

BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF AUGUST 2, 2022 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for Plumas Rural Services to obtain an encroachment permit for “Paint the Town Greenville, a Dixie Fire Anniversary event”; Street- Art Fair to be held on August 4th, 5th, and 6th, 2022, closing Pine Street, in Greenville to vehicle traffic for the duration of the event. [View Item](#)

B. CLERK OF THE BOARD

Approve the following Board Minutes: May 2022 and July 2022. [View Item](#)

C. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and RSH, Inc. dba Curran Tires, for the purchase and installation of tires for the Department of Behavioral Health vehicles; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Sutter -Yuba Behavioral Health; to provide services to individuals experiencing acute psychiatric conditions that require rehabilitation services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral health and Shasta County Housing and Community Action Agency Program, to participate in a collaborative web-based software program, Homeless Management Information System, HMIS, to confidentially collect, track, manage, share and coordinate client services, reduce inefficiencies and duplication of services; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)
- 4) Authorize no contract payment of \$880.00 to Traditions Behavioral Health for mental health doctor fees for specialty services. [View Item](#)
- 5) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Plumas Rural Services, to provide Early and Periodic Screening, Diagnostic and Treatment Specialty Mental Health Services for full scope Medi-Cal eligible Plumas County Children, ages 3-21; not to exceed \$75,000.00; approved as to form by County Counsel. [View Item](#)

D. PROBATION

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Probation Department and Redwood Toxicology Laboratory, Inc., for drug and alcohol testing services; effective July 1, 2022; not to exceed \$70,000.00; approved as to form by County Counsel. [View Item](#)

E. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 2 to Agreement between Plumas County Public Works and Quincy Engineering Inc., for Final Design Phase Engineering Services for the “Blairsden-Graeagle Bridge Replacement Project”; Amendment not to exceed \$61,985.58; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 3 to Agreement between Plumas County Public Works and Quincy Engineering Inc., for design engineering services for the “Keddie Resort Bridge Replacement Project”; Amendment not to exceed \$67,035.00; approved as to form by County Counsel. [View Item](#)

F. PUBLIC WORKS - SOLID WASTE

Approve and authorize the Chair to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc., due to decisions made by the Central Valley Regional Water Quality Control Board for changes to sampling and reporting requirements in 2022 calendar year; not to exceed \$107,629.50; approved as to form by County Counsel. [View Item](#)

G. SHERIFF

Approve and authorize the Chair to sign and ratify 5 (five) year Agreement between Plumas County Sheriff's Department and LensLock Inc., to provide body worn cameras to be used by patrol and correctional staff when appropriate; effective July 5, 2022; not to exceed \$32,142.82 per year; approved as to form by County Counsel. [View Item](#)

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

3. BECKWOURTH COUNTY SERVICE AREA – John Mannle

- A. Authorize no contract payments of \$1,140.00 to Waters Vacuum Truck Service and \$2,660.00 to Plumas Sanitation Inc., and ratify all approved emergency BCSA sewer pump station repair work performed to date; discussion and possible action. [View Item](#)

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

4. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH – Sharon Sousa

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Maria Assunta Vicini to provide Tai Chi classes to all citizens in the Portola area; effective July 1, 2022; not to exceed \$18,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

B. FACILITY SERVICES – JD Moore

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Digital Path Inc., for internet services at Nervino Airport (Beckwourth); not to exceed \$1,332.00 annually; discussion and possible action. [View Item](#)
- 2) Authorize the Director of Facility Services & Airports to recruit and fill, funded, and allocated .625 FTE Airport Manager position at Nervino Airport; vacancy due to resignation, effective August 31, 2022; discussion and possible action. [View Item](#)

C. **HUMAN RESOURCES** – Nancy Selvage

Adopt **Resolution** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Public Works and Public Works Mid-Management and Supervisor, Represented by the Operating Engineers Local #3; discussion and Possible action. **Roll call vote**
[View Item](#)

D. **LIBRARY** – Lindsay Fuchs

- 1) Report on the Stronger together: Improving Library Access Grant, and review of the Bookmobile vehicle design options and the County Librarian's recommendation; discussion, direction, and possible action. [View Item](#)
- 2) Authorize the County Librarian to recruit and fill, funded, and allocated; 0.625 FTE Fiscal & Technical Services Assistant I/II/III Position; Vacancy due to resignation; discussion and possible action. [View Item](#)

E. **MUSEUM** – Paul Russel

Authorize the Museum Director to recruit and fill, funded; Extra Help position to perform a variety of clerical/ reception/ office work; discussion and possible action. [View Item](#)

F. **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill the following five (5) Positions for the Senior Services Program: [View Item](#)
One (1) Permanent Assistant Cook position at the Quincy site; at 0.875 FTE
One (1) Extra-Help Assistant Cook position at the Chester Site.
One (1) Extra-Help Assistant Cook position at the Portola Site.
One (1) Extra-Help Assistant Cook position at the Quincy Site.
One (1) Extra-Help Driver position at the Quincy Site.
These positions are able to be funded as allocated in the FY 22/23 Public Health budget that is scheduled to be adopted in September 2022; discussion and possible action.
- 2) Authorize the director of Public Health to recruit and fill, funded, and allocated; (one) 1.0 FTE Management Analyst I/II position; vacancy due to retirement; discussion and possible action.
[View Item](#)

G. **SHERIFF** – Todd Johns

Adopt **Resolution** to acknowledge and accept grant funds from the California Department of Fish and Wildlife office of Spill Prevention and Response for Oil Spill response equipment; authorizing the Sheriff to execute the Grant Agreement; discussion and possible action. **Roll call vote**
[View Item](#)

5. **BOARD OF SUPERVISORS**

- A. 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 back within 30 days, on August 16, 2022. [View Item](#)
- B. 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; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on September 20, 2022. [View Item](#)

- C. Appoint Gayanna Miller to the Beckwourth Fire District Board; discussion and possible action.
- D. Appoint Travis Goings as the Director of Risk Management & Safety; and approve and authorize the Chair to sign Employment Agreement, approved as to form by County Counsel; discussion and possible action.
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Performance evaluation – Dana Loomis, Director of Public Health
- B. **Time Certain 1:00 pm** Public employee appointment or employment – County Administrative Officer
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section §54956.9 Feather River Action! et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 9, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Paint the Town

GREENVILLE

Street-Art Fair

August 4th, 5th, and 6th

Location: Pine & CA Hwy 89

Chalk-Art 12:00pm until 5:00pm each day

Dance at the Way Baby Thursday & Friday night

Come celebrate what our community has accomplished.

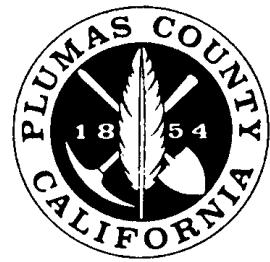
Come cover Greenville in colorful chalk-art!

INSPIRING ART FOOD DRINKS VENDORS BOUNCY HOUSE FIRE

SURVIVOR RESOURCES EMOTIONAL SUPPORT STAFF

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



August 2, 2022

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

Attention Permits Engineer

Subject: Encroachment Permit Request
Dixie Fire Collaborative

Paint the Town Greenville, a Dixie Fire Anniversary Event
Street-Art Fair to be held on August 4th, 5th, and 6th of 2022
(Closing Pine Street, Greenville, California to all vehicle traffic for the
duration of the event)
Plumas County, California

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

**BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1st
District Kevin Goss, Chair 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

MEETING MINUTES**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON MAY 3, 2022****STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

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Public Comment Opportunity/Written Comment

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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/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Ceresola, Supervisor Goss.

PLEDGE OF ALLEGIANCE

JD Moore led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Consent Item 2D2 was removed from the consent agenda for discussion and possible action at a later date.

PUBLIC COMMENT OPPORTUNITY

Pastor George offered a short prayer for the County.

Tom McGowan spoke regarding the meeting in Greenville regarding internet service.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

JD Director of Facility Services notified the Board of Supervisors regarding the expired entitlement funds for Gansner Airport.

Sheriff Todd Johns reported that the Sheriff's Department will be sending out an email to all of the Counties departments regarding the upcoming fire season and the need to identify and fill the positions in the Emergency Operations Center.

 Planning Director, Tracey Ferguson reported that the survey for the SEADS process or the Comprehensive Economic Development strategy, is out (first step). She also reported that May is Wildfire Preparedness Month, and what is happening this week; Tool trailer work day, and the free event at Feather River College Wildfire Restoration Symposium on May 13, 2022 and more.

Nancy Selvage reported that her department has updated all of the personnel worksheets with regards to upcoming budget meetings.

ACTION AGENDA

1.  DISASTER RECOVERY OPERATIONS - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

DIXIE FIRE COLLABORATIVE

Report, update and discussion on Dixie Fire Collaborative efforts

2.  CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a **four/fifths roll call vote**.

Motion: With the exception of Consent item 2D2, which was removed for discussion at a later date; Approve the following consent matters, as submitted, excluding item 2D2 **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. BOARD OF SUPERVISORS

- 1) Approve and authorize the chair to sign letter to the Department of Transportation (Caltrans) for an encroachment permit for the 39th Annual Mile High 100 Cycling Event; to be held on June 18, 2022, Chester, CA.
- 2) Approve and authorize the Chair to sign a letter in support of the Center for Economic Development (CED) for the California State University, Chico's application to continue its partnership as an Economic Development Administration University Center (EDA UC) for the Seattle Region.

B. CLERK OF THE BOARD

Approve Board Minutes for April 2022.

C. CLERK – RECORDER

- 1) Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine.
- 2) Authorize no contract maintenance agreement payment of \$84.56 to Ray Morgan Company for maintenance usage period 01/01/2022 to 03/31/2022.
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Clerk Recorder's Office and Ray Morgan Company, LLC, for copier maintenance services effective from 05/03/2022 through 05/02/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel.

D. COUNTY COUNSEL

- 1) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and Robert Zernich, for the temporary replacement of Jacob Zamora; effective April 1, 2022 through July 31, 2022; approved as to form by County Counsel.

Item 2D2 below was removed from the Consent Agenda to be addressed at a regularly scheduled Board of Supervisors meeting on 05/17/2022

- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Arcadis U.S., Inc., for assistance with the Beckwourth Complex and Dixie fire recovery efforts; not to exceed \$500,000.00; approved as to form by County Counsel.

E. FACILITY SERVICES

- 1) Approve and authorize the Director of Facility Services and Airports to waive the Chester Park rental fee for the Lake Almanor Foundation, for a community fund raising event; event to be held for the benefit of the Chester Plaza on July 16, 2022.
- 2) Approve and authorize the Director of Facility Services and Airports to waive the Plumas County Courthouse rental fee for the Quincy High School Senior Expo; event to be held on May 26, 2022 from 4:00 P.M. – 6:00 P.M.
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for OHV trail maintenance, repair, and construction; not to exceed \$488,337.00; approved as to form by County Counsel.

4) Approve and authorize the Chair to sign Lease Agreement between Plumas County and PG&E, for use of the Disaster Recovery Operations Center (DROC) building, located at 1446 E. Main Street in Quincy, as a claim center to assist Dixie Fire victims; approved as to form by County Counsel.

F. INFORMATION TECHNOLOGY

Authorize no contract payment of \$5,470.00 to Four J's, for annual software maintenance and support; funds have been budgeted as a part of the 2021/ 2022 I.T. budget.

G. LIBRARY

Approve and authorize the closure of the Chester Library Branch on Saturday June 25, 2022; due to safety, security, and maintenance, during the Almanor Art Show, and Chester Library parking lot book sale.

H. PLANNING

Approve and authorize Vice-Chair to sign letter to State Department of Housing & Community Development delegating designee authority to Chair of Board of Supervisors and Planning Director under CV1 Senior Nutrition Services 20-CDBG-CV1-00076 (Resolution No. 20-8517).

I. PROBATION

Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Ray Morgan Company, LLC, for copier maintenance services effective from 05/03/2022 through 05/02/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel.

J. SHERIFF

Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC, for copier maintenance services effective from 05/01/2022 through 04/30/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel.

3.  FARM ADVISOR – David Lile

Receive the 2021 Annual Report on Farm Advisor/ UC Cooperative and update of workshops and research from 2021 and plans for the remainder of 2022.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

 Convene as the Beckwourth County Service Area Governing Board

4.  BECKWOURTH COUNTY SERVICE AREA – John Mannle

A. Approve and authorize the Governing Board Chair to sign Agreement between Beckwourth CSA and Nichols Consulting Engineers, for the design and construction of improvements to the Beckwourth CSA sewer system; not to exceed \$362,325.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Governing Board Chair to sign Agreement between Beckwourth CSA and Nichols Consulting Engineers, for the design and construction of improvements to the Beckwourth CSA sewer system; not to exceed \$362,325.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

5.  **DEPARTMENTAL MATTERS**

A.  **COUNTY COUNSEL** – Gretchen Stuhr

Adopt **RESOLUTION** approving the increase of Grand Jury members from 11 to 19 in Plumas County, Pursuant to California Penal Code § 888.2; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Adopt **RESOLUTION No. 22- 8692** approving the increase of Grand Jury members from 11 to 19 in Plumas County, Pursuant to California Penal Code § 888.2, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

B.  **ENVIRONMENTAL HEALTH** – Rob Robinette

Approve and authorize the Chair to sign an Amendment to Agreement between Plumas County and the California Association of Environmental Health Administrators (CAEHA) to continue to supply temporary technical field support and staff training; effective through June 30, 2023; not to exceed \$88,500.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign an Amendment to Agreement between Plumas County and the California Association of Environmental Health Administrators (CAEHA) to continue to supply temporary technical field support and staff training; effective through June 30, 2023; not to exceed \$88,500.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C.  **FACILITY SERVICES** – JD Moore

1) Authorize the Director of Facility Services and Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker II/ III position; vacancy due to retirement; discussion and possible action.

Motion: Authorize the Director of Facility Services and Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker II/ III position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

2)  Approve the setup of revenue and expenditure accounts for the non – congregate shelter in Greenville for the remainder of 2022 fiscal year, and fund the expenditure account; Facility Services to track revenue and expenditures; discussion and possible action.

Four/ fifths roll call vote

Motion: Approve the setup of revenue and expenditure accounts for the non – congregate shelter in Greenville for the remainder of 2022 fiscal year, and fund the expenditure account; Facility Services to track revenue and expenditures, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

D.  **FAIRGROUNDS** – John Steffanic

- 1) Approve supplemental budget transfer of \$170,498.14 from State Aid Account No. 44200; \$163,498.14 into Maintenance Buildings and Grounds Account No. 521300, and \$7,000.00 into Other Wages Account No. 51020; discussion and possible action.

Four/ fifths roll call vote.

- 2) Approve and authorize the chair to sign Agreements between Plumas County Fairgrounds and the following Contractors:
Lambert Construction, Inc. – rehabilitation of Carnival Lawn; not to exceed \$9,999.00 Wilburn Construction, Inc. – repaving project; not to exceed \$71,072.50
High Desert Surface Prep, Inc. – resurface concrete in Serpilio Hall; not to exceed \$29,200.00
Sky High Roofing – roof replacement of Junior Agriculture Building; not to exceed \$33,547.14
All Agreements are approved as to form by County Counsel; discussion and possible action.

Motion: Approve Items 5D1 & 2, and Approve supplemental budget transfer of \$170,498.14 from State Aid Account No. 44200; \$163,498.14 into Maintenance Buildings and Grounds Account No. 521300, and \$7,000.00 into Other Wages Account No. 51020; and Approve and authorize the chair to sign Agreements between Plumas County Fairgrounds and the following Contractors:
Lambert Construction, Inc. – rehabilitation of Carnival Lawn; not to exceed \$9,999.00 Wilburn Construction, Inc. – repaving project; not to exceed \$71,072.50
High Desert Surface Prep, Inc. – resurface concrete in Serpilio Hall; not to exceed \$29,200.00
Sky High Roofing – roof replacement of Junior Agriculture Building; not to exceed \$33,547.14

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

E.  **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** ratifying the Memorandum of Understandings between the County of Plumas and the Probation Association and the Mid-Management Association; Approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Adopt **RESOLUTION No. 22-8693** ratifying the Memorandum of Understandings between the County of Plumas and the Probation Association and the Mid-Management Association; Approved as to form by County Counsel, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

F.  **PROBATION** – Keevin Allred

- 1) Approve supplemental revenue and expenditure request of \$177,506.23 in the upcoming 2022-2023 fiscal year, for a separate financial department fund 0046(P) the Probation Pretrial Program to be established to properly track revenue and expenditures; discussion and possible action.

Four/ fifths roll call vote.

Motion: Approve supplemental revenue and expenditure request of \$177,506.23 in the upcoming 2022- 2023 fiscal year, for a separate financial department fund 0046(P) the Probation Pretrial Program to be established to properly track revenue and expenditures, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 2)  Approve budget transfer of \$7,500.00 from Probation General Fund regular wages payroll account 51000 to the overtime payroll account 51060; to continue paying for ongoing expenses; discussion and possible action. **Four/ fifths roll call vote.**
- 3) Approve budget transfer of \$10,000.00 from YOBG professional services account 521900 to YOBG out of County travel account 527500; to pay for ongoing juvenile placement expenses; discussion and possible action. **Four/ fifths roll call vote.**

Motion: Approve Items 5F2&3, approving budget transfer of \$7,500.00 from Probation General Fund regular wages payroll account 51000 to the overtime payroll account 51060; to continue paying for ongoing expenses; and Approve budget transfer of \$10,000.00 from YOBG professional services account 521900 to YOBG out of County travel account 527500; to pay for ongoing juvenile placement expenses, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

G.  **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Adopt **RESOLUTION** authorizing the Public Health Director to execute an Agreement funded by the California Oral Health Program grant agreement to implement the Plumas County Local Oral Health Program and receive funds in the amount of \$720,715.00 total over the period of the next 5 fiscal years; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Motion: Adopt **RESOLUTION No. 22-8694** authorizing the Public Health Director to execute an Agreement funded by the California Oral Health Program grant agreement to implement the Plumas County Local Oral Health Program and receive funds in the amount of \$720,715.00 total over the period of the next 5 fiscal years, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 2)  Authorize the Director of Public Health to recruit and fill, one vacant 0.5 Public Health Nursing series position; which includes Licensed Vocational Nurse I/ II; Registered Nurse I/ II; or Public Health Nurse I/ II/ III; vacancy due to retirement; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, one vacant 0.5 Public Health Nursing series position; which includes Licensed Vocational Nurse I/ II; Registered Nurse I/ II; or Public Health Nurse I/ II/ III, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

H.  **PUBLIC WORKS – ROAD** – John Mannie

Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Graeagle Maintenance District; discussion and possible action.

Motion: Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Graeagle Maintenance District, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

I.  **SHERIFF** – Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Plumas County Sheriff to contract with the Department of State Hospitals and Execute Department of State Hospitals Agreement Number 21-76003-009, and other documentation necessary to apply for and accept the agreement; approved as to form by County Counsel. **Roll call vote**.

Motion: Adopt **RESOLUTION No. 22-8695** authorizing the Plumas County Sheriff to contract with the Department of State Hospitals and Execute Department of State Hospitals Agreement Number 21-76003-009, and other documentation necessary to apply for and accept the agreement, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 2)  Approve and authorize the Sheriff's Office to proceed with the evaluation and procurement of body worn cameras, and enter into a multi-year Contract to lease body worn cameras (BWC's); Sheriff requests support by providing funding if it cannot be obtained through grants or other financial sources; discussion and possible action.

