consequence, and therefore it shall not be subject to appeal under Article 5.

ARTICLE 4.04 CAUSES FOR DISCIPLINARY ACTION: An employee may be disciplined for any good cause including the following, which are indicative rather than all-inclusive:

(1) Absence without leave, or abuse of authorized leave.
(2) Incompetence, neglect of duty, or inefficiency.
(3) Insubordination, or violation of any lawful or reasonable order given by a supervisor or Sheriff.
(4) Working under the influence of alcohol or drugs.
(5) Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
(6) Misappropriation of county funds or property.
(7) Dishonesty or theft.
(8) Conviction of any criminal act involving moral turpitude.
(9) Any violation of Personnel Rule 22.

ARTICLE 4.05 LETTERS OF REPRIMAND: When informal discussion and corrective action are ineffective in altering the unsatisfactory conduct or performance of any employee, the appointing authority shall deliver a formal letter of reprimand to the employee. The letter shall describe the problem in detail, make reference to relevant rules, policies and laws, demand correction of the problem, and indicate that more serious disciplinary action shall be imposed if the problem persists. Such letter will be withdrawn from the employee's official personnel file two (2) years from the date of issue provided there has not been an additional discipline imposed during the two (2) year period.

PERSONNEL ACTION APPEALS

ARTICLE 5.01 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); Personnel Rule 16.02 (disciplinary action); and Article 3.0 (grievance).

ARTICLE 5.02 REQUEST 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 ten (10) days of 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, County Administrative Officer, Director of Human Resources and Risk Manager 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.

ARTICLE 5.03 HEARING OFFICER: The hearing officer shall be assigned by mutual agreement of the Association and County Counselor from a list of five (5) names submitted by the State Mediation and Conciliation Service.

In order to resolve disputes in a more timely and efficient manner for both employees and the County, upon mutual agreement and on a case-by-case basis, the parties agree to use a mediator or an arbitrator from a list of local attorneys, Administrative Law Judges and professional arbitrators that are in the region. The parties shall mutually agree upon the definition of "region".

The hearing officers shall be considered on the basis of the following criteria:

(1) Education, work experience, and community service;

(2) Relative neutrality toward the points of view of labor and management;

(3) Reputation for integrity and a sense of justice and fairness;

(4) Availability and willingness to serve on the terms set forth in these rules.

In the event the Association and County are unable to mutually agree on the selection of the hearing officer, each party shall alternately strike names from the list until one remains to be assigned as the hearing officer. The party to strike the first name shall be selected by lot.

The cost of the hearing officer shall be shared equally between the County and Association, or the County and appellant if the Association is not representing the appellant.

ARTICLE 5.04 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 hearing officer 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 hearing officer. The hearing need not be conducted according to technical rules of evidence, but the hearing shall be expedited by the exclusion of irrelevant or repetitious matter.

The interested parties and their representatives shall have the right to introduce any relevant written or physical evidence, and to call and examine witnesses. The hearing officer may subpoena witnesses pursuant to section 1985 of the Code of Civil Procedure.

Oral testimony may be taken on oath or affirmation administered by the hearing officer. County employees called as witnesses shall serve without loss of pay in accordance with Article 9.07.

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 a hearing officer 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. (Reference: Government Code Section 1094.6)

ARTICLE 5.05 FINAL DECISION: Within forty-five (45) days of the conclusion of the hearing, unless waived by the parties, the officer 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 hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

WAGE AND RELATED

ARTICLE 6.01 WAGE:

The County will increase base wages for all S.E.A. classifications during the term of the MOU as follows:

10% effective the first full pay period following Board ratification of this MOU.

The County will complete a salary study in Fiscal Year 25/26. If the County has not adjusted wages based on the salary study by July 1, 2026, then the issue of wages can be reopened at the option of the unit for the remainder of the term of the MOU. Wages shall be the only issue subject to negotiation until the end of this MOU term.

The County shall pay all members of the bargaining unit who were employed by the County on or before the first pay period this is ratified, a one-time, non-recurring, non-pensionable lump sum payment in the amount of five hundred dollars ($500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement.

ARTICLE 6.02 WAGE ON POSITION RECLASSIFICATION: The wage of an employee whose position is reclassified shall be determined as follows:

(1) If reclassified and allocated to a wage range equal to the previous

range, the employee's anniversary date shall not change.

(2) If reclassified and allocated to a wage range lower than the previous range, the employee's wage and anniversary date shall not change, but the position shall be Y -rated pursuant to Personnel Rule 2.68.

(3) If reclassified and allocated to a wage range higher than the previous range, the employee shall remain at the same step, which the employee had prior to the reclassification. The anniversary date shall not change.

ARTICLE 6.03 WAGE POSITION REALLOCATION: When a position classification is reallocated to a different wage range, the wage of the employee whose position is affected shall be determined in accordance with Article 6.02.

ARTICLE 6.04 WAGE STEP AT HIRING: Unless provided otherwise by these rules, all newly hired employees shall be appointed at Step A. If an applicant possesses extraordinary qualifications, appointment at a step higher than A may occur pursuant to Personnel Rule 6.03.

ARTICLE 6.05 MERIT ADVANCEMENT BY WAGE STEP: Advancement through the wage 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 measured from the date of hire.

Satisfactory performance shall be evidenced by an appointing authority's memorandum to the Human Resources Director, and the memorandum shall be based on performance evaluations conducted pursuant to Article 7.0.

When merit advancement is denied to an employee, it shall be in writing with a copy to the employee and the employee's performance shall be reevaluated within forty-five (45) days and if 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 their next anniversary date.

ARTICLE 6.06 LONGEVITY ADVANCEMENT: Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning July 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 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.

ARTICLE 6.07 WAGE STEP ON PROMOTION: When promoted to a position classification in a higher wage range, the employee shall be appointed at Step A or to such advanced step representing a five percent (5%) increase over present wage, whichever is greater. The anniversary date shall become the effective date of the promotional appointment.

ARTICLE 6.08 WAGE PLAN: Each position classification shall be allocated by Board of Supervisors resolution to a wage range in the County's wage plan. The plan shall represent a scale of compensation for full-time work exclusive of allowances, paid leave, overtime, or fringe benefits. The plan shall be adopted and amended as necessary by resolution of the Board.

Within each wage range shall be a series of steps from A through E. The base wage in the range shall be A, with advanced steps representing incremental increases of approximately five percent between steps.

ARTICLE 6.09 WAGE STEP ON DEMOTION: Upon demotion to a position classification in a lower wage range, the wage step and anniversary date of the employee shall not change.

ARTICLE 6.10 WAGE ON TRANSFER: When an employee is transferred, whether voluntarily or not, or within the department or not, and there is no change in wage range, the employee's wage step and anniversary date shall not change.

ARTICLE 6.11 WAGES FOR PART-TIME EMPLOYEES: Part-time permanent employees shall be paid for the hours worked at the hourly wage rate for the classification and step of the position they hold.

ARTICLE 6.12 EDUCATION PAY: Employees shall be paid educational pay at the following rate upon completion of the following programs:

(1) For an Intermediate P.O.S.T Certificate, three percent (3%) over base wage.

(2) For an Advanced P.O.S.T. Certificate, five percent (5%) over base wage.

ARTICLE 6.13 PAY PERIOD: Employees shall be paid biweekly.

ARTICLE 6.14 PAY FOR WORKER IN HIGHER JOB CLASSIFICATION: Any employee who is assigned duties of a higher job classification by the

Sheriff or his designee shall be paid either the A step of the wage rate of the higher classification or five (5%) above the employee's current wage rate, whichever is the highest, for all time he performed such duties, provided however, such duties in the higher job classification constitute fifty percent (50%) of the employee's work time in a given pay period.

ARTICLE 6.15 SHIFT DIFFERENTIAL: The shift differential pay for employees in the classifications of Communications Worker and Correctional Officer will be ($0.35) thirty-five cents per hour for the "swing shift" and ($0.65) sixty-five cents per hour for the "graveyard shift".

ARTICLE 6.16 SPECIALTY PAY:

(1) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Field Training Officer shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(2) Qualified employees in the classification of Correctional Officer, who, at the sole discretion of the Sheriff, are assigned the additional duties of Jail Training Officers shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(3) Qualified employees in the classification of Sheriff Dispatcher, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatcher Training Officer, shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.

(4) Employees identified by Human Resources Director that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

ARTICLE 6.17 CANINE HANDLERS: Employees assigned to a canine unit will receive one hundred dollars ($100) per month for the general care, exercise, grooming, feeding, and veterinarian care of the dog.

The County reserves the right to discontinue the Canine Program at any time.

PERFORMANCE EVALUATION

ARTICLE 7.01 POLICY: Each appointing authority shall be responsible for effectively evaluating the performance and conduct of the department's employees. The frequency shall be at least once a year. An effective evaluation provides written documentation, in a regular and timely manner, on the quality of performance and employee developmental needs. Such documentation shall provide a basis for future personnel decisions.

ARTICLE 7.02 PERFORMANCE STANDARDS: Performance standards shall be established by each appointing authority according to the general needs of the department, and to the particular features of each position description. Employees shall be made aware of the prevailing standards. The standards shall include:

(1) Required attendance at work, and authorized exceptions;

(2) Proper use of county property;

(3) Safety rules;

(4) Standards for personal attire and grooming;

(5) Standards related to Article 4.04 and Personnel Rule 22.

ARTICLE 7.03 EVALUATION: An evaluation shall distinguish between five levels of performance as to each performance standard, and as to overall performance, as follows:

(1) "Outstanding" Performance consistently above the standard.

(2) "Above Average" Performance occasionally above the standard.

(3) "Satisfactory" Performance meets the standard.

(4) "Below Average" Performance occasionally below the standard.

(5) "Unsatisfactory" Performance consistently below the standard.

The calendar period covered by the evaluation shall be stated clearly. When an employee's performance is evaluated as other than "satisfactory," the appointing authority (or his or her designee) shall attach a written explanation of the reasons for finding a level of performance other than satisfactory. Further, evaluations of "below average" and "unsatisfactory" shall be accompanied by a written explanation of suggested corrective actions to be taken by the employee. At the employee's request, the appointing authority shall discuss the evaluation with the employees.

Prior to placing the evaluation in the employee's personnel file, the appointing authority or his or her designee shall have the employee sign an acknowledgment of receipt of the evaluation. The employee may also submit written comments on the evaluation for placement in the personnel file.

ARTICLE 7.04 DISPUTED EVALUATION: When an employee disputes an evaluation, the employee may, within fifteen calendar days, file a grievance in accordance with the procedures in Article 3.01. The employee may pursue the grievance to Step 3 which shall be the final level of review of the evaluation.

OVERTIME AND RELATED

ARTICLE 8.01 OVERTIME: Overtime shall be paid on the following basis:

(1) Sheriff's Department 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 workweek.

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

ARTICLE 8.02 COMPENSATORY TIME OFF: Compensatory time off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below.

(1) Each employee and the Sheriff shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time records cards maintained by the Auditor.

(2) The CTO maximum accumulation for "sworn" personnel shall be one hundred and twenty (120) hours. The CTO maximum accumulation for "non-sworn" personnel shall be ninety (90) hours

When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the limits stated above, the employee shall be paid for that overtime work.

(3) Compensatory time off shall be earned and used as authorized by the Sheriff.

(4) Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.

(5) The right of the employee to choose between compensatory time off or overtime as defined in Article 8.01 of this Memorandum shall be absolute, and the employee shall not be denied this discretionary right for any reason, whatsoever.

Employees with CTO time banks are permitted to cash out their CTO banks at the time they transfer to a new department with a different department head (for example, outside of the Sheriff's department).

ARTICLE 8.03 CALL-BACK AND STANDBY DUTY:

(1) Strict Standby. An officer in the strict standby situation shall be required to remain at a defined location and shall be fully ready for immediate recall to duty. Time spent in the strict standby situation shall be compensated at the regular rate of pay.

(2) Call-backs. If a superior officer or a dispatcher calls back any full-time employee after his or her normal working hours to perform work, the County shall pay the employee for all hours actually worked, but in no event shall the employee receive less than a minimum of two (2) hours' pay.

(3) For the purpose of this section, responding by telephone is not considered as a call-back. However, the actual time of an official telephone response will be considered as overtime.

(4) Standby Time. Standby time shall not be computed toward overtime.

ARTICLE 8.04 COURT STANDBY: If the District Attorney and the employee agree, a subpoenaed officer may be placed on court standby time while awaiting the court appearance, and shall receive one-half (1/2) the officer's rate of pay applicable to that time period; provided, however, the officer can be contacted and appear in court within two (2) hours of being contacted. While on court standby, the officer would be released to conduct personal business.

PAID LEAVE

ARTICLE 9.01 SICK LEAVE: Sick leave is a benefit for full-time probationary and full- time permanent employees. It shall be granted on the following terms:

(1) An employee shall accrue sick leave at the rate of one and one- quarter *(1-1/4)* working days per month of compensated service from date of hire.