Motion: Approve and authorize the Sheriff's Office to proceed with the evaluation and procurement of body worn cameras, and enter into a multi-year Contract to lease body worn cameras (BWC's); Sheriff requests support by providing funding if it cannot be obtained through grants or other financial sources, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

- 3)  Approve supplemental budget request of \$3,894,000.00 to the Capital Improvement Jail Project account; Accept receipt of \$1,000,000.00 RCRC loan for cash flow during construction of the Jail Project; Approve budget transfers of \$1.3 million dollars from PILT funds and \$594,000.00 from Fair Fire Camp funds to Jail Project account; Accept state revenue of \$1,000,000 from grant funds, to be awarded pending budget transfer; Discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve supplemental budget request of \$3,894,000.00 to the Capital Improvement Jail Project account; Accept receipt of \$1,000,000.00 RCRC loan for cash flow during construction of the Jail Project; Approve budget transfers of \$1.3 million dollars from PILT funds and \$594,000.00 from Fair Fire Camp funds to Jail Project account; Accept state revenue of \$1,000,000 from grant funds, to be awarded pending budget transfer, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

6.  **BOARD OF SUPERVISORS**

A.  Accept resignation letter from Behavioral Health Director, Dr. Tony Hobson, effective May 20, 2022; and direct Human Resources to begin recruitment to fill position; discussion and possible action.

Motion: Accept resignation letter from Behavioral Health Director, Dr. Tony Hobson, effective May 20, 2022; and direct Human Resources to begin recruitment to fill position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  10:16 AM - Authorize and approve donation of a memorial bench and Blue Spruce tree in memory of Karen (DeMars) Miller, to be placed on the Plumas County Courthouse grounds; discussion and possible action.

Motion: Authorize and approve donation of a memorial bench and Blue Spruce tree in memory of Karen (DeMars) Miller, to be placed on the Plumas County Courthouse grounds, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.
Motion passed unanimously.

C.  Process and procedure relating to applications for and distribution of ARPA funded Business and CBO Grants; discussion, direction to staff, and possible action.

- Supervisor Hagwood began the discussion regarding the application process, and scoring of said applications.
- Clint Koble spoke regarding the processes and possible outlines that other Counties have followed, and made recommendation for the Boards consideration.
- Nancy Selvage commented regarding the hiring of a Grant writer and grant coordinator to manage and coordinate the ARPA grant fund, and a position

D.  **APPOINTMENTS**

1) Appoint Sharon Sousa Interim Behavioral Health Director; discussion and possible action.

Motion: Appoint Sharon Sousa Interim Behavioral Health Director, effective May 21, 2022, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

2) Appoint Gordon Bennie to the Airport Land Use Commission; discussion and possible action.
- **This matter has been placed on hold for 30 days to gather additional applications**

E. **CORRESPONDENCE**

Supervisor Engel received correspondence regarding the Wildlife Services contract, constituents regarding campaign issues and the upcoming Election.

Supervisor Thrall received the usual correspondence regarding green waste disposal site opening, hours, days etc.

Supervisor Hagwood received correspondence with the director of the new animal rescue facility on Lee Road, received correspondence regarding the State Wildlife Services contract, and conversations with contractors throughout the county regarding the rebuilding process for those affected by the Dixie fire.

Supervisor Ceresola received correspondence with the Fire service regarding the upcoming fire season, and correspondence with a District 1 Ranger regarding help with permits for ranchers rebuilding fences.

Supervisor Goss received correspondence with Golden State Finance Authority regarding new home buyers down payment and closing cost assistance program; correspondence with the Timber Forest folks regarding conference, RCRC Board meeting; correspondence with constituents regarding trespassing issues in Greenville; and ongoing correspondence regarding the pop-up businesses.

INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Engel regarding matters related to County Government and include the Candidate Forum; the first Watershed kick off meeting; the Transportation Commission meeting

Reported by Supervisor Hagwood regarding matters related to County Government and include not being able to attend the Transportation Commission meeting, and participated in the Continuum of Care meeting on Zoom.

Reported by Supervisor Thrall regarding matters related to County Government and include the Watershed Forum meeting; the Transportation Commission meeting; the kick off meeting for the Main Street Design Grant; and the Candidate Forum by the League of Woman Voters, and the Nor-Tech meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and include the Sierra Air Quality meeting; First 5 meeting; Sierra Valley Groundwater District meeting; and a meeting with Public Works for remapping of the Flood area in Vinton

Reported by Supervisor Goss regarding matters related to County Government and include a meeting with a Solar outfit on the 21st regarding Micro-grid possibilities for Greenville; CDAA meeting; AOC Substation meeting; RCRC Board of Directors meeting; Pre-budget workshop meeting

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000;
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported; no reportable action taken in Closed Session.



ADJOURNMENT

Adjourned meeting to Tuesday, May 10, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California.



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON MAY 10, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Thrall, Supervisor Engel, Supervisor Hagwood, Supervisor Ceresola, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Heidi White led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

- 1) Rob Thorman, Assistant Director of Public Works requested that Item 3B2 be removed from the Agenda

PUBLIC COMMENT OPPORTUNITY

Zoom participant Josh Hart with Feather River Action commented regarding his opposition to the Forest Service May-Crawford clear cut project

-  New Beckwourth Ranger District Mike Rahe attended via zoom and introduced himself and provided an update.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Hearing None

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

DIXIE FIRE COLLABORATIVE

Report, update and discussion on Dixie Fire Collaborative efforts

2.  **CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a **four/fifths roll call vote**.

Motion: Approve the following consent matters, as submitted; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion failed (**summary:** Yes = 5, No = 0, Abstain = 0).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for an encroachment permit for the Christian Encounter Ministries 40th Annual Agony Ride in Sierra Valley; to be held on July 29 and 30th 2022.

B. FACILITY SERVICES

Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel.

C. FAIRGROUNDS

Approve and authorize the Chair to sign Agreement between Plumas County and Kunsman Fence Company to repair fence on the west end of fairgrounds; not to exceed \$12,957.00; approved as to form by County Counsel.

D. SOCIAL SERVICES

Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel.

3.  DEPARTMENTAL MATTERS

A.  BUILDING DEPARTMENT

Discussion and possible direction to staff regarding development of a Title 25 ordinance and waiver of sprinkler systems requirements.

- Chuck White, Building Department Director, reported on preliminary information regarding adopting a Title 25 Ordinance - pros, cons and myths. Staff to research further and report back at a later time.
- Tracey Ferguson, Planning Department Director, reported on preliminary findings regarding adopting a Title 25 Ordinance - Limited density owner built rural dwelling – defining “minimum Parcel size”. Department to research further, and report back at a later time.

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Lead Worker position in the LaPorte Maintenance District; discussion and possible action.
- **This matter was removed from the agenda to be addressed at a later time.**

C.  SHERIFF – Todd Johns

- 1) Approve budget transfer of \$1,000.00 from Service & Supply account (520900) for equipment maintenance, to fixed asset account for equipment (542600); and approve and authorize a fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; not to exceed \$26,000.00; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve budget transfer of \$1,000.00 from Service & Supply account (520900) for equipment maintenance, to fixed asset account for equipment (542600); and approve and authorize a fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; not to exceed \$26,000.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 2)  Adopt **RESOLUTION** authorizing the Sheriff to sign agreement with the Drug Enforcement Administration of the United States Department of Justice for Domestic Cannabis Eradication/ Suppression Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**
- 3) Approve supplemental budget request of \$35,000.00, for receipt of unanticipated revenue from the U.S. Department of Justice, Drug Enforcement Administration Grant funds.
Four/ fifths roll call vote

Motion: Approve Items 3C 2&3, and Adopt **RESOLUTION No. 22-8696** authorizing the Sheriff to sign agreement with the Drug Enforcement Administration of the United States Department of Justice for Domestic Cannabis Eradication/ Suppression Program; and Approve supplemental budget request of \$35,000.00, for receipt of unanticipated revenue from the U.S. Department of Justice, Drug Enforcement Administration Grant funds, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

B.  **PUBLIC WORKS** – John Mannle

Approve and authorize the Chair to sign **Authorized Representative Delegation** form for Rob Thorman to apply for and receive sewer bill arrearage funds for the Beckwourth CSA and the Walker Ranch CSD from the State Water Resources Control Board; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve and authorize the Chair to sign Authorized Representative Delegation form for Rob Thorman to apply for and receive sewer bill arrearage funds for the Beckwourth CSA and the Walker Ranch CSD from the State Water Resources Control Board, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

 **Convene as the Beckwourth County Service Area Governing Board**

4.  **BECKWOURTH COUNTY SERVICE AREA** – John Mannle
 - A. Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Beckwourth CSA; discussion and possible action.

Motion: Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Beckwourth CSA, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

 **Adjourn as the Beckwourth County Service Area Governing Board and Convene as the Walker Ranch Community Service District Governing Board**

5.  **WALKER RANCH COMMUNITY SERVICE DISTRICT** – John Mannie

A. Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Walker Ranch CSD; discussion and possible action.

Motion: Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Walker Ranch CSD, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

 **Adjourn as the Walker Ranch Community Service District Governing Board and reconvene as the Board of Supervisors**

6.  **BOARD OF SUPERVISORS**

A. 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 back within 30 days, on June 7, 2022

Motion: Approve and continue, 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 back within 30 days, on June 7, 2022, **Action:** Adjourn, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.

B.  Process and procedure relating to applications for and distribution of ARPA funded Business and CBO Grants; discussion and possible action.

DeAnne Blankenship presented an outline on Small Business and CBO application process and eligibility of grant funded activities/ services:

Clint Koble made recommendations regarding the small business and CBO grants funded by ARPA funds.

Supervisor Hagwood spoke to his concerns in regards to the capacity of County Staff managing these funds.

Staff has been directed to draft an RFP (Request for Proposal) for bids to Manage the ARPA grant funds for County to grant to small Business and CBO.

C.  **Appointments**

Select a Delegate and Alternate for the 2022 Rural Counties' Environmental Services Joint Powers Authority (ESJPA); discussion and possible action.

Motion: Select a John Mannie, Director of Public Works as Delegate and Sean Graham, Solid Waste Program Manager as Alternate for the 2022 Rural Counties' Environmental Services Joint Powers Authority (ESJPA); **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.
Motion passed unanimously.

D.  **CORRESPONDENCE**

Supervisor Greg Hagwood received correspondence regarding building process; ARPA fund distribution; and the difficulties the Meadow Valley Cemetery District Board are facing.

Supervisor Sherri Thrall received correspondence regarding the green waste disposal and the number of days they are open; also correspondence from local contractors that they are having a hard time getting plan approvals out of the Building Department due to plan review.

Supervisor Jeff Engel received correspondence regarding the water tank replacement in Johnsville; correspondence regarding green waste and pine needle disposal; and correspondence regarding the Meadow Valley Cemetery District.

Supervisor Dwight Ceresola received correspondence from District 1 Fish and Game Commission; Sierra Valley Groundwater District; correspondence regarding Davis lake and Frenchman's Lake opening dates.

Supervisor Kevin Goss received correspondence from the Forest Service regarding the Antelope Lake Project; Meadow Valley Cemetery District; and the Indian Valley Cemetery District.

E.  **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government and include a meeting at the Juvenile Justice Commission; Quincy Rotary Golf Tournament.

Reported by Supervisor Thrall regarding matters related to County Government and reported a relatively quiet week, with routine meetings with constituents.

Reported by Supervisor Engel regarding matters related to County Government and include two League of Women Voter Forums; and various routine meetings with constituents.

Reported by Supervisor Ceresola regarding matters related to County Government and reported routine meetings with constituents.

Reported by Supervisor Goss regarding matters related to County Government and include a meeting with Doug LaMalfa in Greenville, the State of California Timberland Owner Association annual conference.

7.  **CLOSED SESSION**

 **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee performance evaluation; Chuck White, Building Department Director.
- B. Conference with Legal Counsel: Existing litigation – Feather River Action!, et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)

 **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

Supervisor Goss reported out of closed session, there was no reportable action taken in Closed Session.

 **12:22 P.M. - ADJOURNMENT**

Adjourned meeting to Tuesday, May 17, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 17, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Tony Hobson led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None at this time.



PUBLIC COMMENT OPPORTUNITY

USDA Forest Service – gave an update on forest service activities and projects

Audience attendee, Rich Silver spoke regarding Cal-Fire “Let it burn” policy.



DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Marcy DeMartile reported that the Primary Electoral Ballots are out in the mail.

Director Dana Loomis gave recognition to the Senior Services staff for going above and beyond the call of duty in their response to the Dixie Fire.

Tony Hobson wanted to thank the Board of Supervisors once again.

Sheriff Todd Johns reported regarding the first “Code Red” incident this morning.

ACTION AGENDA

DISASTER RECOVERY OPERATIONS - Sheriff Todd Johns for Pamela Courtwright

Report and update Dixie Fire Recovery efforts; receive report and discussion
(to be moved to once a month)

DIXIE FIRE COLLABORATIVE

Report, update and discussion on Dixie Fire Collaborative efforts

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**.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. ASSESSOR

Approve and authorize the Chair to sign Agreement between Plumas County Assessor and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign annual performance Agreement between Plumas County Behavioral Health Department and the California Department of Health Care Services; setting forth conditions the County must meet in order to receive various program funding; approved as to form by County Counsel.
- 2) Authorize no contract payment of \$1,100.00 to Traditions Behavioral Health; for medical inpatient mental health stay.
- 3) Authorize no contract payment of \$3,030.00 to SIYAN Clinical Corporation; for medical inpatient mental health services.
- 4) Authorize no contract payment of \$16,082.00 to Aurora Behavioral Health; for medical inpatient mental health stay.

C. ENVIRONMENTAL HEALTH

Approve and authorize the Chair to sign Agreement between Plumas County Environmental Health and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel.

D. FACILITY SERVICES

Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Nevada Chiller & Boiler, for maintenance and repair of the County's Chiller and boiler systems; not to exceed \$12,000.00; approved as to form by County Counsel.

E. PLANNING

Adopt **RESOLUTION No. 22-8697** delegating authority to the County of Shasta Housing and Community Action Agency to submit an application, and receipt of, Homeless Housing, Assistance, and Prevention Round 3 ("HHAP-3") funding; approved as to form by County Counsel.

F. SHERIFF

- 1) Authorize no contract payment of \$101.52 to Yuba Community College District, for an attended training on 07/27/2019 from a former employee, Plumas County Animal Control Officer.
- 2) Authorize the Sheriff to ratify and sign Agreement between Plumas County and Genasys, Inc.; due to name change; for use of ZoneHaven software solution; approved as to form by County Counsel; approved by the Board and signed on April 19, 2022.
- 3) Approve and authorize the Sheriff to sign Agreement between Plumas County Sheriff's Department and Permitium LLC; to accept and process online carry and conceal weapons permits, (CCW) and fingerprint applications at the Sheriff's Office in an effort to streamline the process; approved as to form by County Counsel.

G. SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the University of California Davis, to provide professional training services to the Department of Social Services, Eligibility, Employment and Training Staff; not to exceed \$43,477.50; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the University of California Davis, to provide professional training services to the Department of Social Services, Child Welfare Services staff; not to exceed \$15,810.00; approved as to form by County Counsel.

- 3) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Les Schwab – Curran Tire Center, for vehicle maintenance and repair for FY 2022-2023; not to exceed \$20,000.00; approved as to form by County Counsel.
- 4) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Environmental Alternatives for the Transitional Housing Program-Plus (THP-PLUS); not to exceed \$2,464.00 per month per unit; approved as to form by County Counsel.

3. PRESENTATIONS

A.  **LOST SIERRA FOOD PROJECT** - Jessie Mazar

B.  **CALTRANS – PROJECTS & UPDATES**

- 1) Plumas 2022 Project Look Ahead - Dale Widner, D2 Project Manager
- 2) Update on Cromberg Rehabilitation - Clint Burkenpas, D2 Project Manager
- 3) Update on the Dixie Fire Restoration - Clint Burkenpas, D2 Project Manager
- 4) Expected Traffic Delays on SR 70 and SR 89 - Bill Sutherland, D2 Traffic Management

4. DEPARTMENTAL MATTERS

A.  **BEHAVIORAL HEALTH** – Tony Hobson

Authorize the Director of Behavioral Health to recruit and fill, funded and allocated; 2.0 FTE Site Coordinator positions; discussion and possible action.

Motion: Authorize the Director of Behavioral Health to recruit and fill, funded and allocated; 2.0 FTE Site Coordinator positions, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  **HUMAN RESOURCES** – Nancy Selvage

- 1) Job Classification, wage range survey results for Deputy District Attorney I, II, III and Assistant District Attorney Department # 70301; Deputy County Counsel I, II, III and Assistant County Counsel Department #20080; discussion and recommended action.

- Director of Human Resources reported regarding the base wages for Deputy DA and Deputy of County Counsel and the wage survey, along with a department recommendation;
- The District Attorney made a brief statement regarding his department schedule and challenges with recruitment; and made a department recommendation;
- Following discussion, the Board directed Human Resources to draft a Resolution and return to the Board for discussion and possible action.

Motion: Approve the recommendation, and directed Human Resources to draft a Resolution and bring this matter back to the Board for discussion and possible action, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 2)  Adopt **RESOLUTION** to appoint Sharon Sousa as Interim Behavioral Health Director effective May 21, 2022, and to continue as Interim Behavioral Health Director until the position is filled; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8698** to appoint Sharon Sousa as Interim Behavioral Health Director effective May 21, 2022, and to continue as Interim Behavioral Health Director until the position is filled., **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

C.  **COUNTY COUNSEL** – Gretchen Stuhr

Review of proposed revisions to the Plumas County Purchasing Policy; discussion, direction, and/ or possible action.

Following a brief discussion:

Motion: Approve the proposed revisions to the Plumas County Purchasing Policy and direct County Counsel bring this matter back to the Board for adoption on May 24, 2022, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

D.  **PUBLIC WORKS** – John Mannie

1) Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Fiscal Officer/ Administrative Services Manager; vacancy due to resignation; discussion and possible action.

Motion: Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Fiscal Officer/ Administrative Services Manager, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

2)  **Time Certain Public Hearing at 10:00 A.M.:** Receive a report and recommendations from the Department of Public Works Solid Waste Division pertaining to the proposed rate increase of 6.39% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal.

- Sean Graham, Solid Waste Manager reported the on the Proposition 13 for procedures and public comments received for Franchise Area No. 1., and made the departments recommendations pertaining to the rate increase at transfer stations operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal.

- **The Chair opened the Public Hearing:**

- Board Chair, Supervisor Goss opened the floor to Public Comment – Hearing None

- **Chair Goss closed the public hearing and brought the matter back to the Board of Supervisors for Discussion.**

3)  Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 6.39%); discussion and possible action **Roll call vote**

Motion: Adoption of proposed **RESOLUTION No. 22-8699** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 6.39%); **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

4)  **Time Certain Public Hearing at 10:00 A.M.:** Receive a report and recommendations from the Department of Public Works Solid Waste Division pertaining to the proposed rate increase of 6.41% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker, and Graeagle) located in Franchise Area No. 2, operated by Franchise Intermountain Disposal.

- Sean Graham, Solid Waste Manager reported the on the Proposition 13 for procedures and public comments received for Franchise Area No. 2, and made the departments recommendations pertaining to the rate increase at transfer stations operated by Franchise Contractor Intermountain Disposal.
- **The Chair opened the Public Hearing:**
- Board Chair, Supervisor Goss opened the floor to Public Comment - Hearing None
- **Chair Goss closed the public hearing and brought the matter back to the Board of Supervisors for Discussion.**

5) Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker, and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 6.41%); discussion and possible action **Roll call vote**

Motion: Adoption of proposed **RESOLUTION No. 22-8700** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker, and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 6.41%); , **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

5. BOARD OF SUPERVISORS

A.  Disaster Council advisory committee make-up, purpose, and meeting overview; discussion and possible direction.

- Supervisor Goss spoke regarding the make-up and reinstatement of Disaster Council advisory committee.

B. CORRESPONDENCE

Supervisor Hagwood spoke regarding letters distributed to the community - regarding a letter he wrote to the editor of Plumas News, and the campaign mailings sent to constituents without consent.