(2) An appointing authority shall approve sick leave only after ascertaining that the absence was caused by illness or accident, and a

doctor's certificate may be required.

(3) Uses of Sick Leave Upon Termination of Employment:

CASH VALUE					
Years of Service	Resignation	Layoff	Retirement	Death	Death in Line of Duty
10	35%	35%	35%	35%	100%
15	40%	40%	40%	40%	100%
20	50%	50%	50%	50%	100%

Table 1

(1) 10 YEARS OF SERVICE:
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten (10) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of thirty-five percent (35%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(2) 15 YEARS OF SERVICE:
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after fifteen (15) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of forty percent (40%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(3) 20 YEARS OF SERVICE
Upon death or retirement, or upon layoff or resignation from the classified service in good standing after twenty (20) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of fifty percent (50%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(4) DEATH IN THE LINE OF DUTY
In the event an employee dies of a line-of-duty injury received during the actual and proper performance of County service relating to the alleged of actual commission of an unlawful act or directly resulting from a characteristic hazard of law enforcement duty through no fault of the employee, the employee's estate shall be paid one hundred percent (100%) of any accrued unused sick leave. After this payout the sick leave bank shall be exhausted and contain no more cash value to the employee's estate.

(5) An employee may use all accumulated sick leave when eligible for disability retirement.

(6) LIMITATIONS TO SICK LEAVE USAGES AT RETIREMENT
Employees who retire shall have the following sick leave benefit options:

(a) Cashable values as outlined in Table 1 above, or

(b) Sick leave conversion to prepaid health Insurance Option based on years of continuous service as stated in section 12.02, or

(c) PERS Sick Leave Service Credit Employees who are in the Safety Risk Pool can convert up to one hundred percent (100%) of unused sick leave to retirement service credit with 0.004 year of service credit for each unused day (eight (8) hours in a work-day per Personnel Rule Definitions 2.66) of sick leave certified to CalPERS Board by Plumas County Human Resources, pursuant to Labor Code 20965, or

(d) Any combination of the options listed in (a), (b) and (c) above, limited to that the employee is eligible, in the following order:

1. The employee must first specify the total number of hours of their sick leave to be to cash.

2. Any remaining sick leave hours after cash conversion per Table 1 can then be converted to pre-paid health insurance.

3. Lastly, any remaining sick leave hours after cash conversion and conversion to pre-paid health insurance can be applied to PERS Sick Leave Service Credit.

Following conversion of accrued, unused sick leave pursuant to this subsection, the converted sick leave shall no longer have any value under any provision of this section. For calculations regarding conversion of unused sick-leave contact Human Resources.

(7) It is the understanding of the County and Association that this amendment to Section 9.01 is specifically intended to address the outcome of the 2007 arbitration award, rendered by arbitrator Richard Anthony, and to prevent any employee covered by this agreement from converting to cash any sick leave hours and then using the same sick leave hours used in that cash conversion for any other calculation of benefits under Section 9.01.

ARTICLE 9.02 VACATION: Paid vacation is exclusively a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms and "days" shall refer to (8) eight-hour working days.

(1) Accrual shall be computed from the date of hire:

a. During the first and second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

b. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.

c. During the eighth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year

(2) Accrued unused vacation leave shall be twice the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached.

If an employee exceeding the accrual limit is prevented from taking a scheduled vacation due to being on 4850 leave the employee will continue to earn vacation over the maximum limit for the period of 4850 leave time up to one (1) year.

In the event an employee was prevented from taking a scheduled vacation due to County needs, which results in the employee exceeding the accrual limit, the employee will continue to earn vacation over the maximum limit for no longer than (6) six months by which time the employees vacation accrual balance must be at or below the maximum allowed accrual. The Sheriff and the employee will cooperate by making a reasonable attempt to use the excess time.

Should an employee and the Department be unable to reach agreement on a date(s) for vacation use by the employee, the employee will submit a written request for time off and offer three (3) alternative starting dates. A Department manager shall grant one of the three options or authorize payment for the employee's vacation that is over the cap on the next pay period. The Department must respond to the request for time off within ten (10) working days after its submission. Once the time off is granted it cannot be rescinded unless the County is experiencing a countywide emergency.

The County agrees each employee shall be eligible to buy back forty (40)

hours of vacation leave once per calendar year provided the employee has taken forty (40) hours of vacation in the past twelve (12) months and has eighty (80) hours remaining vacation time banked.

(3) Vacation leave shall be taken with the prior approval of the Sheriff appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

The Sheriff Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year in order to relieve the stress of employment.

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.

(4) Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the regular rate of pay at the effective date of termination or resignation.

ARTICLE 9.03 FAMILY INJURIES AND ILLNESS: In the event of injury or illness in the employee's family, a full-time permanent or full-time probationary employee shall be allowed up to ten (10) days of leave per year, which shall be chargeable to sick leave or vacation leave at the employee's option. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

ARTICLE 9.03.01 FAMILY AND MEDICAL LEAVE: The County will adhere to the provisions of the Family Medical Leave Act (FMLA) and other related federal, state and local laws with regards to unpaid leaves of absence.

Pursuant to the terms of the Family Medical Leave Act (FMLA):

a. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months, including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.

b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of his immediate family; or when the employee is unable to work because of his/her own serious medical condition.

c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.

d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to a physical or mental condition.

e. An employee on FMLA is equally subject to layoffs as are other employees continuously employed by the department.

f. The employee is required to give thirty (30) calendar days' notice to Human Resources and the department head that a leave under FMLA is being requested. If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month, 1,250 hours of paid service requirement between the two FMLA leaves.

h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

ARTICLE 9.03.02 NON "FAMILY MEDICAL LEAVE ACT" ABSENCES: If a leave does not qualify under FMLA, the employee may request an unpaid leave of absence for personal or medical reasons in accordance with the following:

a. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) calendar days require the prior approval of the Human Resources Director in addition to 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 leave. The employee may make arrangements with the Auditor to pay the full health premium.

d. The County reserves the right to deny such a leave and to deny the extension of such a leave.

e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.

f. An employee unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to County employment.

ARTICLE 9.03.03 WORKER'S COMPENSATION LEAVE: A Workers Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized worker's 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 where by 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 (1) one year, from the date of the injury, during the remaining temporary disability payment period, only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on worker's compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

However, 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.

Employees on leave pursuant to the provisions of Labor Code Section 4850 are permitted to return to work part-time when released to do so by their treating physician.

Employees required to take any part of a work day off from work for treatment due to an industrial injury shall, at the department's discretion, have half a work day deducted from their 4850 time or the employee shall be permitted to take paid time off.

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:

(1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) 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

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 9.04 FAMILY DEATHS: When a full-time permanent or full-time 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:

(1) The appointing authority was notified on the first (1st) day of the absence.

(2) The first day of such absence is not later than five (5) days from the date of death.

(3) 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.

ARTICLE 9.05 HOLIDAYS: The following holidays are recognized for the MOU. On such holidays, employees shall be entitled to eight (8) hours' time off with regular pay.

a. When a holiday falls on an employee's regular day off the employee shall be granted eight (8) hours of deferred holiday time.

b. When a holiday falls on an employee's scheduled paid time off (vacation, sick leave, 4850, etc.) the day shall be charged as eight (8) hours of holiday pay.

c. When a holiday falls on an employee's regular workday the employee shall receive time and one-half (1.5) holiday pay for eight (8) hours plus their regular pay.

d. When an employee is required to work overtime on a holiday, up to eight (8) hours holiday pay shall be paid at time and one-half (1.5) the regular rate of pay plus time and one-half (1.5) at the regular rate of pay for the actual hours of overtime worked.

In lieu of pay for working on a holiday an employee may choose to defer eight hours of the holiday pay to be scheduled and taken off with-in sixty (60) days of the holiday.

In the event the employee's request for holiday time off for a deferred holiday as outlined in (a) and (e) above is rejected by the Sheriff, with in the next sixty (60) days, the employee shall be paid for eight (8) hours of deferred holiday time during the next payroll period or a mutually agreed on date for the time off shall be immediately scheduled in lieu of payments prevented by the Sheriff from taking the deferred holiday within the sixty (60) days, the employee shall be paid for the eight hours of deferred holiday time.

(1) January 1, New Year's Day;
(2) The third Monday in January, ML King Day;
(3) February 12, Lincoln's birthday;
(4) The third Monday in February, Presidents Day;
(5) The last Monday in May, Memorial Day;
(6) June 19th, Juneteenth
(7) July 4, Independence Day;
(8) The first Monday in September, Labor Day;
(9) The second Monday in October, Columbus Day;
(10) November 11, Veteran's Day;
(11) The day in November, which is the legal observance of Thanksgiving;
(12) The day in November following Thanksgiving;
(13) December 24, Christmas Eve; except that 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;
(14) December 25, Christmas Day; and
(15) Three (3) floating holidays each calendar year, to be approved in advance by the Sheriff. Floating Holidays a) must be used in 8-hour increments, b) may not be carried beyond December 31 of any year (use or lose), and c) may not be carried between bargaining units if employee transfers.

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 forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

Recognized Holidays for Monday through Friday Staff

Employees regularly scheduled to work Monday through Friday will have holidays observed on workdays as follows: If January 1, February 12, July 4, November 11, December 24 or December 25 falls upon a Sunday, the Monday

following shall be a holiday; if such forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

Recognized Holidays for Sunday through Saturday Staff.

Employees regularly scheduled to work Sunday through Saturday will have holidays observed on the actual date of the holiday, irrespective of the day of the week.

ARTICLE 9.06 REST PERIODS: An allowance not to exceed fifteen (15) minutes, twice daily, shall be granted to each miscellaneous employee who is required to work at least eight (8) hours in any day. Safety employees shall also be granted fifteen (15) minutes, twice daily, to the extent practical.

ARTICLE 9.07 JURY AND WITNESS LEAVE: Any employee who is called for jury duty or subpoenaed to appear as a witness other than an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(1) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(2) 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 shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

ARTICLE 9.08 MILITARY LEAVE: Military leave shall be granted as provided by law.

UNPAID LEAVE

ARTICLE 10.01 POLICY: A general leave of absence may be granted to employees only on duly authorized terms and conditions. Such leave shall be without compensation or accrual of benefits or seniority. Accrued vacation leave must be used up prior to the effective date of the general leave. Health Insurance Coverage through the County may be continued at the employee's expense. An appointing authority may grant a limited leave not exceeding ninety consecutive days in any twelve-month period. If specifically authorized by the Board, and with the concurrence of the appointing authority, an extended leave not to exceed two years may be granted.

ARTICLE 10.02 PROCEDURE: An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four (4) months, 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; provided that the County shall pay for such insurance if the employee is receiving workers' compensation benefits.

However, safety members of the County's retirement plan may receive industrial disability leave pursuant to the terms and conditions required by California Labor Code section 4850.

When disability leave is exhausted, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

(2) 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

(3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 10.03 PREGNANCY DISABILITY LEAVE: Pregnancy disability leave shall be granted as provided by law.

ARTICLE 10.04 SABBATICAL LEAVE OF ABSENCE: Upon continuous service of seven (7) years with the County, sworn personnel may request a leave of absence without pay. The terms of a leave of absence are as follows:

(1) The employee must be in "good standing" as evidenced in a satisfactory performance on his PPR (Personal Performance Review).

(2) The request must be approved by both the Sheriff and the County Board of Supervisors.

(3) The leave shall be for a period of exactly 12 months.

(4) The employee shall stop accruing seniority upon the day he leaves, and shall not start accruing until return to service.

(5) The employee shall not lose his seniority.

(6) The employee shall return at the same rank as when the leave of

absence commenced.

(7) The privilege shall be exercised once - only.

LAYOFFS

ARTICLE 11.01 POLICY: The Board of Supervisors may authorize a reduction in the number of employees in the classified service as part of any administrative reorganization for more efficiency in County operations, or as part of a program to reduce expenditures due to inadequate revenue.

ARTICLE 11.02 PROCEDURE: Upon recommendations by the appointing authorities, the Board shall order which departments are affected and which class titles in the department are affected. Where there is more than one employee in the affected class in a department, the order of layoff shall be by status of appointment: first, temporary employees; second, probationary employees; third, part-time permanent employees; and fourth, full-time permanent employees.

When two (2) or more employees in an affected class *have* the same status of appointment in the department, the order of layoff shall be determined as follows: The appointing authority shall *review* the employees' performance evaluations for the three (3) years preceding. The employee with a history of unsatisfactory or below average performance within the past three (3) years shall be laid off first. If there is no difference between the employees, the order of layoff shall be by seniority. Seniority shall be computed on the basis of one (1) point for each month of full-time continuous service or a pro rata amount for each month of part-time continuous service. Employees with the least seniority shall be laid off first.