Continued

Supervisor Engel received correspondence regarding ARPA fund requests.

Supervisor Thrall received normal business correspondence.

Supervisor Ceresola received normal business correspondence.

Supervisor Goss received correspondence regarding food trucks, regarding properties not meeting expectations in regards to contamination.

C.  **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government and include the Zoning Administrations - public hearing; the Transportation Commission meeting; and was a bit late for the Community Development Commission due to this morning's "Code Red" advisory.

Reported by Supervisor Engel regarding matters related to County Government and include the Community Development Commission meeting; and the Transportation Commission meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include the Transportation Commission meeting; the Community Development Commission meeting; Lake Almanor Water-shed group; and the yearly lake level meeting with the Hydro folks from PG&E. Supervisor Thrall reigned from the Abandoned Vehicle Abatement Authority, effective immediately and recommended Supervisor Hagwood for appointment at the following meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and include meeting with Sierra Valley Groundwater; Sierra Air Quality meeting;

Reported by Supervisor Goss regarding matters related to County Government and include a meeting with Nor-Cal EMS; Cal OES, FEMA and folks with the Dixie Fire Collaborative.

6.  **CLOSED SESSION**

 **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000;
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation – Feather River Action!, et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

 **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

Supervisor Goss reported out of closed session; there was no reportable action taken in closed session.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, May 24, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 24, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Thrall, Supervisor Engel, Supervisor Ceresola, Supervisor Hagwood, Supervisor Goss.

PLEDGE OF ALLEGIANCE

JD Moore led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

County Counsel made a correction to Item 3C2 – Introduce and Waive the first reading of **ORDINANCE**, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204 District Attorney/ Public Guardian (Salaries: Elected Official);

Corrected to now read as follows: Introduce and Waive the first reading of **ORDINANCE**, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204; District Attorney/ Public Administrator (Salaries: Elected Official);

Supervisor Engel requested that Item 2E4 be moved from the consent agenda for discussion:

 Item 2E4 - Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Mark Satterfield M.D., to perform the duties of a County Officer/ Medical Director for the Public Health Agency; not to exceed \$90,000.00; approved as to form by County Counsel.

Motion: Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Mark Satterfield M.D., to perform the duties of a County Officer/ Medical Director for the Public Health Agency; not to exceed \$90,000.00, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

PUBLIC COMMENT OPPORTUNITY

Bob Zernich extended an invitation to the public to attend the Veterans Memorial services this upcoming Monday. There will be a food truck at the event.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

None at this time

ACTION AGENDA

1. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright

No updates at this time.

DIXIE FIRE COLLABORATIVE

No updates at this time.

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**.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. **BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Behavioral Health and the Plumas County Office of Education; for grant funding, for mental health services for school age tele-health; not to exceed \$1,749,800.00; agreement term from May 10, 2022 through June 30, 2026; approved as to form by County Counsel.

B. **CLERK RECORDER - ELECTIONS**

- 1) Approve the Certification of the Peninsula Fire Protection District Tax Election held on May 3, 2022.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Clerk Recorder and ProVote Solutions for certified ballot printing services; approve and appoint the County Election Official as agent to conduct all negotiations, submit and execute all related documents as County Representative; not to exceed \$100,000.00; approved as to form by County Counsel.

C. **ENVIRONMENTAL HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Environmental Health and Accela, for continued use of Envision Software; three year term not to exceed \$30,480.73; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION No. 22-8701** authorizing annual submittal of the solid waste Local Enforcement Agency (LEA) Grant for FY 2022-2023 and authorize the Director of Environmental Health to sign various assurances as the Board of Supervisors designee; approved as to form by County Counsel.

D. **FACILITY SERVICES**

Approve and authorize the Director for Facility Services and Airports to waive the Chester Memorial Hall rental fee for the Chester Elementary School's 6th grade graduation celebration; event to be held on June 9, 2022.

E. **PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Less Hall, to provide various services related to the Medi-Cal Administrative Activities Program; not to exceed \$75,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Fiscal Experts, Inc., to provide Time Study Buddy software for the Medi-Cal Administrative Program; not to exceed \$18,000.00; approved as to form with County Counsel.
- 3) Approve and authorize the Chair to sign Agreement Modification between Plumas County Public Health and Nor-Cal EMS to extend the term through June 30, 2023; there is no fiscal impact to the General Fund; approved as to form by County Counsel.
- 4)  Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Mark Satterfield M.D., to perform the duties of a County Officer/ Medical Director for the Public Health Agency; not to exceed \$90,000.00; approved as to form by County Counsel.

Motion: Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Mark Satterfield M.D., to perform the duties of a County Officer/ Medical Director for the Public Health Agency; not to exceed \$90,000.00, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 5) Approve and authorize the Chair to ratify and sign the following Service Agreements related to the Ryan White Part B and Part C Programs for Fiscal Year 2022-2023; approved as to form by County Counsel:
 - a) Great Northern Services; to provide medical case management services to persons with HIV in Siskiyou County; not to exceed \$61,119.00
 - b) Great Northern Services; to serve as patient coordinator for the Mountain Counties EIS Program in Siskiyou County; not to exceed \$25,750.00
 - c) Redding Critical Care Medical Group; to serve as HIV specialty consultant/ provider for the Mountain Counties EIS Program in Siskiyou County; not to exceed \$7,200.00
 - d) Michael Staszek, D.O., P.A.; to serve as medical provider for the Mountain Counties EIS Program in Siskiyou County not to exceed \$22,500.00

DEPARTMENTAL MATTERS

A. COUNTY COUNSEL – Gretchen Stuhr

- 1) Review and Adopt Plumas County Financial Policy; discussion, direction, and possible action

Motion: Adopt Plumas County Financial Policy, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 2) Adopt Revised Plumas County Purchasing Policy; discussion, and possible action

Motion: Adopt revised Plumas County Purchasing Policy, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

B. FACILITY SERVICES – JD Moore

- 1) Authorize the Director of Facility Services and Airports, to recruit and fill, funded and allocated, 1.0 FTE Maintenance Technician position; vacancy due to promotion; discussion and possible action.
- 2) Approve and authorize Facility Services to donate two pool cars that are beyond a reasonable cost to repair, to the Quincy Fire Protection District for vehicle extraction training; discussion and possible action.

Motion: Approve items 3B1 & 2 and Authorize the Director of Facility Services and Airports, to recruit and fill, funded and allocated, 1.0 FTE Maintenance Technician position; and include the authorization for Facility Services to donate two pool cars that are beyond a reasonable cost to repair, to the Quincy Fire Protection District for vehicle extraction training, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C.  **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** updating Job Classification Wages for District Attorney, Deputy District Attorney I, II, III, and Assistant District Attorney Department #70301 & Deputy County Counsel I, II, III, and Assistant County Counsel Department #20080; discussion and possible action.
Roll call vote
- 2) Introduce and Waive the first reading of **ORDINANCE**, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204; District Attorney/ Public Administrator (Salaries: Elected Official); discussion and possible action. **Roll call vote**

Motion: Approve Items 3C1 & 2, to Adopt **RESOLUTION No. 22-8702** updating Job Classification Wages for District Attorney, Deputy District Attorney I, II, III, and Assistant District Attorney Department #70301 & Deputy County Counsel I, II, III, and Assistant County Counsel Department #20080; and the **ORDINANCE**, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204; District Attorney/ Public Administrator (Salaries: Elected Official); is read and continued to June 14, 2022 for adoption.

Action: Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 3)  Adopt **RESOLUTION** updating base wages for Plumas County Department Heads, effective after the first full pay period following adoption by the Plumas County Board of Supervisors; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8703** updating base wages for Plumas County Department Heads, effective after the first full pay period following adoption by the Plumas County Board of Supervisors, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

D.  **PLANNING DEPARTMENT** – Tracey Ferguson

Approve and authorize the Chair to sign Plumas County letter in response to the Second 15-day notice Published on May 10, 2022 for comment period of rulemaking file and modified text to proposed “State Minimum Fire Safe Regulations, 2021”; discussion and possible action.

Motion: Approve and authorize the Chair to sign the finalized Plumas County letter in response to the Second 15-day notice Published on May 10, 2022 for comment period of rulemaking file and modified text to proposed “State Minimum Fire Safe Regulations, 2021”, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

E.  **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Health Education Series; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Health Education Series, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

2)  Appro supplemental budget increase of \$40,766.00 to the Senior Services Budget unit 20830 for receipt of unanticipated revenue related to the California Department of Housing and Community Development Block Grant; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve supplemental budget increase of \$40,766.00 to the Senior Services Budget unit 20830 for receipt of unanticipated revenue related to the California Department of Housing and Community Development Block Grant, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

F.  **PUBLIC WORKS – ROAD** – John Mannie

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Lead Worker position in the Equipment shop located in Quincy Maintenance District; discussion and possible action.
- 2) Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Road Maintenance Worker II position located in the LaPorte Maintenance District; discussion and possible action.

Motion: Approve items 3F1&2; and Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Lead Worker position in the Equipment shop located in Quincy Maintenance District; and recruit and fill, funded and allocated; 1.0 FTE PW Road Maintenance Worker II position located in the LaPorte Maintenance District.

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

G.  **SOCIAL SERVICES** – Neal Caiazzo

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Office Assistant position; vacancy as of May 2, 2022; discussion and possible action.
- 2) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Employment and Training Worker I/ II/ III; vacancy due to promotion; discussion and possible action.

Motion: Approve Items 3G1&2; and Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Office Assistant position; vacancy as of May 2, 2022; and recruit and fill, funded and allocated; 1.0 FTE Employment and Training Worker I/ II/ III.

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

4.  **BOARD OF SUPERVISORS**

A. 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 back within 30 days, on June 21, 2022

Motion: Approve, 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; and continue the emergency and bring back within 30 days, on June 21, 2022, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

B.  **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding code enforcement, and vehicle abatement, and existing fire fuel hazards in the radio hill area.

Supervisor Engel received correspondence regarding green waste, complaint regarding roadwork in Delleker, SB 1 funds, and correspondence on the Monterey settlement.

Supervisor Thrall received correspondence regarding green waste primarily; and code enforcement complaints.

Supervisor Ceresola received correspondence regarding air quality issue with the railroad; Fire District consolidation; and disgruntled individual in Portola.

Supervisor Goss received correspondence regarding one of the Home Health providers in regards to the PSPS shut offs coming from PG&E, and the related problems with home patients using oxygen.

C.  **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government and include his first vehicle abatement meeting.

Reported by Supervisor Engel regarding matters related to County Government and had a quiet week with regards to meetings.

Reported by Supervisor Thrall regarding matters related to County Government and include an Air Quality meeting in Portola.

Reported by Supervisor Ceresola regarding matters related to County Government and include the Sierra Valley Groundwater District meeting, the Cemetery District meeting, and the Sierra Air Quality meeting.

Reported by Supervisor Goss regarding matters related to County Government and include the Greenville Community Meeting, the After Action meeting, and the Grand opening of the Crescent Mill's mill site.

5.  **CLOSED SESSION**

 **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)



ADJOURNMENT

Adjourned meeting to Tuesday, June 14, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 5, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M.

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Tim Evans led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

PUBLIC COMMENT OPPORTUNITY

Pastor George offered a prayer for our County.

Linda Magaretic commented regarding personal rights and freedoms, urging our community leaders to be vigilant.

Sierra Business Council's Kaeleigh Reynolds, Planning Technician on the Climate and Energy Team, reported on the programs offered to Plumas County to help with proactive energy climate solutions.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Dana Loomis introduced Plumas County Public Health Assistant Director Brianna Sherlock to the Board.

ACTION AGENDA

1. **10:09 A.M. DISASTER RECOVERY OPERATIONS** - Pamela Courtright

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

DIXIE FIRE COLLABORATIVE

No Report, this week.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. CLERK OF THE BOARD

Approve Board Minutes for June 2022.

B. CLERK RECORDER – ELECTIONS

Approve Certification of June 7, 2022 Statewide Primary Election results.

C. HUMAN RESOURCES

Adopt **RESOLUTION No. 22-8713** to approve new job classification wage ranges for the Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit, the Probation Association and Mid-Management Probation Association, and our Elected Officials, as well as correcting the wage range for the Director of Public Health; approved as to form by County Counsel.

D. PUBLIC HEALTH

Approve and authorize the Chair to ratify and sign Agreements between Plumas County Public Health and Lassen County Public Health for the planning, development and delivery of comprehensive outpatient support services for people with HIV/AIDS and their families; Ryan White Part B not to exceed \$10,889.00, and Ryan White Part C not to exceed \$12,260.00; effective April 1, 2022; approved as to form by County Counsel.

E. SHERIFF

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Department and Chester Auto Body and Glass, Inc., to provide body work and paint on the Sheriff's Department vehicles; not to exceed \$20,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Department and Bryan Strecker dba Frank's Garage to provide general automotive repair on the Sheriff's Department vehicles; not to exceed \$60,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Department and DeMartile Automotive, Inc., to provide automotive maintenance and repair on the Sheriff's Department vehicles; not to exceed \$60,000.00; approved as to form by County Counsel.



SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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



Convene as the Beckwourth County Service Area Governing Board

3.  **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- A. Authorize no contract payment to Jet Plumbing for \$2,125.12, and Plumas Sanitation for \$4,655; and ratify all approved work performed to date for Emergency Repair of BCSA Sewer Pump; discussion and possible action.

Motion: Authorize no contract payment to Jet Plumbing for \$2,125.12, and Plumas Sanitation for \$4,655; and ratify all approved work performed to date for Emergency Repair of BCSA Sewer Pump,

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

4. DEPARTMENTAL MATTERS

A. DISTRICT ATTORNEY – David Hollister

Approve and Authorize the District Attorney to extend extra-help employee's 30-day timeframe to August 30, 2022, to allow for assigned projects to be completed; discussion and possible action.

Motion: Approve and Authorize the District Attorney to extend extra-help employee's 30-day timeframe to August 30, 2022, to allow for assigned projects to be completed, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

B. PLANNING – Tracey Ferguson

Conduct time certain **10:00 A.M. PUBLIC HEARING** in regard to the following Ordinance:

Adopt **ORDINANCE** first introduced on June 21, 2022, of the County of Plumas, State of California, Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Section 9-2.276. **Roll call vote**

Received a staff report from Tim Evans from the Planning Department:

-  Supervisor Goss **Open a Public Hearing** to enable public comment: No comments at this time.
-  Supervisor Goss **Closed the Public Hearing** and brought the matter back to the Board

Motion: Adopt **ORDINANCE No. 22-1145** first introduced on June 21, 2022, of the County of Plumas, State of California, Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Section 9-2.276, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

C. PUBLIC WORKS/ SOLID WASTE – John Mannle

Conduct time certain **10:00 A.M. PUBLIC HEARING** in regard to the following proposed Resolutions:

- 1) Adopt **RESOLUTION** to increase rates by 6.39% for curbside (residential) and 6.39% (commercial) solid waste services provided by franchise contractor Feather River Disposal, a Division of USA Waste of California, Inc.; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Adopt **RESOLUTION** to increase rates by 8.91% for curbside (residential) and 8.91% (commercial) solid waste services provided by franchise contractor InterMountain Disposal; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

John Mannle Director of the Department of Public gave a brief staff report regarding the Franchise Contractors Annual Refuse Rate Index (RRI) Adjustment calculation

-  Supervisor Goss **Open a Public Hearing** to enable public comment:

Feather River Disposal Customer, commented on the RRI, disposal prices, and the Franchise Contract. Franchise Contractor Ricky Ross representative/ Owner of InterMountain Disposal, answered questions and public commentary.

Linda Margaretic commented on the current recycling conditions, at the transfer station in Quincy.

Supervisor Goss **Closed the Public Hearing** and brought the matter back to the Board

Motion: Postpone Item 4C1, to be brought back when a Representative from Feather River Disposal can be present, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

Motion: Adopt **RESOLUTION No. 22-8714** to increase rates by 8.91% for curbside (residential) and 8.91% (commercial) solid waste services provided by franchise contractor InterMountain Disposal,

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

D.  **SHERIFF** – Todd Johns

- 1) Approve and authorize the Sheriff's Office to make a fixed asset purchase related to the replacement of Public Works base station radio out of the Sheriff's Communications budget department 70375, account 542200; not to exceed \$40,000.00; discussion and possible action.

Roll call vote

Motion: Approve and authorize the Sheriff's Office to make a fixed asset purchase related to the replacement of Public Works base station radio out of the Sheriff's Communications budget department 70375, account 542200; not to exceed \$40,000.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 2) Approve the costs to be incurred in FY 21/22 and FY 22/23; Cost of equipment to be paid in FY 21/22; not to exceed \$22,933.48; cost of labor could roll into FY 22/23; Discussion and possible action.
- 3) Approve transfer of fixed asset base station from the Sheriff's inventory to Public Works inventory after the equipment is installed and operational; discussion and possible action. **Roll call vote**

Motion: Approve Items 5D2 and 5D3; to Approve the costs to be incurred in FY 21/22 and FY 22/23; Cost of equipment to be paid in FY 21/22; not to exceed \$22,933.48; cost of labor could roll into FY 22/23; and Approve transfer of fixed asset base station from the Sheriff's inventory to Public Works inventory after the equipment is installed and operational, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Item 4D4 was moved to July 19, 2022

- 4) Adopt **RESOLUTION** approving the transfer of the Victim Witness Program and Certificate Compliance from the Sheriff's Office to the District Attorney's Office; Authorize the District Attorney's Office to administer the grants provided by Cal-OES, sign and approve any grant award agreements with Cal-OES, including extensions and/ or amendments; effective July 11, 2022; approved as to form by County Counsel; discussion and possible action.

Roll call vote

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Hagwood had nothing out of the ordinary to report.

Supervisor Engel received routine correspondence from various constituents.

Supervisor Thrall received routine correspondence.

Supervisor Ceresola had nothing out of the ordinary to report.

Supervisor Goss received correspondence with the folks out at the County Campground.

B. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Hagwood regarding matters related to County Government and include a quiet weekend.

Reported by Supervisor Engel regarding matters related to County Government and include meeting a lot of people at the Graeagle 4th of July weekend.

Reported by Supervisor Thrall regarding matters related to County Government and had a quiet week.

Reported by Supervisor Ceresola regarding matters related to County Government and had no meetings to attend last week.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Librarian (Board Only)
- B. Personnel: Public employee performance evaluation – Planning Director (Board Only)
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112

- E. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- F. Conference with Legal Counsel: Claim against the County filed by Arnold J. Bustamante on June 21, 2022.
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported out of closed session; no reportable action was taken on Items 6A through 6E, and 6G in closed session.

Claim against the County by Arnold J. Bustamante - Item 6F has been denied by the Board of Supervisors.



ADJOURNMENT

Adjourned meeting to Tuesday, July 12, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS. STATE OF CALIFORNIA HELD IN QUINCY ON JULY 12, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

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ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

PLEDGE OF ALLEGIANCE

India led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

PUBLIC COMMENT OPPORTUNITY

Pastor George offered a prayer for the County

Mike Rahe from USFS Beckwourth Ranger Station gave the board an updated the board on USFS activities and restrictions.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Martee Nieman, Interim Auditor- Controller reported on County Auditors Office activities.

ACTION AGENDA

1. DIXIE FIRE COLLABORATIVE

Supervisor Goss read the report on the Dixie Fire Collaborative activities.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. AUDITOR/ CONTROLLER

Approve and authorize the Chair to sign corrected Agreement between Plumas County Auditor/Controller's Office and Rodney Craig Goodman Jr.; following Board approval on June 14, 2022, Mr. Goodman reviewed consulting service Agreement and found that corrections were needed to Mr. Goodman's address, and Exhibit B, fee schedule; not to exceed \$130,000.00; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Restpadd-Red Bluff; providing psychiatric services for individuals experiencing psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$150,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Restpadd-Redding; providing psychiatric services for individuals experiencing psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$100,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Willow Glen Care Center; providing psychiatric services for adults and elderly individuals with acute psychiatric conditions requiring rehabilitation services; effective July 1, 2022; not to exceed \$340,000.00; approved as to form by County Counsel.
- 4) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and North Valley Behavioral Health; providing a locked psychiatric facility for individuals with acute psychiatric conditions requiring rehabilitation services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.
- 5) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Franks Garage LLC, for maintenance of Behavioral Health vehicles; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel.
- 6) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Languagers INC, to provide American Sign Language (ASL), and other language interpretation as assigned; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel.