ARTICLE 11.03 NOTICE: Thirty (30) days prior to the effective date of layoff as ordered by the Board, each employee to be laid off shall receive a written notice of layoff from the appointing authority. The notice shall explain the reason for the layoff, the result of the procedures described in Article 11.02, and the effective date of layoff. The notice shall further inform the employee of the right to voluntary transfer, voluntary demotion, and reinstatement.

ARTICLE 11.04 DEMOTION IN LIEU OF LAYOFF: Within ten (10) days of receipt of a layoff notice an employee may in lieu of being laid off elect demotion to:

(a) Any position held by an employee with a lower seniority in a class with substantially the same or lower maximum salary in which the layoff employee held permanent status, Or

(b) Any unfrozen vacant position in a class in the same line of work as

class of layoff, but of lesser responsibility if such classes are designated by the Human Resources Director.

Demotion rights to specified classes may be applicable only within the Sheriff's Department.

ARTICLE 11.05 VOLUNTARY TRANSFER OR DEMOTION: It shall be County policy to offer employment opportunity whenever possible to laid off employees, consistent with the duty of appointing authorities to appoint qualified individuals.

Within ten (10) days of receipt of a layoff notice, the employee may request transfer or demotion to another position for which the employee is qualified or should the employee be on probation as a result of a promotion, then the provisions of Section 13.02(3) of the Personnel Rules shall apply provided the pre-promotion position still exists.

The appointing authority shall, for a period of one (1) year from the layoff, offer any such position within the department to the employee without regard to any applicable eligible list.

Further, the appointing authority shall notify other County departments, which might have vacancies in positions for which the employee is qualified. An appointing authority for another department may, in his or her discretion, fill a vacant position with the laid-off employee without regard to any applicable eligible list.

ARTICLE 11.06 REINSTATEMENT: An employee who is laid off shall have the right to be reinstated in reverse order of layoff to his or her former position within one (1) year of the date of layoff should the appointing authority seek to fill the position during that year.

Reinstatement shall be on the same terms and conditions as prevailed at the date of layoff, including appointment status and seniority, except that adjustment shall be made for any accrued benefits that have been paid off during the period of layoff. The payoff of any accrued benefits during the period of layoff shall be considered final and in full satisfaction of any claims covered by the payoff.

INSURANCE

ARTICLE 12.01 ACTIVE EMPLOYEE HEALTH PLAN: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

The County contributes up to 85% of the total combined amount to fund CalPERS employee medical insurance, dental insurance, vision insurance and life insurance.

The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Opt-Out Incentive

An Employee who declines the County sponsored medical coverage may receive $150.00 twenty-four per pay period per year for a maximum annual benefit of $3,600.00, provided that the employee complies with the following conditions:

(1) The employee must provide proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source of group health insurance (coverage not obtained in the individual market or through Covered California) for the plan year in which the opt out arrangement applies ("opt-out period"); and

(2) The employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt-out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the County will not make any opt-out payments if the County knows that the employee and/or the employee's tax family member(s) doesn't have the required alternative group coverage, or if the conditions in this paragraph are not otherwise satisfied.

ARTICLE 12.02 RETIRED EMPLOYEE HEALTH PLAN: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a county approved 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 County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five 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 to 5	25%
5 to 10	50%
10 to 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic 25% or 50% of the County paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of 100% premium for them self or surviving spouse.

ARTICLE 12.03 HEALTH PLAN COMMITTEE: The County and the Association will participate in a bilateral health plan study committee. The committee will be coordinated by the Human Resources Director. The Association will appoint one unit representative (who shall be enrolled in the County-sponsored Health Plan) to the committee. The employee representative will serve without loss of regular compensation, however, no overtime, call back payor other special payor expenses will be allowed for the employee representative. The committee will be advisory only and will make its recommendations to the County and Association.

Should the Board of Supervisors accept the committee's recommendation without change, it is agreed no additional meeting and conferring on the changes is required.

RETIREMENT

ARTICLE 13.01 RETIREMENT PLAN: The County agrees that the retirement plans in

effect upon ratification of this Memorandum of Understanding through the Public Employees Retirement System (PERS) shall stay in full force and effect

ARTICLE 13.02 PERS CONTRIBUTION:

The County agrees to pay the employee portion of PERS, except as provided in subparagraphs (1) and (2) of this Article 13.02, below:

(1) Current Employees and new employees hired on or before December 31, 2012:

a. "Miscellaneous" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1 %) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "miscellaneous" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

b. "Safety" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period including August 5, 2013, one percent (1 %) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "safety" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

Notwithstanding the foregoing subparagraphs a. and b. of this Subparagraph (1), new employees hired after the adoption of these Terms and Conditions of Employment by the County Board of Supervisors and prior to January 1, 2013, shall pay all the employee "member" contribution to PERS until they have successfully completed their probationary period.

(2) New employees hired on or after January 1, 2013:

a. In accordance with the AB 340 pension reform law, new employees hired on or after January 1, 2013 shall have an initial contribution rate to the California Public Employees Retirement System of at least fifty percent (50%) of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of one percent (1 %), or the current contribution rate of similarly situated employees, whichever is greater. This contribution shall not be paid by the County on the employee's behalf. The County shall pay the remainder of the normal cost

rate. As used in this section, the "normal cost rate" shall mean the annual actuarially determined normal cost for the California Public Employees Retirement System defined benefit plan of the County expressed as a percentage of payroll.

b. The employee contribution rate described in subsection a. above shall be adjusted when the normal cost rate increases or decreases by more than one percent (1 %) of payroll above or below the normal cost rate in effect at the time the employee contribution rate is first established or, if later, the normal cost rate in effect at the time of the last adjustment to the employee contribution rate under this section.

c. The pensionable compensation used to calculate the defined benefit paid to a new employee hired on or after January 1, 2013 who retires from the system shall not exceed the following applicable percentage of the contribution and benefit base specified in Section 430(b) of Title 42 of the United States Code on January 1, 2013: (1) one hundred percent (100%) for a member whose service is included in the federal system; or (2) one hundred twenty percent (120%) for a member whose service is not included in the federal system. The California Public Employees Retirement System shall adjust the maximum pensionable compensation following each actuarial valuation based on changes to the Consumer Price Index for All Urban Consumers. The adjustment shall be effective annually on January 1 following the annual valuation. As used in this section, "federal system" means the old age, survivors, disability, and health insurance provisions of the federal Social Security Act (42 U.S.C. Sec. 301 et seq.).

d. New employees hired on or after January 1, 2013 shall not be eligible for the retirement plans described in Article 13.01. Instead, new non-safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.20 (commonly known as "2% at 62"). New safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.25(d) (commonly known as "Safety Option Plan Two"). For the purposes of determining a retirement benefit to be paid to a new employee hired on or after January 1, 2013, the final compensation shall be calculated based upon the highest average annual pensionable compensation earned by the

employee during a period of at least 36 consecutive months immediately preceding his or her retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months during the employee's applicable service that the employee designates on the application for retirement. All new employees hired on or after January 1, 2013 shall be subject to the "anti-spiking" provision of Government Code Section 7522.34.

ALLOWANCES AND REIMBURSEMENTS

ARTICLE 14.01 CLOTHING AND UNIFORM ALLOWANCE:

(1) The semi-annual uniform allowance personnel required to wear a uniform is as follows:

Non- Safety Personnel - $300.00

Correctional Personnel - $425.00

Safety Personnel - $500.00

(2) Initial newly hired employees in the Deputy Sheriffs classification series shall be granted an initial Uniform and Equipment Allowance of $1,000.00 (one thousand dollars), which shall be in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire.

(3) Initial newly hired employees in the Correctional Officers classification series shall receive a one-time start-up allowance of $1,000.00 (one thousand dollars) upon hire to cover the cost of their initial uniform purchase, in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire. This provision shall take effect prospectively following the Board of Supervisors' adoption of this Memorandum of Understanding.

ARTICLE 14.02 PERSONAL PROPERTY REIMBURSEMENT: The County agrees to repair or replace any clothing or personal article damaged while on duty, providing that such article is a necessary part of the employee's attire.

ARTICLE 14.03 PER DIEM: Employees will receive a per diem reimbursement for every authorized day the employee travels away from the County conducting County business. Per diem reimbursements will be made at rates set by the Internal Revenue Service.

MISCELLANEOUS PROVISIONS

ARTICLE 15.01 SENIORITY: Seniority shall be the determining factor in all vacations and transfers within the Sheriff's Department. Seniority consists of the length of continuous service in the classification held by the employee. Seniority may also be known as "time in grade". Seniority shall be terminated by:

1.Department discharge.
2.Voluntary quit.

ARTICLE 15.02 SAFETY EQUIPMENT: All safety equipment shall be replaced or repaired by the County upon approval of the Sheriff. Safety equipment shall be defined as sidearm, holsters, holster belt, handcuffs and case, ammunition pouch, baton and ring holder, flashlight and raincoat.

ARTICLE 15.03 SAFETY:

(1) Hazardous Conditions. The Association and the County recognize a mutual obligation to secure the physical well-being of employees by working toward the prevention, correction, and elimination of all hazardous conditions.

(2) Compliance with Rules and Regulations. The employer and employee agree to abide by all applicable rules and regulations.

ARTICLE 15.04 OFFICER INVOLVED IN A SHOOTING: The County agrees to allow an officer twenty-four (24) hours (one full day) to consult with an attorney before being formally interviewed by a local government agency.

ARTICLE 15.05 POSTING OF WORK SCHEDULES: The parties agree that all work schedules shall be posted two weeks in advance, unless emergency conditions prohibit two weeks' notice. An exception to the ten-day advance notification requirement is that a higher ranking officer and an officer may mutually agree that the officer's court time on a given day may substitute for the officer's completion of a different regularly assigned shift.

ARTICLE 15.06 PHYSICAL EXAMINATION: The County agrees to provide full-time sworn peace officers' physical examinations, including stress EKG, on the following basis:

(1) Each employee covered by this Memorandum shall be administered a complete physical examination, including stress EKG, as follows:

(a) 21 to 39 years, biennial checkup
(b) 40 years and over, annual checkup

(2) Employees shall be given all examinations while off duty.

(3) County will pay for such examinations except to the extent that they are covered by insurance.

(4) The County will pay for periodic medical exams for Correctional Officers on the same basis as for sworn officers.

(5) All employees medical information shall be handled by the County in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE 15.07 SHERIFF'S PHYSICAL FITNESS PLAN: Employees may not be ordered to participate in the Sheriff's Physical Fitness Plan, however, those who choose to shall do so voluntarily and shall receive no pay, or paid time off to participate.

ARTICLE 15.08 PERSONNEL RULES COMMITTEE: The Sheriff's Department Units (SMU) may appoint a representative to serve on the County Personnel Rules Committee.

ARTICLE 15.09 PERSONNEL FILE: The County agrees to maintain the personnel files, including destruction of files, pursuant to state law.

ARTICLE 15.10 LEAVE TRANSFER: See the Personnel Rules.

ARTICLE 15.11 FURLOUGH RULE: The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(1) A furlough may be ordered only to compensate for a budget issue.

(2) The Sheriff may furlough an employee or group of employees upon approval of the County Administrator.

(3) An employee furloughed by the Sheriff shall be non- compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits or seniority.

(4) An employee shall not be furloughed more than one (1) day in any pay period.

(5) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(6) An employee is to be notified in writing by the Sheriff at least ten (10) days prior to the assigned furlough day or days.

(7) Whenever possible, considering the needs of the department, the Sheriff will give consideration to an employee's choice in selecting the furlough day or days.

(8) The Sheriff shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(9) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

ARTICLE 15.12 FLEXIBLE SPENDING ACCOUNT The County and the Association have agreed to a flexible spending plan administered by AFLAC. The County and Association will meet and confer as necessary, pursuant to section 16.02 of the Memorandum of Understanding, to keep said plan, or a mutually agreeable substitute plan, consistent with I.R.S. rules.

ARTICLE 15.13 PROBATIONARY PERIOD:

PATROL: Newly hired Deputy Sheriffs shall serve a twelve (12) month probationary period if they join the Sheriff's Department having successfully completed a P.O.S.T-accredited law enforcement academy. Those who have not successfully completed such an academy shall serve an eighteen (18) month probationary period,

CORRECTIONS: Corrections' employees shall serve a twelve (12) month probationary period.

ALL OTHER EMPLOYEES: Shall have a twelve (12) month probationary period.

Section 13.02 (3) of the County Personnel Rules shall be amended to reflect this article.

CLOSING PROVISIONS

ARTICLE 16.01 TERM: This agreement shall be effective from July 1, 2023 - June 30, 2025.

ARTICLE 16.02 FULL AGREEMENT: This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding neither party shall be compelled to bargain 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.