C. CLERK-RECORDER

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk to consolidate a special bond measure for the Seneca Healthcare District with the November 8, 2022 California General Election, authorizing the issuance and sale of general obligation bonds for the purpose of raising funds for improvement of the Seneca Healthcare facilities.
- 2) Authorize the Clerk to perform all duties required in conducting said election and recover expenses for any election service performed for the Seneca Healthcare District.

D. COUNTY COUNSEL

Approve and authorize the Chair to sign and ratify Agreement between Plumas County and Robert D. McIlroy; to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2022; compensation payable in the amount of \$1,150.00 per month; approved as to form by County Counsel.

E. INFORMATION TECHNOLOGY

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; not to exceed \$128,000.00; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. PLANNING

PRESENTATION: Long-Term Recovery Planning Process with Megan Walton, Governor's Office of Emergency Services (Cal OES) and Tom O'Sullivan, Federal Emergency Management Agency (FEMA) Community Planning & Capacity Building (CPCB) Recovery Support Function (RSF) Coordinators.

Following presentation, the Sierra Institute for Community and Environment updated the Board regarding their intent in pursuing a roll as the facilitator for CERF planning process in the North State Region.

4. BOARD OF SUPERVISORS

A. **TIME CERTAIN 1:00 P.M.** Interview of Applicant to fill vacancy of Plumas County Auditor/Controller; created by the resignation of Roberta Allen, effective January 31, 2022.

The Board interviewed the following candidate: Damien Frank

B. Discussion and possible action to fill vacancy of Plumas County Auditor/ Controller

Motion: Item 4B - Discussion and possible action to fill vacancy of Plumas County Auditor/ Controller; to continue discussion on July 19, 2022, **Action:** Postpone, **Moved by** Supervisor Goss, **None seconded.**

Motion passed unanimously.

C. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding fire mitigation, the condition of the Lawry House, and garbage/ recycling.

Supervisor Thrall received correspondence primarily regarding the condition of our County roadways and streets, and the increase in garbage fees.

Supervisor Engel received correspondence regarding much of the same concerns mentioned by the other Supervisors, primarily green waste, recycling, and HR6903 regarding forest management.

Supervisor Ceresola received correspondence regarding concerns of drought from Sierra Valley Groundwater, and correspondence regarding consolidation of the volunteer Fire Department.

Supervisor Goss received correspondence with Deloitte LLP, and their offer of assistance to the County, and correspondence regarding garbage services.

D. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Hagwood regarding matters related to County Government, there were no meetings scheduled. ("quiet")

Reported by Supervisor Engel regarding matters related to County Government, there were no meetings scheduled. ("quiet")

Reported by Supervisor Thrall regarding matters related to County Government, there were no meetings scheduled. ("quiet")

Reported by Supervisor Ceresola regarding matters related to County Government, there were no meetings scheduled ("quiet")

Reported by Supervisor Goss regarding matters related to County Government and include a great 4th of July in Taylorsville

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Lindsay Fuchs, County Librarian
- B. Personnel: Public employee performance evaluation – Tracey Ferguson, Planning Director
- C. **Time Certain 2:00** Public employee appointment or employment – Director of Risk Management and Safety.
- D. Public employment or appointment – County Administrative Officer
- E. Public employment or appointment – Grant Manager; discussion and direction to staff
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- G. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported that there was no reportable action taken during closed session.

ADJOURNMENT

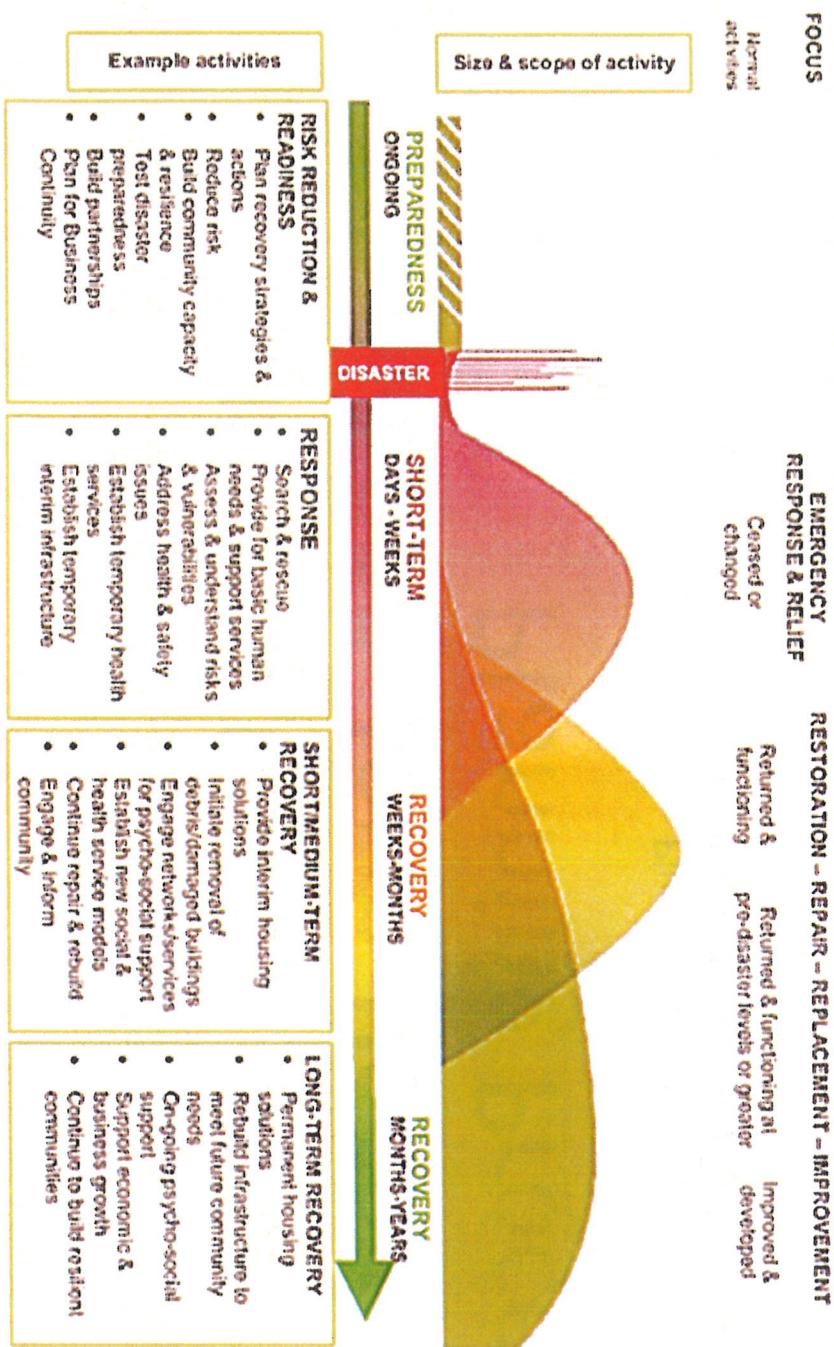
Adjourned meeting to Tuesday, July 19, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Plumas County Wildfire Long-Term Recovery Planning Process

July 12, 2022
Plumas County Board of Supervisors
Tracey Ferguson, AICP, Planning Director

DISASTER RECOVERY CONTINUUM



INTERAGENCY RECOVERY COORDINATION RECOVERY SUPPORT FUNCTION (RSF) OVERVIEW

- ▼ RSF Unit established in 2018 under the California Disaster Recovery Framework.
- ▼ Each RSF is led by a State Coordinating Agency that works with Cal OES and federal agencies to provide support to local jurisdictions based on their recovery needs.
- ▼ Cal OES follows an Outcome Driven Recovery (ODR) model that integrates the RSFs into State disaster recovery programs including Hazard Mitigation, Individual Assistance (IA), and Public Assistance (PA) as well as the Housing and Debris Removal.
- ▼ The RSFs also coordinate the transition into recovery to ensure communities receive the support needed to implement long-term recovery plans.

RECOVERY SUPPORT FRAMEWORK

State & Federal Partners



Community Planning & Capacity Building (CPCB)

► The CPCB supports:

1. the assessment of overarching disaster impacts,
2. the evaluation of local plans to guide post-disaster recovery efforts,
3. the establishment of local recovery structures,
4. the development of post-disaster recovery plans, and
5. identification of resources to increase local capacity.

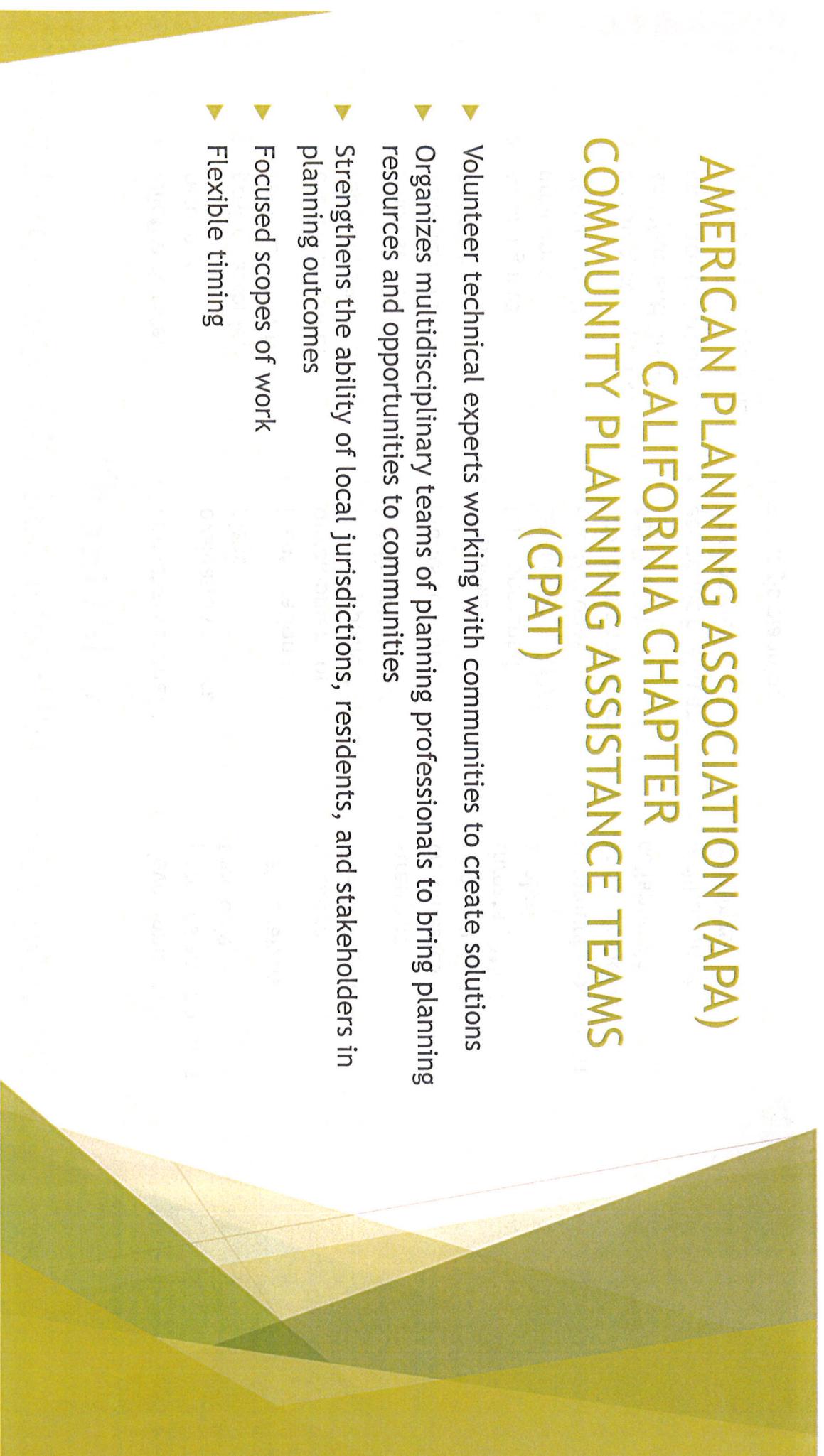
Community Planning & Capacity Building (CP&CB) Team

- ▶ Megan Walton, Governor's Office of Emergency Services (Cal OES)
- ▶ Tom O'Sullivan, Federal Emergency Management Agency (FEMA)
- ▶ Clay Kerchof, Governor's Office of Planning and Research (OPR), Wildfire Resilience & Recovery

Long-Term Recovery Planner Staff Position

APPROVED!

- ▼ wildfire disaster recovery
- ▼ post-disaster long-term recovery plans
- ▼ establishment of recovery structures
- ▼ land use and community resilience planning
- ▼ rezoning and ordinance development
- ▼ building, zoning, fire, and Wildland Urban Interface (WUI) codes
- ▼ infrastructure systems
- ▼ strategic planning
- ▼ impact assessments
- ▼ evaluation of local plans
- ▼ identification and development of recovery projects and funding strategies
- ▼ grants support
- ▼ California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)
- ▼ community outreach and stakeholder collaboration
- ▼ facilitation of meetings
- ▼ development patterns and housing typologies
- ▼ data analysis
- ▼ resource identification
- ▼ strengths, weaknesses, opportunities, and threats (SWOT) analysis



AMERICAN PLANNING ASSOCIATION (APA) CALIFORNIA CHAPTER COMMUNITY PLANNING ASSISTANCE TEAMS (CPAT)

- ▼ Volunteer technical experts working with communities to create solutions
- ▼ Organizes multidisciplinary teams of planning professionals to bring planning resources and opportunities to communities
- ▼ Strengthens the ability of local jurisdictions, residents, and stakeholders in planning outcomes
- ▼ Focused scopes of work
- ▼ Flexible timing

COUNTYWIDE LONG-TERM RECOVERY PLAN PROCESS

- ▼ Phase 0 - Discovery (completed in May 2022)
 - ▼ Community listening sessions
 - ▼ Needs identification
 - ▼ Relationship building
- ▼ Phase 1 - Visioning (anticipated kick-off summer 2022)
 - ▼ Goals
 - ▼ Community Engagement & Workshops
 - ▼ Recovery Plans (community specific)
 - ▼ Recovery Project Identification
 - ▼ Project Funding Identification
- ▼ Phase 2 - Project Funding and Implementation (2023)
 - ▼ Priority Tiering
 - ▼ Project Champions

**BOARD OF SUPERVISORS & PLANNING COMMISSION
INVOLVEMENT
LONG- TERM DISASTER RECOVERY
PRIORITY TOPICS**

1. Housing
2. Infrastructure Systems
3. Economic Development
4. Health & Social Services
5. Natural & Cultural Resources

MGT-472: Planning for Transitional and Long-Term Housing After a Major Disaster

Robyn Cole, Housing RSF Coordinator
Cal OES Interagency Recovery Coordination

- ▼ National Center for Disaster Preparedness (NCDP)
- ▼ In-Person Training July 13, 2022 at Greenville Elementary School
- ▼ Course objectives:
 - ▼ Identify concepts of disaster housing and identify the importance of disaster housing planning.
 - ▼ Identify best practices for implementing the Transitional Sheltering Assistance Program and Disaster Case Management, and Community Development Block Grant Disaster Recovery (CDBG-DR) Program.
 - ▼ Identify the benefits and limitations of temporary housing.
 - ▼ Identify the benefits and limitations of long-term recovery assistance.
 - ▼ Identify public resources to assist in planning and to ensure adherence to local building codes, permitting, and utility restoration.
 - ▼ Identify the roles and responsibilities of the disaster housing task force.

July 2022

Collective Partnership Agreement Letter
CERF North State Region High Road Transition Collaborative

I. Context: The ten county North State region of California is characterized by forested land and water resources. The North State region supplies water to over 25 million Californians. The health of North State forests and watersheds are essential to California's economic future. The social and economic conditions of the communities within the region are dependent on an effective and socially responsible resource management sector. However, despite abundant natural resources and a pressing need to manage those resources, rural communities within the region lack family supporting wage jobs and are challenged by high unemployment, poverty, and some of the worst public health outcomes in the state among other social and economic challenges.

II. Need: Business as usual in rural economic development activities and natural resource and forest management has not generated the economic base or high quality jobs needed by local communities and counties in the region. Coupled with climate change and drought, the North State Region faces increasingly catastrophic wildfire seasons and forests and watersheds in need of restoration. Lack of forest and watershed management also threatens the recreation economy on which many North State communities treasure and on which they rely economically. The economic distress of COVID-19 has slowed and hindered response to these challenges.

III. Opportunity: There has been increasing state and federal investment in the forest and watershed management sectors, largely driven by goals of wildfire mitigation and carbon capture, but the North State resource management industry has yet to be re-tooled to fully benefit from these investments and integrate environmental, social, and economic outcomes. Much of the biomass harvested from restoration activities is left in the forest or piled and burned, contributing to atmospheric carbon loads, and at the same time representing a net loss of material that could otherwise bring economic benefit to struggling rural economies. This High Roads Transition Collaborative (HRTC) focuses on rebuilding the social and physical infrastructure in rural forested regions and watersheds of the North State to secure the many benefits that can be produced from improved landscape management and forest product utilization businesses. This includes tailoring landscape management to improved recreation opportunities. While many barriers exist to improving North State resource management, this effort will advance projects that will stimulate investment in workforce development pathways, community-scale wood products manufacturing, and industrial clusters that co-locate energy facilities with value added wood businesses that produce carbon neutral and carbon sequestering materials, resulting in healthier forests, watersheds and communities.

III. Purpose of this Collective Partnership Agreement Letter

This Letter formalizes the commitment of the signatories to align resources, support a regional planning effort and participate as members of a High Road Transition Collaborative in the North State Region.

Initial outcomes of the North State HRTC include:

- Ongoing participation in an HRTC governance structure that equitably prioritizes planning efforts and projects aligned with state climate goals and reaching disinvested communities.
- Development of a regional plan that prioritizes projects and investment centered on the pillars of equity, environment and economy.

Contact information:

Name:

Role or position title:

Phone number

Email:

Partner

Representative Name and Title

Signature

Date

Interagency Recovery Coordination

Recovery Support Function Unit

Recovery Support Function (RSF) Overview

The Recovery Support Function (RSF) Unit was established in 2018 under the California Disaster Recovery Framework. Each RSF is led by a State Coordinating Agency that works with Cal OES to provide support to local jurisdictions based on their recovery needs.

Cal OES follows an Outcome Driven Recovery (ODR) model that integrates the RSFs into State disaster recovery programs including Hazard Mitigation, Individual Assistance, and Public Assistance as well as the Housing, Debris, and Debris Flow Task Forces. The RSFs also coordinate with the CA-ESFs to support the transition into recovery to ensure communities receive the support needed to implement long-term recovery plans.

Additional information about the state-federal RSFs can be found in the [California Disaster Recovery Framework \(CDRF\)](#) and the [National Disaster Recovery Framework \(NDRF\)](#).

Community Planning & Capacity Building (CPCB)

The CPCB RSF supports 1) the assessment of overarching disaster impacts, 2) the evaluation of local plans to guide post-disaster recovery efforts, 3) the establishment of local recovery structures, 4) the development of post-disaster recovery plans, 5) identification of resources to increase local capacity. Examples of activities the CPCB RSF can support during a community's long-term recovery efforts include:

- ✓ Facilitate cross jurisdictional and cross RSF information sharing.
- ✓ Help identify funding sources for pre-disaster mitigation and post-disaster recovery activities.
- ✓ Provide technical assistance on plans, policies, and projects to support local community development (includes pre- and post- disaster recovery planning support).
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.