ARTICLE 16.03 SAVINGS 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 into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

ARTICLE 16.04 PEACEFUL PERFORMANCE: The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by county employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Plumas. The Association agrees that during this specific term of this agreement, under no circumstances will the Association recommended, encourage or cause it's 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 with 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 term of this Memorandum of Understanding, the Association, by it's officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct it's members to cease said conduct and resume work. Copies of said notice shall be filed with the County Clerk as a matter of public record. If, in the event of a job action, the Association promptly and in good faith performs the obligations of this section, and providing that the Association has not otherwise authorized, permitted or encouraged any job action, the association 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 an offending employee(s). County agrees to not "lock out" any employee covered under this MOU.

ARTICLE 16.05 SIGNATURES:

S.E.A. Representatives:

Jonathan Murphy (Nov 13, 2025 16:06:28 PST)

Jonathan Murphy
Rains Lucia Stern
St Phalle & Silver, PC

13/11/2025
Date

Chandler Peay (Nov 13, 2025 10:56:55 PST)

Chandler Peay
Plumas County Sheriff's Association President

13/11/2025
Date

Tom Froggatt
Tom Froggatt (Nov 13, 2025 14:33:59 PST)

Tom Froggatt
Plumas County Sheriff's Association

13/11/2025
Date

County of Plumas Representatives:

Sara James
Sara James (Nov 13, 2025 16:11:57 PST)

Sara James
Plumas County Chief Negotiator

13/11/2025
Date

Joshua Mizrahi

Joshua R. Mizrahi
Human Resource Director

13/11/2025
Date

APPENDIX A

JOB CLASSIFICATIONS IN THE SHERIFF'S MID MANAGMENT UNIT

SMU

CLASSIFICATION TITLES:

Assistant Director of Emergency Services
Sheriff's Fiscal Officer I
Sheriff's Fiscal Officer II
Jail Commander
Communication Supervisor
Sheriff's Office Manager
Sheriff Administrative Sergeant
Sheriff Patrol Commander
Sheriff Deputy/Training/Policy Advisor
Sheriff Investigator Sergeant/Code Compliance Supervisor
Sheriff Special Operations Sergeant

APPENDIX B

MOU DEFINITIONS

BASE RATE OF PAY: Shall mean the hourly rate of pay for the assigned step within the wage scale for the specific classification established by County resolution.

REGULAR RATE OF PAY: Shall mean the base hourly rate of pay plus specialty pays as required by the Fair Standards Labor Act.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Sheriff**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION Sheriff Patrol Commander Classification Base Wage to $42.09/hour; (General Fund Impact) as approved in FY25/26 adopted budget (70330 / 51000), Sheriff / Regular Wages; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Sheriff Patrol Commander Classification Base Wage to $42.09/hour; (General Fund Impact) as approved in FY25/26 adopted budget (70330 / 51000), Sheriff / Regular Wages; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

At the October 21, 2025 Board of Supervisors meeting, the Board approved the restructuring of the Sheriff's Office organizational chart but the wage resolution was not attached to the initial resolution. This resolution will correct the classification base wage reflecting the supervisory responsibilities between the Patrol Commander and Investigations/ Cannabis Code Enforcement Supervisor.

Action:

Adopt **RESOLUTION** Sheriff Patrol Commander Classification Base Wage to $42.09/hour; (General Fund Impact) as approved in FY25/26 adopted budget (70330 / 51000), Sheriff / Regular Wages; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 adopted) budget (70330 / 51000), Sheriff / Regular Wages; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Attachments:

1. 7051 Resolution Patrol Commander Wage FINAL

RESOLUTION NO. 2025-_____

RESOLUTION ADOPTING SHERIFF PATROL COMMANDER CLASSIFICATION BASE WAGE TO $42.09/HOUR.

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Human Resources Director has updated the Sheriff Patrol Commander job classification base wage to eliminate compaction due to the reclassification of Sheriff Investigations Sergeant/Code Compliance Supervisor into the Sheriff Patrol Commander's supervisory responsibilities; and

WHEREAS, this position is in the Sheriff's Mid-Management Unit and meet and confer obligations have been met.

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

1) Approve a base wage of $42.09/hour for the Patrol Commander classification to eliminate compaction between the positions, effective September 1, 2025.

The foregoing Resolution is 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 18th day of November 2025, by the following vote:

AYES: Supervisors:

NOES: Supervisors

ABSENT: Supervisors

_____
Kevin Goss, Chair
Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Joshua Mizrahi, Human Resources Director**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Adopt RESOLUTION amending the Resolution revising the Plumas County Sheriff's Patrol Commander and the Sheriff Investigation Sergeant/Code Compliance Supervisors Job Classifications; retroactive to September 1, 2025; approved as to form by County Counsel; discussion and possible action; Roll call vote.**

Recommendation:

Adopt **RESOLUTION** amending the Resolution revising the Plumas County Sheriff's Patrol Commander and the Sheriff Investigation Sergeant/Code Compliance Supervisors Job Classifications; retroactive to September 1, 2025; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**

Background and Discussion:

Approve this resolution to implement the Job Classification changes to the Plumas County Sheriff's Patrol Commander and Sheriff Investigation's Sergeant/Code Compliance Supervisor in Resolution 2025-9074 retroactive to September 1, 2025.

Action:

Adopt **RESOLUTION** amending the Resolution revising the Plumas County Sheriff's Patrol Commander and the Sheriff Investigation Sergeant/Code Compliance Supervisors Job Classifications; retroactive to September 1, 2025; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**

Fiscal Impact:

General Fund Impact.

Attachments:

1. 7051 Resolution Amending Patrol Commander Description FINAL

RESOLUTION NO. 2025 - _____

RESOLUTION AMENDING THE RESOLUTION REVISING THE PLUMAS COUNTY SHERIFF'S PATROL COMMANDER AND THE SHERIFF INVESTIGATION SERGEANT/CODE COMPLIANCE SUPERVISOR'S JOB CLASSIFICATIONS

WHEREAS, on October 21, 2025, the Plumas County Board of Supervisors adopted Resolution No. 2025-9074 authorizing the revisions to the Plumas County Sheriff's Patrol Commander's and Sheriff Investigation's Sergeant/Code Compliance Supervisor's Job Classifications in the Sheriff's Department; and

WHEREAS, the resolution did not reflect the County's intent to retroactively amend the job classifications effective September 1, 2025, due to vacancy and a compaction issue with the Patrol Commander and the Sheriff Investigation's Sergeant/Code Compliance Supervisor's wages; and

WHEREAS, the amendments approved in Resolution No. 2025-9074 were intended to be effective September 1, 2025, to address the organizational needs, and address the compaction issue with Patrol Commander Sheriff Investigation's Sergeant/Code Compliance Supervisor's wages.