Economic

The Economic RSF supports 1) the assessment of economic disaster impacts, 2) the collection of economic development priorities among local stakeholders, 3) the coordination of economic recovery resources that support long-term economic recovery, 4) coordination information sharing, communication and collaboration, supports all jurisdictions and tribal communities in their efforts to develop a multidimensional strategy capable of supporting economic recovery and enhancing community resiliency. Examples of activities the Economic RSF can support during a community's long-term recovery efforts include:

- ✓ Support development of local private sector-workforce development engagement strategies.
- ✓ Identify available economic baseline data related to a community's economic profile; highlight any critical gaps/uncertainties in economic activity or stability.
- ✓ Help identify funding, additional services, and sources of support to facilitate economic recovery.
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.

Health & Social Services (HSS) RSF #3

The HSS RSF assesses the availability of health care, behavioral health, and social services resources in impacted areas and locations where survivors have been displaced to support the implements of measures to augment local capabilities and mitigate potential impacts. Examples of activities the HSS RSF can support during a community's long-term recovery efforts include:

- ✓ Support any local private sector healthcare-workforce development engagement strategies.
- ✓ Work with HSS partners conducting assessments to collect information relevant to HSS recovery.
- ✓ Work with HSS partners to identify any health, social services, and mental health resources for communities, schools, and vulnerable populations.
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.

Interagency Recovery Coordination

Recovery Support Function Unit

Housing

Assess preliminary housing impacts, identify available options for temporary housing, and plan for permanent housing. Facilitate the sharing, aggregation, and integration of housing data across all partners to support recovery decision making. Integrate housing resilience principles into locally-driven recovery efforts. Facilitate understanding of how state and federal programs support post disaster housing, community development, and resilience-related recovery needs. Examples of activities the Housing RSF can support during a community's long-term recovery efforts include the following:

- ✓ Identify and incorporate sustainability policies and redevelopment strategies into housing site selection and housing stock redevelopment.
- ✓ Identify potential funding available for housing recovery.
- ✓ Provide pre-disaster established housing baseline assessments to help measure current impacts and needs.
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.

Infrastructure System

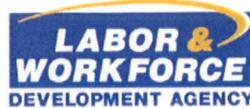
Ensure permanent infrastructure is built sustainable and resilient, coordinate with partners to identify and address long term restoration needs throughout recovery, provide technical assistance, support innovative and green technologies to promote resilience and sustainability while supporting recovery operations to achieve long-term recovery goals relative to the impacted communities. Examples of activities the Infrastructure Systems RSF can support during a community's long-term recovery efforts include the following:

- ✓ Identify potential funding opportunities to support infrastructure recovery.
- ✓ Work with Public Assistance and local governments, as needed, to identify any impacts to critical infrastructure after a disaster.
- ✓ Develop a strategy to moderate and manage expectations for infrastructure recovery.
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.

Natural & Cultural Resources (NCR)

Manage and protect natural and cultural resources, build community and ecosystem sustainability, improve long term natural and cultural resource recovery/resiliency, and support state, tribal, regional, and local programs. Examples of activities the NCR RSF can support during a community's long-term recovery efforts include the following:

- ✓ Work with communities to identify natural and cultural resources that have been impacted and/or those that are the most in need of recovery support.
- ✓ Support engagement with tribal jurisdictions to support recovery for tribal cultural resources.
- ✓ Identify potential funding available for natural and cultural resource recovery and restoration.
- ✓ Support incorporating mitigation into recovery projects to help with resilient rebuilding efforts.



COMMUNITY ECONOMIC RESILIENCE FUND (CERF)

OVERVIEW: CERF's planning phase will establish regional, inclusive planning tables to develop blueprints and align resources for each region's economic future. These regional tables will result in recommended investments throughout the region that will build economic resilience, bolster equity outcomes, and facilitate the transition to carbon neutrality.

PROGRAM VISION: Deliver a sustainable and equitable economic future that meets communities and regions where they are by supporting new regional plans and investing in strategies and projects that help diversify regional economies and develop or expand environmentally sustainable industries that create high-quality, broadly accessible jobs for all Californians.

Program Objectives

- Support the development of meaningfully inclusive regional planning processes that produce regional roadmaps for economic development efforts that prioritize the creation of accessible, high-quality jobs in sustainable industries.
- Invest in projects proposed by regional planning tables that align with regional strategies and meet criteria for equity, job quality, and sustainability, among others.
- Align and leverage state investments (e.g., High Road Training Partnerships, community capacity building programs), federal investments (e.g., Infrastructure Investment and Jobs Act), and philanthropic and private-sector investments in regions to maximize economic development efforts.

What Does Success Look Like?

- **Planning phase.** Inclusive, diverse, transparent, and accountable regional planning that results in a holistic strategy and recommended series of investments to grow sustainable industries, diversify regional economies, and increase access to high quality jobs.
- **Implementation phase.** Projects throughout the region that advance globally competitive and sustainable industries and high-quality jobs with clear employment pathways for underserved and incumbent workers, and bolster equity, climate, and health outcomes for all Californians.

Program Detail

1. Phase 1—Regional Planning Grants:

- a. Create 13 Regional Collaboratives that will receive ~\$5M each.



Best-Case Scenario Timelines

Month	Program Progress
February/March 2022	<ul style="list-style-type: none">Continue to develop guidelines with stakeholder inputConduct focused listening sessions
April 2022	<ul style="list-style-type: none">Release Planning Phase Draft Guidelines for Round 2 Public CommentHost Regional Guidelines Workshops
May/June 2022	<ul style="list-style-type: none">Incorporate comments from Round 2 Public Comment PeriodRelease Planning Phase SolicitationBidder's Conference
Summer 2022	<ul style="list-style-type: none">Planning Phase Solicitation Awards and Initiate Contracting Process
Fall 2022	<ul style="list-style-type: none">Release Implementation Phase Draft Guidelines for Public CommentIncorporate comments on Implementation Phase GuidelinesHost Guidelines Workshops
Winter 2023	<ul style="list-style-type: none">Release Implementation Phase SolicitationBidder's Conference
October 2026	<ul style="list-style-type: none">Encumbrance deadline

Resources

- [SB-162 Community Economic Resilience Fund Program](#)
- [Community Economic Resilience Fund - Office of Planning and Research \(ca.gov\)](#)

Contact Information

- Mary Collins, Governor's Office of Planning and Research. Mary.Collins@opr.ca.gov

MGT-472ILCA: Planning for Transitional and Long-Term Housing After a Major Disaster and a Post-Course Discussion

In-Person Training July 13, 2022

This will be an in-person blended format training with a post-course discussion panel comprised of subject matter experts.

Who: Public and private sectors in California and FEMA Region IX

When: July 13, 2022

Time: 9:00 AM PT - 5:00 PM PT (this will also include an hour for lunch and breaks throughout the training)

Where: Greenville Elementary School (Cafeteria)
225 Grand Street, Greenville, CA 95947

Cost: Free

How: Take an online pre-test before the in-person session.

Complete three self-paced modules before the in-person session.

Attend the in-person session on July 13, 2022.

Enroll: <https://ncdptraining.org/mgt472ca>



Flames from the Dixie Fire consume a home in the Indian Falls community of Plumas County, CA.
AP Photo/Noah Berger.

About this Training

This instructor-led course provides learners with information on the importance of pre-planning for housing recovery to accelerate recovery after a disaster occurs. The post-course discussion will feature a panel of subject matter experts in housing and long-term recovery.

Upon completion of this course, the learner will be able to:

1. Identify concepts of disaster housing and identify the importance of disaster housing planning.
2. Identify best practices for implementing the Transitional Sheltering Assistance Program and Disaster Case Management, and Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.
3. Identify the benefits and limitations of temporary housing.
4. Identify the benefits and limitations of long-term recovery assistance.
5. Identify public resources to assist in planning and to ensure adherence to local building codes, permitting, and utility restoration.
6. Identify the roles and responsibilities of the disaster housing task force.

► Sign Up to Enroll in the Training

1. **Register** for a FEMA SID at <https://cdp.dhs.gov/femasid/register>.
2. **Create** an account at <https://www.ncdpcourses.org/>.
3. **Select** the icon to register that says: "MGT 472ILCA=MGT472 CA: Planning for Transitional and Long-Term Housing After a Major Disaster" and select the *Enroll* icon.
4. **Select** the icon to take the pre-test. The pretest should be completed prior to July 13, 2022.



FEMA

COLUMBIA CLIMATE SCHOOL
NATIONAL CENTER FOR DISASTER PREPAREDNESS

This project is supported by Cooperative Agreements EMW-2017-CA-00043, EMW-2018-CA-00068, EMW-2018-CA-00069, EMW-2019-CA-00049, EMW-2020-CA-00064, EMW-2021-CA-00092, and EMW-2021-CA-00093 administered by the U.S. Department of Homeland Security. Point of views or opinions expressed in this document are those of the author and do not represent the official position or policies of the U.S. Department of Homeland Security.

475 Riverside Drive, Suite 401, New York, NY 10115

212.853.NCDP

ncdptraining@columbia.edu

www.ncdpcourses.org



Growing Healthy Communities

Date: July 12, 2022
RE: COVID-19 Update

California situation

Incidence rates remain higher statewide. Incidence rate (IR) 41.3 per 100,000 (about 16,500/day), death rate 0.01 per 100,000 (about 21/day), test positivity (TP) 16.7%. Test positivity has gone up. Vaccination: 79.4%, down due to the addition of age 5 and below population. Incidence rate ratio (RR) 5.3 for confirmed Covid, 6.6 for hospitalization & 7.2 for death comparing unvaccinated to vaccinated + boosted.

Local situation

Cases: Incidence of confirmed COVID cases is higher than in March and April but appears stable. IR 33.08 per 100,000, calculated locally. Test positivity as reported by CDPH on 7/11 was 18.1%. COVID incidence and test positivity in Plumas County are in line with the state average. The level of COVID in Plumas County is "Medium" (yellow) according to CDC's new community indicators. Note, however, that reported case numbers may be underestimated due to the increased use of home antigen testing.

Vaccination: No significant change. Booster doses continue to be administered, but uptake has slowed in recent weeks.

Other clusters & outbreaks: Six ongoing outbreaks have been reported to PHA.

Additional reports.

Pfizer and Moderna COVID-19 Vaccines are available in Plumas County for all ages 6 months and older now.



530-283-6330 OFFICE
530-283-6110 FAX



270 County Hospital Rd, Suite 111
Quincy, California 95971



<http://countyofplumas.com/publichealth>
COVID19@countyofplumas.com



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 19, 2022

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

10:00 A.M. **CALL TO ORDER/ROLL CALL**

In the absence of Heidi White, Clerk of the Board, Nancy DaForno is present as Clerk.

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss

PLEDGE OF ALLEGIANCE

Nancy DaForno leads the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Agenda items 1.B.1; 3.A.1.; and 3.B.2. are removed from the agenda and/or continued to a later date.

PUBLIC COMMENT OPPORTUNITY

Pastor Tarleton offers a prayer.

Joe Hoffman, representing the US Forest Service, gives a report and update on projects of the Plumas National Forest.

Chairman Goss gives a report from the Dixie Fire Collaboration.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Sheriff Johns gives a report and update on Covid in his department. Sheriff Johns further reports an ongoing staffing problem in his department.

ACTION AGENDA

1. 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.

Consent agenda item 1.B1-Behavioral Health is tabled to August 2, 2022.

Motion: Approve the following consent matters, as amended, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5)

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign a letter of support for John Williamson and Bill Powers to seek grant funding to extend the length of the Nervino Airport runway in Beckwourth, and improvements to both there and Rogers Field in Chester to accommodate fixed-wing fire suppression aircraft.

B. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Maria Assunta Vicini to provide Tai Chi classes to all citizens in the Portola area; effective July 1, 2022; not to exceed \$18,000.00; approved as to form by County Counsel.

This matter is removed from the agenda.

2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health to provide mental health and wellness recovery services; effective July 1, 2022; not to exceed \$165,000.00; approved as to form by County Counsel.

C. FARM ADVISOR

Approve and authorize the Chair to sign and ratify Agreement between Plumas County and The Regents of the University of California; to provide research, educational programs or services, and a support network for the 4-H/ Youth Development program; effective July 1, 2022; not to exceed \$17,830.00; approved as to form by County Counsel.

D. PROBATION

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Probation Department and BI Correctional Services Incorporated; to provide full continuum of monitoring technologies and services for juveniles, parolees, probationers, and pretrial defenders; effective July 1, 2022; not to exceed \$35,000.00; approved as to form by County Counsel.

E. PUBLIC HEALTH

1) Approve and Authorize the Chair to sign the annual Certificates of Compliance for the County Veterans Subvention Funding Program and the Medi-Cal Cost Avoidance Funding Program for FY 2022-2023, as required by the California Department of Veteran Affairs.

2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Public Health Department and Siskiyou County Public Health; to provide HIV specialty services related to the Ryan White Part C program; effective April 1, 2022; not to exceed \$20,650.00; approved as to form by County Counsel.

F. PUBLIC WORKS

1) Approve and authorize the Chair to sign Amendment No. 1 to Agreement between Plumas County and CGL Companies, Inc.; for required special inspection and testing services on a time and material basis; not to exceed amount of \$85,000.00; approved as to form by County Counsel.

2) Authorize the Director of Public Works to purchase Four (4) Radar Feedback Signs from Stalker Radar, to replace the Radar Feedback signs that were damaged in the Dixie Fire; not to exceed \$20,677.80; The Road Department has funding available to cover this purchase, pending reimbursement by Cal OES.

G. PLANNING

1) Approve and authorize the Chair to execute a funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention (HHAP) Grant with funds not to exceed forty-six thousand six-hundred and ninety-one and fifty-three cents (\$46,691.53); approved as to form by County Counsel.

2) Approve and authorize the Chair to execute a funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2) Grant with funds not to exceed twenty-one thousand three-hundred and forty-five and zero cents (\$21,345.00); approved as to form by County Counsel.

2. **PRESENTATION**

A. Quincy CAPM Project Overview - Kelly Zolotoff, Asset Management, Caltrans District 2. This matter is informational only, there is no action taken by the Board.

3. **DEPARTMENTAL MATTERS**

A. **HUMAN RESOURCES** – Nancy Selvage

1) Adopt **RESOLUTION** to amend Victim Witness Advocate, and Victim Witness Coordinator revised job descriptions for the transfer from the Sheriff's Office to the District Attorney's Office; discussion and possible action. **Roll call vote**

This matter is removed from the agenda to be considered at a later date.

2) Adopt **RESOLUTION** to amend Behavioral Health Systems Analyst job description; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8716** to amend Behavioral Health Systems Analyst job description, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5)

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

3) Adopt **RESOLUTION** for new Grant Manager Job Classification, base wage \$35.00 an hour and authorize Human Resources to recruit and fill Grant Manager position; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8717** for new Grant Manager Job Classification, base wage \$35.00 an hour and authorize Human Resources to recruit and fill Grant Manager position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5)

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

B. **SHERIFF** – Todd Johns

1) Approve and authorize fixed asset purchase of a one track system, for side by side UTV for Search and Rescue activities; not to exceed \$16,000.00; to be included in FY 22/23 budget for department 70331 – AB44s account #542600; discussion and possible action. **Roll call vote**

Motion: Approve and authorize fixed asset purchase of a one track system, for side by side UTV for Search and Rescue activities; not to exceed \$16,000.00; to be included in FY 22/23 budget for department 70331 – AB44s account #542600, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5)

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

2) Adopt and ratify **RESOLUTION** approving the transfer of the Victim Witness Program and Certificate Compliance from the Sheriff's Office to the District Attorney's Office; Authorize the District Attorney's Office to administer the grants provided by Cal-OES, sign and approve any grant award agreements with Cal-OES, including extensions and/ or amendments; effective July 11, 2022; approved as to form by County Counsel; discussion and possible action.

Roll call vote

This matter is removed from the agenda to be considered at a later date.

C. **LIBRARY** – Lindsay Fuchs

Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s); vacancy due to resignations; discussion and possible action.

Motion: Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s),

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

D. **PUBLIC WORKS/ SOLID WASTE** – John Mannie

Conduct time certain **10:00 A.M. PUBLIC HEARING** in regard to the following proposed Resolution:

The Chair opens the public hearing,

There being no public comment, the hearing is closed and before the Board for decision.

- 1) Adopt **RESOLUTION** to increase rates by 6.39% for curbside (residential) and 6.39% (commercial) solid waste services provided by franchise contractor Feather River Disposal, a Division of USA Waste of California, Inc.; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8718** to increase rates by 6.39% for curbside (residential) and 6.39% (commercial) solid waste services provided by franchise contractor Feather River Disposal, a Division of USA Waste of California, Inc., **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5)

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss.

E. **PLANNING** – Tracey Ferguson

- 1) Approve and authorize the Chair to sign Letter of Support for North State Planning & Development Collective at California State University, Chico, as North State Region Proposed Community Economic Resilience Fund (CERF) Convener and Fiscal Agent; Presentation by Courtney Farrell, Project Manager, discussion and possible action

Motion: Approve and authorize the Chair to sign Letter of Support for North State Planning & Development Collective at California State University, Chico, as North State Region Proposed Community Economic Resilience Fund (CERF) Convener and Fiscal Agent, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 2) Approve and authorize the Chair to sign Collective Partnership Agreement Letter and Letter of Steering Committee Participation between Plumas County and Sierra Institute for Community and Environment as North State Region Proposed CERF Convener and Facilitator; discussion and possible action

Motion: Approve and authorize the Chair to sign Collective Partnership Agreement Letter and Letter of Steering Committee Participation between Plumas County and Sierra Institute for Community and Environment as North State Region Proposed CERF Convener and Facilitator, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

4. **BOARD OF SUPERVISORS**

A. Discussion and possible action to fill vacancy of Plumas County Auditor/ Controller.

This matter is tabled to August 2, 2022.

B. **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding the Lawry House, Quincy; volunteer conversations; solid waste calls, and abatement issues.

Supervisor Thrall received correspondence regarding CDC.

Supervisor Engel received correspondence regarding Green Waste, sewage pump, and the Collin Pines Ceiling Project.

Supervisor Ceresola received correspondence regarding Sierra Valley Ground Water Maintenance District, and correspondence regarding the consolidation of the volunteer fire department.

Supervisor Goss received correspondence regarding community events in Greenville

C. **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government, and include the following meetings: Transportation Commission Meeting, and the Memorial for Demars, dedication of bench at courthouse.

Reported by Supervisor Thrall regarding matters related to County Government, and include the following meetings: Transportation Commission Meeting, and Community Development Commission Meeting.

Reported by Supervisor Engel regarding matters related to County Government, and include the following meetings: Watershed Forum, Transportation Commission Meeting, and the Community Development Commission Meeting.

Reported by Supervisor Ceresola regarding matters related to County Government, and include the following meetings: Sierra Ground watershed, and the Community Development Commission Meeting.

Reported by Supervisor Goss regarding matters related to County Government, and include the following meetings: FEMA Housing Forum, additional FEMA Meeting, Nor-Cal EMS Meeting, the Community Development Commission Meeting, and various meetings with County Department Heads.

5. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain 1:00** Public employee appointment or employment – Director of Risk Management and Safety.
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (three cases)
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported that no reportable action was taken in closed session.

ADJOURNMENT

Adjourned meeting to Tuesday, August 2, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Sharon Sousa - Interim Director

DATE: August 2, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa - Behavioral Health Interim Director

SUBJECT: Consent Agenda

A handwritten signature in blue ink, appearing to read "Sharon Sousa".

Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign FY 2022/23 \$9,999.99 contract with Curran Tires. [View Item](#)
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2022/23 \$50,000.00 Agreement with Sutter-Yuba Behavioral Health. [View Item](#)
3. It is respectfully requested the Board of Supervisors approve and authorize board chair to sign \$15,000.00 Agreement with Shasta County. [View Item](#)

BACKGROUND AND DISCUSSION:

1. Curran Tires, their services are required to purchase and install tires. This contract has been approved to form by County Counsel, and the compensation limit is. This agreement has been approved to form by County Counsel.
2. Sutter-Yuba Behavioral Health is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel.
3. This Agreement is with the County of Shasta, through its Department of Housing and Community Action Agency Program. This contract is for the purpose of participating in a collaborative effort, with Del Norte, Lassen, Modoc, Shasta, Sierra and Siskiyou counties, through a web-based software program, Homeless Management Information System, HMIS, in which each county will confidentially collect, track, manage, share, and coordinate client services. Data collected to be used in

understanding the nature of the homelessness, reduce inefficiencies and duplication of services in our community. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and RSH, Inc., a California Corporation, doing business as Curran Tire Center (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 \$9,999.99
3. **Term.** The term of this agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 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. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

RSH, Inc., dba
Curran Tire Center
116 E. Main Street
Quincy, California 95971

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:
RSH, Inc., dba
Curran Tire Center

By: _____
Name: Chris Curran
Title: CEO/CFO
Date signed:

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

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

APPROVED AS TO CONTENT:

By: _____
Name: Kevin Goss
Title: Purchasing Agent
Date signed

Approved as to form:



7/13/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Lube, oil, and filter changes (LOF) – As Advertised or \$90.00 for synthetic oil
 - b. Sale and installation of new tires as quoted
 - c. Free tire rotation.
 - d. Mounting and balancing of all four tires-\$89.96
 - e. Vehicle alignment- \$109.99-\$129.00
 - f. Brakes and shocks repair and replacement as quoted
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$ 110.00 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at current Rate plus tax, (all inclusive) for up to 5 quarts of oil, with no charge rotation with Curran Tires.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

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

DESCRIPTION: Acute inpatient, psychiatric health facility services

BEGINS: June 1, 2022

ENDS: June 30, 2023

ADMINISTERING AGENCY: Sutter-Yuba Behavioral Health

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

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

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

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

1. Definitions:

- Concurrent Review means the review of treatment authorization requests by SYBH for inpatient mental health services in order to approve, modify, or deny requests for continued services based on a determination of medical necessity by PLUMAS COUNTY or its contracted provider. The review of treatment authorization requests is concurrent with the provision of services and is required after the first day of admission through day of discharge.
- Psychiatric Health Facility Services ("Services") means therapeutic and/or rehabilitative services provided in a psychiatric health facility ("PHF") on an inpatient basis to Clients who need acute care, which is care that meets the criteria of CCR, Title 9, section 1820.205, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings.

2. Description of Services:

A. SYBH shall provide psychiatric inpatient services at the Facility to residents of PLUMAS COUNTY over the age of 18 in conformance with all applicable federal and state statutes and regulations. Services will be provided, with prior authorization by PLUMAS

COUNTY, to eligible persons with a mental disorder (hereinafter called "Patient(s)") who may be either on voluntary or involuntary status. The length of stay of each Patient shall be determined by the SYBH'S professional staff, in coordination with PLUMAS COUNTY as indicated in Section 10 herein. SYBH shall provide, or shall arrange for, necessary emergency and non-elective ancillary medical services for a Patient as part of the inpatient treatment services.

- B. SYBH agrees to provide acute psychiatric inpatient care to PLUMAS COUNTY clients under the circumstances described herein. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 Section 5260 WIC, 30-day Certification under Section 5270 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PLUMAS COUNTY or as identified by SYBH via Crisis or Emergency Services assessment processes. These services shall be provided in the SYBH PHF in Yuba City, California, except that PLUMAS COUNTY shall conduct any necessary Court proceedings in regard to Conservatorships in the County of PLUMAS.
- C. For 30 Day Certification under Section 5270 WIC, PLUMAS COUNTY must document and provide evidence of Board of Supervisor approval to utilize the SYBH PHF for these certifications prior to the PHF moving forward with the certification. In the event a PLUMAS COUNTY beneficiary requires a 30 day certification, and no approval is on record, PLUMAS COUNTY will coordinate facility transfer for the beneficiary to an appropriately designated facility.
- D. SYBH shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq and 5270 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day as expeditiously as possible. PLUMAS COUNTY may request copies of any SYBH PHF Policies at any time.
- E. SYBH shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day and 30-day Certifications, as provided for in Sections 5150.

If services required by Patients exceed SYBH'S capabilities, SYBH may utilize other facilities as mutually agreed upon by the SYBH'S Acute Psychiatric Services Branch Director and PLUMAS COUNTY'S Behavioral Health Director, Tony Hobson, Ph.D.

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

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

- 3. **Direction:** The services to be provided pursuant to this Agreement by SYBH for Patients shall be under the general direction of the PLUMAS COUNTY'S BEHAVIORAL HEALTH

DIRECTOR TONY HOBSON PH.D. or his/her designee. SYBH shall render inpatient psychiatric services to Patients admitted to the Facility in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each Patient shall be available for review by PLUMAS COUNTY upon request.

4. **Patient Eligibility:** Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific admission procedures shall be mutually agreed upon by SYBH'S Acute Psychiatric Services Branch Director and PLUMAS COUNTY'S DIRECTOR TONY HOBSON PH.D. Residency in PLUMAS COUNTY will be the basic requirement for eligibility for services. Transients referred by PLUMAS COUNTY on an emergency or involuntary status may also receive services through this Agreement.
5. **Cultural Competence:** SYBH shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health ("DMH") Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements ("CCPR"), which establishes new standards and criteria for the entire PLUMAS COUNTY Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.
6. **Payments:** In consideration for SYBH providing inpatient psychiatric services to Patients pursuant to this Agreement, PLUMAS COUNTY shall pay SYBH at the rate of \$1,212.35 per Patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: (a) all hospital costs including room and board, (b) medications, (c) psychiatrist's time, (d) laboratory work, and (e) court costs. For Patients who are PLUMAS COUNTY Medi-Cal beneficiaries, PLUMAS NAME COUNTY will be charged the actual cost per day based on the cost report for the prior PLUMAS COUNTY Fiscal Year. (For the purposes of this Agreement, the PLUMAS COUNTY'S Fiscal Year and SYBH'S Fiscal Year commences on July 1 and ends on June 30 of the following calendar year.) If PLUMAS COUNTY wishes to pursue reimbursement from Medi-Cal, PLUMAS COUNTY must bill Medi-Cal directly for services rendered. Medi-Cal will not reimburse for room and board costs which are determined to be \$21.76.
 - A. If it is determined, either before or after admission to the Facility, that a Patient has Medi-Cal eligibility in another county, it is the responsibility of the PLUMAS COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to the Facility. It is also the responsibility of the PLUMAS COUNTY to provide documentation of authorization from the responsible county to the SYBH, who will then bill the county of responsibility as defined above, for reimbursement.
 - B. Unless PLUMAS COUNTY has provided SYBH with documentation of authorization from another responsible county, PLUMAS COUNTY is responsible for payment in full for SYBH'S services regardless of a Patient's County Medi-Cal eligibility or other insurance.

- C. SYBH will not bill a Patient directly for any services, such as unmet share of cost, deductibles, etc.
- D. Payments to SYBH by PLUMAS COUNTY shall be made within 45 days of receipt of correct and approved invoice and supporting documentation by PLUMAS COUNTY. SYBH shall submit invoices and supporting documentation to PLUMAS COUNTY, within 30 days of the date of discharge of any Patient. SYBH shall submit with any invoice supporting documentation identifying the Patient, service provider, type of service and requisite service code, date of service, and time of day and length of time of services.
- E. For the term of this Agreement the annual cap amount, the amount not to be exceeded, will be \$50,000.00 or the \$1,212.35 per day bed rate.

7. **Mental Health Cost Report:** SYBH agrees to provide PLUMAS COUNTY with an annual cost report in accordance with the California Department of Health Care Services ("DHCS") requirements no later than October 31st for the preceding fiscal/contractual year.

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

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

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

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

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

9. **Term:** The term of this Agreement shall be from July 1, 2021 and shall expire June 30, 2022
10. **Admissions Procedure:** SYBH agrees that only those Patients that PLUMAS COUNTY specifically refers to SYBH for placement in the Facility shall receive services pursuant to this Agreement. PLUMAS COUNTY'S written request for admission constitutes authorization.

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

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

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

11. **Coordination of Care:** PLUMAS COUNTY and SYBH agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange Patient information as a unitary treatment program. PLUMAS COUNTY agrees to facilitate timely aftercare placement for patients ready
12. **Concurrent Review:** Upon release of the applicable DHCS Information Notice, SYBH shall participate in Concurrent Review in compliance with County-approved SYBH's policies and procedures, Final Rule, and DHCS regulatory and MHP agreement requirements.
13. **Patient Records:** Active Patient records shall be maintained at the nursing station at the Facility. Closed records shall be maintained at a designated site, in accordance with all applicable laws and regulations.

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

SYBH staff at the Facility shall have access within 24 hours to all appropriate PLUMAS COUNTY Patient records requested by SYBH staff. Records shall be available within 24 hours of request, weekends and PLUMAS COUNTY holidays excluded. PLUMAS COUNTY staff shall have access to all Facility records for any Patient, placed pursuant to this Agreement, who is (or was) under SYBH'S care at the Facility.

14. **Right to Audit:** SYBH agrees to extend to the PLUMAS COUNTY'S auditors designated by PLUMAS COUNTY or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards Patients as well as the overall operation of SYBH'S programs at the Facility. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
15. **Status of SYBH:** The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this Agreement shall act in an independent capacity and not as officers, officials, employees, or agents of PLUMAS COUNTY. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this Agreement.
16. **Conflict of Interest:** SYBH attests that it has no current business or financial relationship with any PLUMAS COUNTY employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.

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

17. **Indemnity:** PLUMAS COUNTY and SYBH shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, loses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that PLUMAS COUNTY and SYBH may have under law and/or this Agreement.
18. **Insurance:** SYBH and PLUMAS COUNTY are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this Agreement, in conjunction with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to PLUMAS COUNTY by SYBH and by SYBH to PLUMAS COUNTY upon request.
19. **Nondiscrimination:** SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

During the performance of this Agreement.

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

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

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

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and PLUMAS COUNTY and SYBH released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of PLUMAS COUNTY and SYBH, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either PLUMAS COUNTY'S or SYBH'S departments for which services were contracted to be performed pursuant to this Agreement, this Agreement may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

22. **Default, Termination, and Cancellation:**

A. Default:

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

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

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

C. Termination without Cause:

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

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

23. **Amendments:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to PLUMAS COUNTY or provide additional compensation to SYBH except as explicitly set forth in this or amended Agreement.
24. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered or by personal delivery. Notices to SYBH shall be addressed/delivered as follows:

Director
Sutter County Health and Human Services Department
P.O. Box 1510
Yuba City, CA 95992

And to:

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

or to such other location as the SYBH directs.

Notices to PLUMAS COUNTY shall be addressed/delivered as follows:

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

or to such other location as the PLUMAS COUNTY directs.

25. **Rules and Laws:** SYBH and PLUMAS COUNTY agree to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the PLUMAS COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from PLUMAS COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
26. **Administrator:** The employee designated to administer this Agreement for SYBH is the Acute Psychiatric Services Branch Director.
27. **HIPAA Compliance:** SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify PLUMAS COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of PLUMAS COUNTY elsewhere as set forth in this Agreement, PLUMAS COUNTY may terminate this Agreement without penalty or recourse if PLUMAS COUNTY determines that SYBH violated a material term of the provisions of this Section of this Agreement. SYBH will ensure that any subcontractors' agents receiving protected confidential health information related to this Agreement agree to the same restrictions and conditions that apply to SYBH with respect to such information.

28. **Confidentiality and Patients' Rights:** SYBH agrees to maintain a record of each Patient served pursuant to this Agreement. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information

pertaining to discrete individual Patients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and PLUMAS COUNTY further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

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

29. **Choice of Law:** The validity, enforceability, or interpretation of this Agreement shall be governed by the laws of the State of California. In the event that either PLUMAS COUNTY or SYBH deems it necessary to take legal action to enforce any provisions of this Agreement, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.
30. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SUTTER

By: _____
Ken Sra, Director
Sutter County General Services

Date: _____

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Shawne Corley, Interim Director
Sutter County Health and Human Services

Date: _____

APPROVED AS TO FORM:

By: _____
Office of Sutter County Counsel

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

COUNTY:

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

By: _____

Name: Sharon Sousa.

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By:

Name: Heidi White

Title: Clerk of the Board of
Supervisors

Approved as to form:



5/25/2022

Joshua Brechtel
Deputy County Counsel I

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF PLUMAS

This agreement is entered into between the County of Shasta, through its Department of Shasta County Housing and Community Action Agency, a political subdivision of the State of California (“Shasta”) and County of Plumas, a political subdivision of the State of California (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as Continuum of Care (“CoC”).

RECITALS

WHEREAS, the NorCal Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou; and

WHEREAS, the CoC has designated Shasta as Lead Agency, and to operate the CoC’s Homeless Management Information System (“HMIS”) on behalf of the CoC as the HMIS Administrator; and

WHEREAS, Shasta has agreed to be the Lead Agency and HMIS Administrator; and

WHEREAS, Shasta and Consultant both are participants in the CoC.

NOW, THEREFORE, Shasta and Consultant agree as follows:

Section 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. Continuum of Care (“CoC”) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.
- B. Coordinated Entry Process (“CEP”) is a collaboration of multiple community, government, and faith-based agencies that, collectively, provide services that range from prevention of homelessness to permanent housing placements.
- C. Coordinated Entry System (“CES”) means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the Continuum of Care’s geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. Pursuant to 24 Code of Federal Regulations (“CFR”) 578.7(a)(8).
- D. Emergency Solutions Grant Program (“ESG”) means funds provided through State of California Department of Housing and Community Development (“HCD”) for a

variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009

- E. Homeless Management Information System (“HMIS”) is an information system designated by a local CoC to comply with the requirements of CoC Program Interim Rule 24 CFR 578 (07/2012). It is a locally administered data system used to record and analyze client, service and housing data for individuals and families who are experiencing homelessness or at risk of homelessness.
- F. “HUD” means United States Department of Housing and Urban Development.

Section 2. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Compensate Shasta as prescribed in sections 4 and 5 of this agreement.
- B. Comply with the NorCal CoC Governance Charter guidelines attached and incorporated herein as Attachment A as may be occasionally amended.
- C. Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Attachment B, as may be occasionally amended.
- D. Adhere to the CEP Policies and Procedures Manual attached and incorporated herein as Attachment C, as may be occasionally amended.
- E. Follow all policies and procedures necessary to operate a local Advisory Board, comply with 24 CFR 578.5(b) .
- F. Ensure attendance and representation at the NorCal CoC Executive Board meetings.
- G. Ensure attendance and representation at Consultant’s Advisory Board of the NorCal CoC monthly meetings.

Section 3. RESPONSIBILITIES OF SHASTA.

Pursuant to the terms and conditions of this agreement, Shasta shall:

- A. Oversee operational aspects in the CoC that include take a leadership role in the CoC regional area to relay issues, activities, and information regarding the CoC and its operation to the Executive Board and CoC members.
- B. Attend and conduct the monthly Executive Board CoC meetings, distribute the minutes of the meetings, and ensure that appropriate follow-up activities are undertaken.

- C. Coordinate Executive Board CoC subcommittee meetings and ensure that appropriate follow-up activities are undertaken.
- D. Comply with the NorCal CoC Governance Charter guidelines attached and incorporated herein as Attachment A, as may be occasionally amended.
- E. Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Attachment B, as may be occasionally amended.
- F. Participate in the implementation of HMIS/CEP by working with stakeholders to ensure HMIS/CEP expansion is continued.
- G. Participate in develop of CEP in accordance with HUD Notice CPD-17-01 and provide trainings. Adhere to the CEP Policies and Procedures Manual attached and incorporated herein as Attachment C, as may be occasionally amended
- H. Coordinate and maintain the CEP “by-name” prioritization list and ensure that appropriate follow-up activities are undertaken.
- I. Act as a primary liaison between the United States HUD.
- J. Act as the primary liaison between the California Department of Housing and Community Development (HCD).
- K. Maintain the CoC processes and strategies to reduce homeless across the NorCal CoC region.
- L. Draft, submit, and assist in the facilitation of the annual point-in-time homeless survey in coordination with the point-in-time Executive Board subcommittee.
- M. Provide technical assistance and referral information to potential applicants seeking funding through CoC funding sources.
- N. Evaluate programs for the CoC regional areas’ Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 housing projects and Emergency Solutions Grant Programs.
- O. Complete and submit the annual CoC Collaborative Application in compliance with HUD regulations.
- P. Complete and submit ESG application and certifications as required by HCD.
- Q. Provide other administrative and executive support services as may be requested including maintenance of the CoC webpage.
- R. Ensure all HUD required policies are developed and maintained.

Section 4. COMPENSATION.

- A. Consultant shall pay Shasta a sum of \$5,000 for the services described in this agreement per fiscal year beginning July 1, 2022.
- B. Consultant shall pay to Shasta a maximum of \$15,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$15,000.

Section 5. BILLING AND PAYMENT.

Shasta shall submit an invoice to Consultant no later than June 1st for the next fiscal year. Consultant shall make payment within 30 days of receipt of Shasta’s correct and approved statement or invoice. Should Consultant, or the state or federal government, disallow any amount claimed by Shasta, Shasta shall reimburse Consultant, or the state or federal government, as directed by Consultant, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for one year beginning July 1, 2022 and ending June 30, 2023. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, Consultant shall not be obligated for payments hereunder for any future fiscal year unless or until Consultant’s Board of Supervisors appropriates funds for this agreement in Consultant’s budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the fiscal year commences on July 1 and ends on June 30 of the following year. Consultant shall notify Shasta in writing of such non-appropriation at the earliest possible date.
- B. Notwithstanding the foregoing, Shasta shall not be obligated for providing its responsibilities hereunder for any future fiscal year unless or until County of Shasta Board of Supervisors appropriates funds for Shasta’s responsibilities in this agreement in the Shasta budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for the Shasta’s responsibilities in this agreement were appropriated. For the purposes of this agreement, the fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Shasta fails to perform its duties to the satisfaction of Consultant or if Shasta fails to fulfill in a timely and professional manner Shasta's responsibilities under this agreement, or if Shasta violates any of the terms or provisions of this agreement, then Consultant shall have the right to terminate this agreement effective immediately upon the Consultant giving written notice thereof to Shasta.
- B. Either Party may terminate this agreement without cause on 30 days written notice.
- C. Consultant may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Consultant's right to terminate this agreement may be exercised by Consultant's Board of Supervisors. Shasta's right to terminate this agreement may be exercised by the Shasta's County Executive Officer ("CEO") or his/her designee, or by the Director of the Shasta's Department of Housing and Community Action Agency Programs Director ("Director").