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

1) Approve this resolution to implement the Job Classification changes to the Plumas County Sheriff's Patrol Commander and Sheriff Investigation's Sergeant/Code Compliance Supervisor in Resolution 2025-9074 retroactive to September 1, 2025.

The foregoing Resolution is 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 18th day of November, 2025, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

_____
Kevin Goss, Chair
Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair** **Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Recommendation to Direct Staff to Initiate Steps to Place a County Sales Tax Measure on the June 2026 Ballot; discussion and possible action/direction to staff.**

Recommendation:

It is recommended that the Board of Supervisors approve direction to staff to move forward with all necessary steps to prepare and place a 1% countywide sales tax measure on the June 2026 ballot for voter consideration.

Background and Discussion:

Plumas County continues to face a persistent structural deficit in the General Fund, which threatens the County's ability to sustain essential public services, maintain competitive wages and benefits, and ensure adequate staffing levels across departments.

While the County has made substantial progress in implementing operational efficiencies, these measures alone are insufficient to resolve the ongoing revenue gap. To support and sustain recent and future wage and benefit adjustments, maintain a high-performing workforce, and invest in operational excellence, the County must pursue long-term, sustainable revenue solutions.

Proposed Measure:

A 1% countywide sales tax is proposed to generate approximately $3 million annually. Importantly, this revenue would be broad-based, with roughly half contributed by County residents and half by nonresidents (including visitors and through-travelers).

Unlike targeted measures such as the Transient Occupancy Tax (TOT), which primarily affects a single industry, a sales tax provides a balanced, equitable approach that distributes the responsibility of funding essential public services across all consumers. Moreover, the magnitude of revenue generated from a sales tax measure would be significantly greater than other localized tax options.

Regional Context:

Plumas County's current sales tax rate is notably lower than those of surrounding jurisdictions. For example (source cdtfa.ca.gov):

- **Butte County:**8.25%
  - **Chico** 9.25%
  - **Oroville** 9.25%
  - **Paradise** 8.75%
- **Nevada County:**7.50%
  - **Grass Valley** 8.875%
  - **Nevada City** 8.875%
  - **Truckee** 9%
- **Lassen County:**7.25%
- **Susanville:** 8.25%

By comparison, Plumas County's current rate of 7.25% remains among the lowest in the region. Even with a 1% increase, the County would remain competitive, while gaining critical capacity to sustain operations and invest in public service delivery improvements.

To maintain fiscal stability and ensure that Plumas County remains a premier, high-performing, and forward-looking organization, it is essential that the Board consider a balanced approach that includes both operational efficiency and enhanced revenue generation.

Action:

Recommendation to Direct Staff to Initiate Steps to Place a County Sales Tax Measure on the June 2026 Ballot; discussion and possible action/direction to staff.

Fiscal Impact:

Potential for substantial revenue increase to the General Fund.

Attachments:
None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair** **Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Approve the formation of an Ad Hoc Committee with Central Plumas Recreation and Park District (CPRPD) to make recommendations on partnership and revenue opportunities regarding Plumas County Fairgrounds; discussion and possible action.**

Recommendation:
This memo requests that the Board of Supervisors form an ad hoc committee composed of the Board Chair, Vice Chair, and relevant County staff, along with Board members and staff from the Central Plumas Recreation and Park District (CPRPD) to explore, assess and recommend opportunities for programs, events and facilities use at the Plumas County Fairgrounds.

Background and Discussion:
The recent relocation of the High Sierra Music Festival from the Plumas-Sierra County Fairgrounds to Nevada County has resulted in a significant loss of revenue for both the County and CPRPD. Specifically, the County Fair budget faces an estimated loss of approximately $80,000, while CPRPD faces a reduction of approximately $20,000 in revenue.

Proposed Purpose and Guiding Principles of the Ad Hoc Committee:
The ad hoc committee will work collaboratively to explore and address the following three principles:

Revenue Impacts:
Identify and assess the fiscal impacts of the High Sierra Music Festival's relocation on both the County Fair and CPRPD budgets, and consider strategies to mitigate these losses.

Revenue and Economic Development Opportunities: Explore opportunities to leverage existing programs, organizations, and institutions for mutual and community benefit. This includes identifying new partnerships and events (such as the College Rodeo) that can stimulate local economic development and enhance community engagement.

Alignment with Core Missions:
Ensure that any proposed initiatives or collaborations do not detract from either the County's or CPRPD's core missions, services, or functions. The intent is to foster synergy and sustainability, not to shift resources or responsibilities away from essential operations.

Action:

Approve formation of an ad hoc committee composed of the Board Chair, Vice Chair, and relevant County staff, along with Board members and staff from the Central Plumas Recreation and Park District (CPRPD) to explore, assess and recommend opportunities for programs, events and facilities use at the Plumas County Fairgrounds; discussion and possible action.

Fiscal Impact:

Possible positive General Fund Impact.

Attachments:
None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair** **Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**There will be no Board of Supervisors Meeting on December 2, 2025, due to administrative staff attending the Annual California Association of Counties Conference that week; informational item only.**

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**November 18, 2025**
SUBJECT:	**Confirmation on the 2026 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties' Environmental Joint Powers Authority (ESJPA), discussion and direction to the Clerk of the Board.**

Recommendation:
Confirmation on the 2026 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties' Environmental Joint Powers Authority (ESJPA), discussion and direction to the Clerk of the Board.

Background and Discussion:
Annually, the Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties' Environmental Services Joint Powers Authority (ESJPA) require confirmation of each member county's Delegate and Alternate.

Action:

Confirmation on the 2026 Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties' Environmental Joint Powers Authority (ESJPA), discussion and direction to the Clerk of the Board.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. 20251114081230

RCRC
REPRESENTING CALIFORNIA'S
RURAL COUNTIES

To: Members of the RCRC Board of Directors
RCRC Member County CAOs
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: November 6, 2025

Re: Designation of the 2026 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2026 and Installation of Officers will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

Designation of 2026 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfahome.org

To: Members of the GSFA Board of Directors
GSFA Member County CAOs
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2026 will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form

GOLDEN STATE
Finance Authority

Designation of 2026 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.

golden state connect authority

To: Members of the GSCA Board of Directors
GSCA Member County CAOs
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2026 will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form

golden state connect authority

Designation of 2026 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code and file a Form 700.

Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA Member County CAOs
ESJPA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 ESJPA Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2026 will be held on March 26th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2026 Delegate and Alternates for the

Rural Counties' Environmental Services Joint Powers Authority (ESJPA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **1st Alternate:** _____

  E-Mail: _____

- **2nd Alternate:** _____

  E-Mail: _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste/recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.