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Shasta, provided that the amendment is in substantially the same format as the Shasta County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Shasta, Shasta may not assign, transfer, delegate, or sublet any interest herein without the prior written

consent of Consultant. The waiver by Shasta or Consultant of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

During the entire term of this agreement, both Parties are to be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by either Party shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Consultant is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for their payment of all taxes due to the State of California or the federal government. Consultant shall not be liable for deductions for any amount for any purpose from Shasta's compensation. Shasta shall not be eligible for coverage under Consultant's workers' compensation insurance plan nor shall Shasta be eligible for any other benefit.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Shasta, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of Shasta Counsel and counsel retained by Shasta, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Shasta. Consultant shall also, at Consultant's own expense, defend the Shasta, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against Shasta, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify Shasta for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless Shasta with respect to Consultant's "independent contractor" status that would establish a liability on Shasta for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect Shasta and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by Shasta.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Shasta and for claims involving any professional services for which Consultant is engaged with or providing to Shasta for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- E. Consultant shall require subcontractors to furnish satisfactory proof to Shasta that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Shasta within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide Shasta with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at

any time during the term of this agreement, Consultant shall provide Shasta, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, Shasta may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide Shasta a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Shasta.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Shasta, Consultant shall give prompt and timely notice thereof to Shasta. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Both Parties shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Both Parties represent that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Shasta under this agreement shall be used by Shasta for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, both Parties shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Shasta that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or Shasta. Except where longer retention is required by federal or state law, Shasta shall maintain all records for five years after Consultant makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 16. CONFLICTS OF INTEREST.

Neither Party, nor any of either Party's respective officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 17. NOTICES.

- A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta:

Director
Shasta County Department of Housing and
Community Action Agency Programs
1450 Court Street, Suite 108
Redding, CA 96001
Telephone: (530) 225-5160
Fax: (530) 225-5178

If to Consultant:

Director of Behavioral Health

County of Plumas
270 County Hospital Road Suite 109
Quincy, CA 95971
Telephone: (530) 283-6387

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta as provided for in this agreement may be executed and/or exercised by the Shasta County Executive Officer or his/her designee.

Section 18. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 19. COMPLIANCE WITH POLITICAL REFORM ACT.

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and each Party will comply with the Parties respective Conflict of Interest Code, with regard to any obligation on the part of the respective Party's obligation, if any, to disclose financial interests and to recuse from influencing any decision which may affect the Party's financial interests.

Section 20. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 21. CONFIDENTIALITY OF CLIENT INFORMATION.

Both Party's shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 22. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

*[SIGNATURE PAGE FOLLOWS]**

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

COUNTY OF SHASTA

By: _____

Date: _____

Name: _____

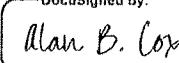
Title: _____

Approved as to form:

RUBIN E. CRUSE, JR

County Counsel

DocuSigned by:

By:  _____

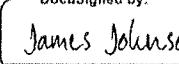
Date: 05/12/2022 | 2:07 PM PDT

Name: Alan B. Cox

Title: Deputy County Counsel III

RISK MANAGEMENT APPROVAL

DocuSigned by:

By:  _____

Date: 05/12/2022 | 12:29 PM PDT

Name: James Johnson

Title: Risk Management Analyst III

CONSULTANT

By: _____

Date: _____

Name: Tony Hobson

Title: Director

Tax I.D.#: 94-6000528

Plumas County Signature page
Next page

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

COUNTY:

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

By: _____

Name: Sharon Sousa.

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

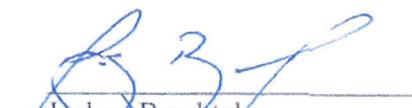
By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/21/2022

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Sharon Sousa- Interim Director

DATE: August 2, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa Behavioral Health Interim Director

SUBJECT: Consent Agenda

A handwritten signature in blue ink, appearing to read "Sharon Sousa".

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize \$880.00 no contract payment to Traditions Behavioral Health.

BACKGROUND AND DISCUSSION:

2. This charge of ~~\$880.00~~ Traditions Behavioral Health for mental health doctor fees for specialty services. This fiscal year Behavioral Health, with board approval, has made payments exceeding the \$999.99 limit per vendor, working without a contract. Behavioral Health is respectfully requesting payment approval.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

MAY 13 2022

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM PAYMENT COMMITTEE NUCOC

P01

MEDICARE	MEDICAID	HIC	CHAMPVA	GROUP	HEALTH PLAN	FECA	OTHER	1a. INSURED'S ID. NUMBER (For Program in Item 1)
<input type="checkbox"/> Medicare #	<input type="checkbox"/> Medicaid #	<input type="checkbox"/> ID# CoID#	<input type="checkbox"/> Member ID#	<input type="checkbox"/> ID#	<input type="checkbox"/> BLK LUNG	<input type="checkbox"/> ID#	<input checked="" type="checkbox"/> X (ID#)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE MM DD YY				4. INSURED'S NAME (Last Name, First Name, Middle Initial)
				<input type="checkbox"/> X				
5. PATIENT'S ADDRESS (No., Street)				6. PATIENT'S RELATIONSHIP TO INSURED				7. INSURED'S ADDRESS (No., Street)
				<input type="checkbox"/> Self <input checked="" type="checkbox"/> X Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other				
ZIP CODE				STATE				STATE
CA								CA
TELEPHONE (Include Area Code)				ZIP CODE				TELEPHONE (Include Area Code)
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO:				11. INSURED'S POLICY GROUP OR FECA NUMBER
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
12. OTHER INSURED'S POLICY OR GROUP NUMBER				13. EMPLOYMENT (Current or Previous)				14. INSURED'S DATE OF BIRTH MM DD YY
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				SEX <input type="checkbox"/> M <input checked="" type="checkbox"/> F <input type="checkbox"/> X
15. RESERVED FOR NUCOC USE				16. AUTO ACCIDENTS PLACE: State, <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				17. OTHER CLAIM ID (Designator)
18. RESERVED FOR NUCOC USE				19. OTHER ACCIDENTS PLACE: State, <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				20. INSURANCE PLAN NAME OR PROGRAM NAME
21. INSURANCE PLAN NAME OR PROGRAM NAME				22. CLAIM CODES Designated by NUCOC				23. IS THERE ANOTHER HEALTH BENEFIT PLAN?
								<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.
2. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE authorizes the release of any medical or other information necessary to process this claim and to request payment of government benefits either to myself or to the party who retains assignment below.

SIGNED **Signature on File**

DATE 04/24/22

SIGNED **Signature on File**

1. DATE OF SUSPECTED ILLNESS, INJURY OR PREGNANCY (MM DD YY)	16. OTHER DATE MM DD YY	17. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
MM DD YY	MM DD YY	MM DD YY
2. NAME OF REFERRING PROVIDER OR OTHER SOURCE NAME: <input type="checkbox"/> DOB: <input type="checkbox"/> SSN: <input type="checkbox"/> NPI: <input type="checkbox"/>	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	20. OUTSIDE LABS \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	04 07 2022	
24. ADDITIONAL INFORMATION Designated by NUCOC:	21. RESUBMISSION CODE ORIGINAL REF. NO.	22. PRIOR AUTHORIZATION NUMBER
25. DIAGNOSIS OR TYPE OF ILLNESS OR INJURY. Relate to service line below. 24E. C. no. 0	26. PROVING CODE	27. RENDERING PROVIDER ID. #
F33.2		
3. DATES OF SERVICE From MM DD YY To MM DD YY	4. PLACE OF SERVICE Service: <input type="checkbox"/> HMO <input type="checkbox"/> PPO <input type="checkbox"/> POS <input type="checkbox"/> CDI/EPIC <input type="checkbox"/> Other: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	5. PROCEDURES, SERVICES, OR SUPPLIES (List in usual circumstances) 6. DIAGNOSIS CODES 7. CHARGES 8. PAYOR 9. DRG 10. EPSPN 11. C. 12. RENOVING PROVIDER ID. #
04 23 22 04 23 22 51	99233	A 220.00 1 NPI 1588045140
04 24 22 04 24 22 51	99233	A 220.00 1 NPI 1588045140

680392037

X SR117291 X

440.00 0.00

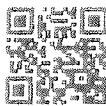
559 6273000

AURORA SANTA ROSA HSPTL
1287 FULTON ROAD
SANTA ROSA CA 954014923TRADITIONS BEHAVIORAL HEALTH
1580 FIRST STREET
NAPA CA 945592841
1080802979

RITIKA KAULA MD

04/24/22

1922373215



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE NOCC 02102017 A 37

5. *Scutellaria* *scutellaria* L.

P01

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

1. MEDICARE	2. MEDICAID	3. TRICARE	4. CHAMPVA	5. GROUP HEALTH PLAN	6. FECA	7. OTHER
<input checked="" type="checkbox"/> Medicare	<input checked="" type="checkbox"/> Medicaid	<input type="checkbox"/> DOD/DoDVA	<input type="checkbox"/> Member ID#	<input type="checkbox"/> ID#	<input type="checkbox"/> BLK LUNG (ICD)	<input checked="" type="checkbox"/> X (ICD)
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE			SEX
			MM	DD	YY	<input checked="" type="checkbox"/> M
			4. PATIENT'S RELATIONSHIP TO INSURED			
			Self <input checked="" type="checkbox"/>	Spouse <input checked="" type="checkbox"/>	Child <input type="checkbox"/>	Other <input type="checkbox"/>
			5. RESERVED FOR NUCC USE			
			6. RESERVED FOR NUCC USE			
			7. RESERVED FOR NUCC USE			
			8. RESERVED FOR NUCC USE			
			9. IS PATIENT'S CONDITION RELATED TO:			
			a. EMPLOYMENT? (Current or Previous)			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
			b. AUTO INCIDENT?			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			PLACE (State)
			c. OTHER INCIDENT?			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
			10. CLAIM CODES (Designated by NUCC)			
			11. INSURED'S ID NUMBER			(For Program in Item 1)
			12. INSURED'S NAME (Last Name, First Name, Middle Initial)			
			13. INSURED'S ADDRESS (No. Street)			
			CITY			STATE
			ZIP CODE			CA
			TELEPHONE (Include Area Code)			
			TELEPHONE (Include Area Code)			
			14. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			
			15. IS PATIENT'S CONDITION RELATED TO:			
			a. EMPLOYMENT? (Current or Previous)			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
			b. AUTO INCIDENT?			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			PLACE (State)
			c. OTHER INCIDENT?			
			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
			16. INSURED'S DATE OF BIRTH			SEX
			MM	DD	YY	<input type="checkbox"/> F <input checked="" type="checkbox"/> M
			17. OTHER			
			18. INSURANCE PLAN NAME OR PROGRAM NAME			
			19. IS THERE ANOTHER HEALTH BENEFIT PLAN?			

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM

2. PATIENTS OR AUTHORIZED PERSONS SIGNATURE: I authorize the release of any medical or other information necessary to 30000988 this claim. I also request payment of government benefits either to myself or to the party who accepts assignment.

Signature on File

05/12/22

1. DATE OF CURRENT ILLNESS, INJURY OR PREGNANCY (MM DD YY)												15. OTHER DATE (MM DD YY)											
MM DD YY												MM DD YY											
QUAL.												QUAL.											
NAME OF REFERRING PROVIDER OR OTHER SOURCE												174, 175, NPI											
174, 175, NPI												174, 175, NPI											
16. ADDITIONAL CLAIM INFORMATION (Designated by MUCC)												18. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM (MM DD YY) TO (MM DD YY)											
17. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM (MM DD YY) TO (MM DD YY)												19. OUTSIDE LAB? \$ CHARGES											
20. OUTSIDE LAB? \$ CHARGES												<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 22. RESUBMISSION CODE, ORIGINAL REF NO 23. PRIOR AUTHORIZATION NUMBER											
24. DATES OF NATURE OF ILLNESS OR INJURY Related to services in above 18. CC NO. 0												25. RATES, CHARGES, PAYMENT, DATES, AND RENDERING PROVIDER ID #											
25. RATES, CHARGES, PAYMENT, DATES, AND RENDERING PROVIDER ID #												A. DATES OF SERVICE From (MM DD YY) To (MM DD YY) PLACE OF SERVICE: HMO AM PM CO CR AM PM CO CR SERVICE: HMO B. BILLS C. PROCEDURES, SERVICES OR SUPPLIES (Explain unusual circumstances) D. DIAGNOSIS POINTERS E. \$ CHARGES F. G. H. I. J. K. L. DAYS CR UNITS EPSPR D. PAYMENT QUAL.											
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AURORA SANTA ROSA HSPTL
1287 FULTON ROAD
SANTA ROSA CA 954014923

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TIONS BEHAVIORAL HEALTH

1580 FIRST STREET
NAPA CA 945592841

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Sharon Sousa Interim Director

DATE: August 2, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa Behavioral Health Interim Director 

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$75,000.00 Agreement with Plumas Rural Services Child Mental Health Services.

BACKGROUND AND DISCUSSION:

1. The \$75,000.00 Agreement with Plumas Rural Services for Child Mental health Services, this program will provide Early and Periodic Screening, Diagnostic and Treatment Specialty Mental Health Services for full scope Medi-Cal eligible Plumas County children, ages 3-21. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Rural Services**, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed seventy-five thousand dollars (\$75,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and

agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

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

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

County:

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

Contractor:

Michele Lynn Piller, Executive Director
711 E. Main Street
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 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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting

term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Plumas Rural Services, a California non-profit corporation

By: _____

Name: Michele Lynn Piller
Title: Executive Director
Date signed:

By: _____

Name: Debbie Shirk-McFarland
Title: Fiscal Officer
Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

By: _____

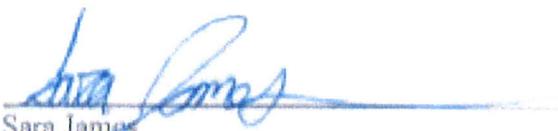
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: Director

ATTEST:

By: _____

Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

APPROVED AS TO FORM:



Sara James
Deputy County Counsel

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and PLUMAS RURAL SERVICES, referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a

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

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

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

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

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

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

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

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

BUSINESS ASSOCIATE

Name: Michele Lynn Piller
Title: Executive Director
Address: 711 E. Main Street
Quincy, California, 95971
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Plumas Rural Services – Children’s Mental Health Services Program

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Rural Services

711 E. Main Street
Quincy CA 95971

586 Jackson Street
Quincy CA 95971

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 3-21, through the Mental Health Services Act (MHSA) Community Services and Supports program. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal

The goal of the EPSDT SMHS is to provide outpatient behavioral health services to children and youth who have been referred by Plumas County Department of Behavioral Health.

Contractor will maintain a maximum caseload of eight (8) clients. Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are Seriously Emotionally Disturbed (SED) children and youth as identified by Plumas County Behavioral Health Utilization Review team. It is expected that PRS will continue to provide mental health services to the existing caseload, not exceeding the number as of the effective date of this Agreement. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

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

IV. MONITORING

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-

based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.

- B.** The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C.** Bi-Annual completion of: State Consumer Perception Survey.
- D.** Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. PRS will be held to the documentation standards that are expected by the Department of Health Care Services.

V. MEDI-CAL CERTIFICATION AND GOALS:

- A.** Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VI. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services** "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

B. 1810.247. Specialty Mental Health Services "Specialty Mental Health Services" means:
(a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

C. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.209. Crisis Intervention "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.250. Therapy “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of monthly invoices in the fiscal year for which services are delivered. The amount paid pursuant to this Agreement will not exceed seventy-five thousand dollars (\$75,000.00).

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

- D. Fee Structure:

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic services and administration of the program. These costs will be invoiced monthly at a rate of \$115.00 per hour.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.



Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

DATE: July 21, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of contract between the Plumas County Probation Department and Redwood Toxicology.

Recommendation

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and Redwood Toxicology for the purpose of drug testing Probation clients and other referred clients for such services like CJC and DSS. The contract's term is set from July 1, 2022 to June 30, 2023 and will not exceed \$70,000.

Background and Discussion

The Probation Department contracts with Redwood Toxicology Laboratory for \$70,000 to perform testing on specimens sent to the Lab for court-ordered drug testing.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Redwood Toxicology Laboratory, Inc., a California corporation, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000).
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Redwood Toxicology Inc. from July 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Each Party agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions.
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.** Contractor agrees to and shall indemnify and hold harmless County, its officers, directors, agents, and employees ("County Indemnified Parties") from and against any and all liabilities, losses, proceedings, actions, damages, claims, or expenses of any kind (including costs and reasonable attorneys' fees) (collectively,

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“Losses”), which result from any third party claim relating to bodily injury to or death of any person or damage to real or tangible property, to the extent proximately caused by Contractor’s negligence, recklessness, or willful misconduct in the performance of this Agreement or the County Indemnified Party’s use of the Product in accordance with its product insert, except to the extent of any negligence, recklessness, willful misconduct, or breach on the part of County Indemnified Parties or a Third Party.

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 claim limit of ten million dollars (\$10,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of \$2,000,000 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. 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. Any insurance limitations are independent of and shall not limit the Indemnification terms of this Agreement; and
 - iii. 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
 - 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. County reserves the right to request a certified letter from Contractor’s insurance company with coverage, 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,

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CONTRACTOR



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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 and such consent shall not be unreasonable withheld. The foregoing shall not apply to any work to be performed by an affiliate of contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with the Contractor.
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.

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

County:

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

Contractor:

Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attention: Contract Manager

With a copy sent to:

Abbott Laboratories
Abbott Rapid Dx North America, Legal Department
100 Abbott Park
Abbott Park, IL 60064-3500, USA
Attention: DVP, Abbott Rapid Diagnostics Legal

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. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.**

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

COUNTY

CONTRACTOR

Mary Lusk
7/18/22

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

CONTRACTOR:

Redwood Toxicology Laboratory Inc., a
California corporation

By: 
Name: Mary Tardel
Title: Director, Government Services
Date signed:

COUNTY:

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

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

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

Attest:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

7/13/2022

COUNTY

CONTRACTOR



7/18/22

Exhibit A
Scope of Work

Contractor and County agree as follows:

1) DRUG TESTING SERVICES

- a. Contractor will provide the Services, as described in this Agreement, in connection with County's drug and alcohol testing program. Drugs and panels to be tested by Contractor are described in Exhibit B-1.
- b. Contractor will provide screening and confirmation Services for alcohol and drugs of abuse in urine and oral fluids. Screening and confirmation methodologies vary by drug or metabolite and are subject to change at Contractor's discretion. The most current screening and confirmation methodologies by drug, metabolite and/or panel are provided on Contractor's website.
- c. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen collection bottles, security seals and pre-paid shipping labels or containers. All items shipped FOB Shipping Point. Shipping costs for outbound supplies and inbound specimens are provided in Exhibit B-1.
- d. Contractor will supply electronic reporting of laboratory results through our proprietary webpage at <https://toxaccess.redwoodtoxicology.com>. Fax summary and/or hard copy reports will be provided upon written request by County.
- e. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if Contractor is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label. Below is an approximation of Contractor's turnaround times :

Urine Drug Testing

- Negative results for basic *urine* tests (non-esoteric) are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor's facility.
- Confirmed positive results or esoteric testing requiring GC/MS or LC/MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC/MS or LC/MS/MS confirmation.

Oral Fluid Drug Testing

- Negative results for oral fluid drug screens are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor's facility.
- Confirmed positive results by GC/MS or LC/MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC/MS or LC/MS/MS confirmation.

- f. Contractor will retain positive specimens for three (3) months.
- g. Contractor will provide litigation packets and court representation/testimony at the prices outlined in Exhibit B-1.

2) DRUG TESTING PRODUCTS

- a. Contractor will provide Products, as described in this Agreement, in connection with County's drug and alcohol testing program at the prices outlined in Exhibit B-1. RTL may substitute a generic (unbranded) Product of an identical configuration, at the same price, when branded devices are not available.
- b. Collection and shipping supplies are available for Products. Supplies include requisition forms, specimen collection bottles or beakers, security seals and pre-paid shipping labels or containers. Costs for these collection and shipping supplies are described in Exhibit B-1.

COUNTY

CONTRACTOR

Mary Lund
7/18/12

3} PRICE, PAYMENT and RETURNS

a. Price.

- i. County agrees to pay RTL for Services and Products in accordance with the pricing provided in Exhibit B-1. RTL may adjust the price for Services and Products by providing written notice to Customer at least thirty (30) days prior to adjustment.
- ii. At the Renewal of contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County.

b. Payment.

- i. Services: Contractor will bill Customer for Services on a monthly basis. County agrees to make payments to RTL within thirty (30) days from the date of invoice.
- ii. Products: Contractor will bill County for Products upon shipment of order. Invoices for Products are sent separately from Services invoices. County agrees to make payments to RTL within thirty (30) days from the date of invoice.
- iii. Overdue accounts bear interest at a rate of 1.5% a month or the maximum amount allowed by law.

c. Returns

- i. Any order rejected by the County on the basis that the Product is either non-conforming or is defective may be returned to RTL for full credit or replacement as set forth below. All claims must be made within 30 days from date of invoice.
- ii. Any Products returned for any other reason shall be subject to a restocking fee of equal to twenty percent (20%) of said order. All claims must be made within 30 days from date of invoice. A finance charge of 1.5% a month will be assessed on all invoices that are past due. All claims must be made within 30 days from date of invoice.

_____ COUNTY INITIALS

CONTRACTOR INITIALS MT

Exhibit B
Fee Schedule

See Attached

 COUNTY INITIALS

CONTRACTOR INITIALS

**Abbott**

3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2022

Section I: Laboratory Drug & Alcohol Testing Services - Urine**URINE LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R96	Urine 9 Panel ALC,AMP,BAR,BZO,COC,CR,OPI,OXY,THC - Screen Only	\$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	\$16.50
5047	GC-FID Alcohol Confirmation	\$16.50
SP71	Urine 2 Panel HCG,SG	\$10.17
P69	Urine 3 Panel CR,PH,SG	\$6.62

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	\$6.42
5292	Buprenorphine - Confirmation Only	\$34.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$12.50
5747	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$15.00
2101	Fentanyl - Screen Only	\$6.42
5504	Fentanyl - Confirmation Only	\$40.00
5560	Gabapentin - Confirmation Only	\$90.00
5960	Kratom - Confirmation Only	\$75.00
1163	LSD - Confirmation Only	\$35.00
091	Tramadol - Screen Only	\$10.00
5212	Tramadol - Confirmation Only	\$35.00

URINE LAB TESTS - SPECIALTY DRUG PANELS

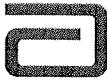
TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$30.00
8474	Synthetic Marijuana (K2/Spice) - Premium Panel	\$40.00
5554	Fentanyl - Premium Panel	\$40.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids**ORAL FLUID LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - <i>purchase required prior to testing</i>	\$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$15.00
9521	Oral Fluid 8 Panel AMP,BAR,BZO,COC,MTD,OPI,PCP,THC - Screen + Auto Confirm of Positives	\$16.48

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.



Abbott

3650 Westwind Boulevard
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Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2022

Section III: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel

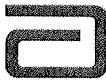
Collection & Shipping Supplies

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms -- pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.

**Abbott**

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Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2022

Section IV: Rapid Drug & Alcohol Screening Devices**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$3.75	\$93.75
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$3.75	\$93.75
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$3.75	\$93.75
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$3.75	\$93.75

ICUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	\$2.88	\$72.00

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	\$2.25	\$56.25
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$2.48	\$62.00
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	\$2.48	\$62.00
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	\$3.20	\$80.00
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	\$3.20	\$80.00
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.20	\$80.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - FFUO**	\$4.75	\$118.75
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2.30/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50/TRA200	\$5.50	\$137.50

ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2025	6	iScreen Oral Fluid Device AMP50/CO20/MAMP50/OPI40/PCP10/THC12 - FFUO**	\$6.76	\$169.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0070	12	CUP AMP500/BUP10/BZO300/COC150/ETG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 w/ adulteration (CR, ph, SG) - FFUO**	\$3.65	\$91.25

SALIVA/BREATH ALCOHOL PRODUCTS

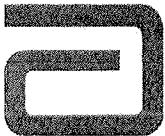
PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.34	\$46.80

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz / Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.



Abbott

May 22, 2020

Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA 95403

I, John McCoy, Vice President & Assistant Treasurer of Redwood Toxicology Laboratory, Inc. ("Corporation"), located at 3650 Westwind Boulevard, Santa Rosa, CA 95403, hereby delegate to Mary Tardel, Senior Director, Government Services the individual authority, on behalf of the Corporation, to quote prices and tender bids, enter into contracts for the sale of any products or services of this Corporation to and with any and all customers of this Corporation, including specifically the United States and any of its offices, agencies or departments, and any state of the United States or political subdivision thereof, and any of its offices, agencies or departments, having full authority, in his discretion as to prices, terms, conditions, warranties or any other provisions necessarily relating to said bids and contracts, and to enroll Corporation in Medicare, Medicaid and Managed Care programs, to make changes or updates to the organization's status in said programs, and to commit the organization to fully abide by the statutes, regulations, and program instructions of the said programs.

The authority given is retroactive, and any acts referred to which were performed prior to this authorization by the said employees are ratified and affirmed. This delegation of authority shall remain in effect until such time that I, or any other officer of the Corporation, revoke such authority in writing.



John McCoy

Vice President & Assistant Treasurer

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

**CONSENT AGENDA REQUEST**

For the August 2nd, 2022 meeting of the Plumas County Board of Supervisors

Date: July 25, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink that reads "John Mannle".

Subject: **Authorize Execution of Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Final Design Phase Engineering Services for the Blairsden-Graeagle Road Bridge Replacement Project**

Project Background:

Quincy Engineering, Inc. is currently providing final design engineering services for Final Design Phase Engineering Services for the Blairsden-Graeagle Road Bridge Replacement Project located on Blairsden-Graeagle Road over the Middle Fork of the Feather River.

There are additional tasks to finalize plans, specifications and engineer's estimate needed to obtain construction authorization from the Caltrans' Local Assistance Program. Contract amendment No. 2 outlining these tasks is attached. The project is funded by the federal Highway Bridge Program (HBP). All HBP participating design engineering work on this project is reimbursed at 80%. The increase to the contract amount is \$61,985.58. The 20% match is funded by Board-approved FY 2017/18 RMRA (SB 1) funding. The project is scheduled for construction in fiscal year 2023/24. This agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Final Design Phase Engineering Services for the "Blairsden-Graeagle Bridge Replacement Project".

Attachment: Amendment No. 2 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc.

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND QUINCY ENGINEERING, INC.

This Second Amendment by and between the COUNTY OF PLUMAS ("County") and Quincy Engineering, Inc., a California Corporation ("Consultant").

- 1. Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and QUINCY ENGINEERING INC have entered into a written Agreement dated _____, 2022, (the "Agreement"), in which QUINCY ENGINEERING INC agreed to provide replacement bridge plans, specifications and coordination for the Blairsden-Graeagle Road Bridge replacement project to Plumas County.
 - b. Because the County and Consultant have mutually identified the following reasons to amend the Original Agreement. Specifically:
 - o Additional Geotechnical Exploration – During final design of the piers, it was discovered the proposed pier foundation loads would be a larger than anticipated and resulted in a pile length that would extend beyond the limits of the previous geotechnical borings at the project site. As such, an additional geotechnical boring was performed at a location closer to the actual proposed pier location and deeper than the previous exploration.
 - o Update Design & 65% Plans – Based on the additional boring and updated soil parameters the design of Pier 2 needed to be changed and the 65% plans needed to be modified.
 - o Utility Coordination – Consultant will assist with coordination of two future utilities planned on the bridge including a 10" diameter Force Water Main and a 6" diameter Force Sewer Main. Both of these utilities are planned for future use by the Graeagle Land & Water Company.

The Consultant has determined that the additional cost is as follows:

- Task 4 – Final Design Reimbursements
 - o Additional Geotechnical Exploration Reallocation \$ 24,557.77
 - o Update design & 65% Plans \$ 18,627.61
 - o Utility Coordination \$ 3,052.20
- Task 4.1 – Utility Coordination \$ 15,748.00

For a total increase of Sixty-One Thousand Nine Hundred Eighty-Five Dollars and Fifty-Eight Cents (\$61,985.58)

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

- a. ARTICLE 1, Section A is amended to read as follows:
 - A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:
The name of the "CONSULTANT" is as follows: Quincy Engineering
Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Scott McCauley, Senior Engineer
The name of the "LOCAL AGENCY" is as follows: Plumas County Department of Public Works
The Contract Administrator for LOCAL AGENCY will be John Mannie, Assistant Director of Public Works

____ Consultants Initials

____ County Initials

B. ARTICLE V, Section H is amended to read as follows:

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Five Hundred Thousand Two Hundred Fifty-Six Dollars and Ninety-One Cents (\$500,256.91).

C. The Attached Exhibit A-1 "Additional Scope of Work". Is added to Exhibit A- Scope of Work and is incorporated herein.

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated _____, 2022, shall remain unchanged and in full force and effect.

COUNTY OF PLUMAS
A political subdivision of the State of California

Kevin Goss, Chair
Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Date: _____

CONSULTANT
Quincy Engineering, Inc.

John S. Quincy, President

Date: _____

Steven L. Mellon, Secretary

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/16/2022

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A – Amendment No. 2 Request

EXHIBIT A-1

Additional Scope of Work

February 11, 2022



John Mannie, PE
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

**Re: Blairsden Graeagle Bridge Replacement Amendment No.2 Request
County Contract No. P.W.R.D 19-01**

Dear Mr. Mannie:

Quincy Engineering Inc. (Quincy) respectfully requests an amendment to the contract for providing professional engineering services for final design for the Blairsden-Graeagle Bridge Replacement Project. Reasons for the requested amendment include the following:

Additional Geotechnical Exploration – Geocon performed geotechnical investigation and preliminary foundation design services as part of the type selection process for this project, under separate contract. During final design of the piers, it was discovered the proposed pier foundation loads would be a larger than anticipated and resulted in a pile length that would extend beyond the limits of the previous geotechnical borings at the project site. As such, Geocon proposed to perform an additional boring that is deeper and closer to the actual proposed pier location. Geocon prepared an amendment to perform the boring as well supplemental analysis and revised draft foundation report including updated pile recommendations, seismic ARS, and Log of Test Borings. In November 2019, the County gave email authorization to Quincy to reallocate existing final design budget to have Geocon perform this work. The amount reallocated to Geocon totaled \$24,557.77 (see attached Geocon subagreement for detailed breakdown). Quincy is now seeking reimbursement for this amount to be added back to Task 4 – Final Design to successfully complete final design.

Update Design & 65% Plans – Based on the additional boring and updated soil parameters the design of Pier 2 required to be changed. The new boring extended 70 feet and discovered rock like material starting approximately 25 feet down. Discussions with drilling contractors and industry experts resulted in a consensus that a large diameter CISS pile could be driven and installed for this project but installation would require use of a vibratory hammer. Caltrans does not allow use of vibratory hammers for CISS pile installation and their use can significantly degrade the shell/soil interface, making analysis/determination of pile capacity difficult prior without installation of test piles. As such, Geocon modified the foundation recommendation to a CIDH pile at this support. This resulted in significant extra effort for Quincy to coordinate with Geocon, update the design of the Pier 2 shaft, and modify the 65% plans. Quincy is seeking reimbursement totaling \$18,627.61 for this extra effort to be added back to Task 4 – Final Design. Detailed backup for this effort is attached.

Utility Coordination – In our original contract, utility coordination services (Task 4.1 – Utility Coordination) was provided by the County. Based on recent conversation with you, the County would now like Quincy to assist with this effort. Quincy has already started on this effort, including coordination with the utility owner, Dan West, including a site visit to discuss concerns and issues of carrying utilities through the bridge. Specifically, Quincy will assist with coordination of two future utilities planned on the bridge. These include a 10" diameter Force Water Main in a full length 16" diameter steel casing and a 6" diameter Force Sewer Main in a full length 12" diameter steel casing. Both of these utilities are planned for future use by the Graeagle Land & Water Company. We understand the County has already verified with Caltrans that the placement of these utilities, including

casing and anchorage to the bridge, are non-participating items in the HBP program. As such, funding for their installation will come elsewhere and is to be determined at this time.

Quincy will provide communication and coordination with the utility companies during final design. Quincy will follow the Caltrans utility relocation process and develop "B" letters, Notice to Owner (NTO) letters ("C" letters), and Reports of Investigations (ROI). Communications with utility owners will be documented in a correspondence log. The Utility Plan sheet submitted as part of the 65% plans will serve as the basis for the utilities present at the site that are in potential conflict. For this task, it is assumed the County will provide all previous utility correspondence including conflict maps previously obtained for the project. It is also assumed that any plans for the sewer and water utilities through the bridge, including anchorage and casing details, will be done by others.

To date, Quincy has expended \$3,052.20 on utility reallocation efforts and is seeking reimbursement totaling \$3,052.20 for this extra effort to be added back to Task 4 – Final Design. Detailed backup for this effort is attached. To successfully complete the utility coordination tasks, we have estimated an additional 80 hours for Task 4.1 – Utility Coordination. A detailed cost breakdown is included in the attached 10-H.

For all the above-mentioned services, Quincy is requesting an amendment approval in the amount of \$61,985.58. The contract summary, including original contract, and proposed effort including reimbursements in this amendment is as follows:

Original Contract not to exceed amount	\$438,271.33
Amendment No. 2:	
Task 4 – Final Design Reimbursements	
Additional Geotechnical Exploration Reallocation	\$ 24,557.77
Update design & 65% Plans	\$ 18,627.61
Utility Coordination	\$ 3,052.20
Task 4.1 – Utility Coordination	\$ 15,748.00
Amendment No.2 not to exceed amount	\$ 61,985.58
Total not to exceed amount (Original Task Order + Amendment No. 2)	\$ 500,256.91

If you have any questions or require additional information, please contact me anytime at the office at (916) 368-9181 or on my cell phone at (530) 400-2946.

Sincerely,
QUINCY ENGINEERING, INC.



Scott McCauley, PE
Project Manager

Attachments:

1. Geocon scope and fee for reallocation
2. Billing detail backup for extra Pier 2 Design Effort
3. Billing detail backup for utility coordination to-date
4. 10H forms for Task 4.1 – Utility Coordination



Blairsden-Graeagle Road at Middle Fork Feather River Bridge Replacement – Supplemental Boring
Plumas County, CA

WORK PLAN

Supplementary Geotechnical Investigation and Updated Geotechnical Design/Foundation Report (GDFR)

Geocon performed geotechnical investigation and preliminary foundation design services as part of the type selection process for this project. The proposed pier foundation will be a large diameter pile that is anticipated to extend beyond the limits of the previous geotechnical borings at the project site. As such, Geocon will explore and evaluate the subsurface conditions near the proposed pier location (top of bank location adjacent to the pier) and provide supplemental design-level geotechnical recommendations for the project. Our investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of an updated Draft and Final combined Geotechnical Design/Foundation Report (GDFR). We propose the following scope of services:

- Review available preliminary design plans to select the exploratory boring location.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine drill rig access.
- Coordinate with the Plumas County Department of Public Works to obtain the necessary environmental health permit (assumed no fee).
- No other permits are anticipated to be required for this project.
- Mark out the exploratory boring location in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- Perform one (1) exploratory boring at the proposed bridge site using a truck- and/or track-mounted drill rig equipped with mud-rotary and flight and/or hollow-stem auger drilling equipment as well as rock core drilling. Planned boring depth will be approximately 90 feet based on conditions encountered.
- Obtain representative disturbed and undisturbed soil samples using a driven Standard Penetration Test (SPT) sampler and California Modified sampler.
- Obtain rock core samples using rock coring drilling methods.
- Log the boring in accordance with Caltrans guidelines.
- Upon completion, backfill the boring with cement grout or in accordance with permit requirements.
- Excess soil cuttings will be spread on site; excess drill fluid will be containerized and transported offsite and disposed of at a licensed waste acceptance facility.
- Perform laboratory tests to evaluate pertinent geotechnical parameters of soil and rock materials.
- Have Abe Construction Services perform one pile drivability study for the large diameter CISS pile proposed for Pier 2 support.
- Analyze field and laboratory data and update our GDFR to include (but not be limited to) the following:
 - Scope of work summary, project description, field exploration program summary.
 - Site Plan showing locations of the exploratory borings.
 - Site geology and subsurface conditions.
 - Summary of laboratory testing program.



- Geologic profiles and engineering parameters, including lateral pile analysis parameters.
- Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
- Corrosion evaluation.
- Bridge foundation recommendations and associated design parameters.
- Design recommendations for wingwall/retaining walls (if any), including recommended foundation type(s), allowable bearing capacity, estimated settlement, and slope stability.
- Approach embankment material and earthwork recommendations.
- Pavement structural section recommendations based on Traffic Indices provided by the design engineer.
- Construction considerations.
- Log of Test Boring (LOTB) sheet(s).

Geocon will submit a draft GDFR for design team review. Geocon will address any comments prior to finalizing the GDFR. LOTBs will be provided in PDF format for inclusion on the project plans.

COST PROPOSAL

Blairsden-Graeagle Road Bridge at Middle Fork Feather River Plumas County, California

Proposal:
CONSULTANT:
Task:

Blairsden-Graeagle Road Bridge at Middle Fork Feather River
Geocon Consultants, Inc.
Supplemental Boring at Pier 2 Location

S1293-05-02P

Date: November 7, 2019

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Associate Engineer/Geologist	Zorne	\$45 - \$70	2	\$60.00	\$ 120.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser	\$35 - \$55	16	\$50.00	\$ 800.00
Senior Project Engineer/Geologist		\$35 - \$45	12	\$40.78	\$ 489.36
Project Engineer/Geologist	Pfeiffer, Dixon	\$30 - \$45	40	\$40.00	\$ 1,600.00
Senior Staff Engineer/Geologist	Fernandez, Guardado	\$25 - \$35	12	\$30.00	\$ 360.00
Engineering/Research Assistant/Technical Illustrator	Hansen	\$35 - \$40	10	\$40.00	\$ 400.00
Word Processor/Technical Editor	Staff	\$15 - \$25	1	\$26.00	\$ 26.00
				<u>93</u>	
				Subtotal Direct Labor Costs	\$ 3,795.36
				Anticipated Salary Increases	\$ -

TOTAL - Direct Labor \$ **3,795.36**

Fringe Benefit

Rate
35.00%

\$1,328.38

TOTAL - Fringe Benefits \$ **1,328.38**

Indirect Costs

Overhead Rate (General and Administrative)

Rate
165.96%

\$6,298.78

TOTAL - Indirect Costs \$ **6,298.78**

FEE

10.00%

TOTAL - Fee \$ **1,142.25**

OTHER COSTS (ACTUAL COSTS)

	Quantity	Unit	Rate	Total
• Per Diem	3	day	\$ 150.00	\$ 450.00
• Vehicle Mileage	600	mile	\$ 0.58	\$ 348.00
• Environmental Health Permit (no fee)	1	each	\$ -	\$ -
• Drilling	1	lump	\$ 9,000.00	\$ 9,000.00
• Drum Haul Off	8	drum	\$ 130.00	\$ 1,040.00
<i>Laboratory Testing</i>				
• Plasticity Index (ASTM D4318)	3	each	\$ 150.00	\$ 450.00
• Sieve Analysis (ASTM D422)	3	each	\$ 100.00	\$ 300.00
• Rock Compressive Strength	3	each	\$ 135.00	\$ 405.00

TOTAL - Other Costs \$ **11,993.00**

Total - Geocon Consultants, Inc. \$ **24,557.77**

SUBCONSULTANT COSTS

* n/a

Total

\$ -

TOTAL - Subconsultants

\$ -

TOTAL COST - NOT TO EXCEED

\$ **24,557.77**

Employee Labor Detail

Employee Labor Detail							Tuesday, February 8, 2022 2:05:33 PM
Murraysmith/Quincy	Labor Code/ Unit	Date	Period	Regular Hours	Total Ovt Hrs	Total Hours	Total Billing
Employee: JAT2 Thornton, James							
Project: 19-P031.00 Final Design Phase Engineering Blairsden							
Phase: 0600 Task 6 - Right of Way							
Task: 0101 Quincy Engineering, Inc. - Survey		2/12/2020	02/2020	1.00		1.00	196.16
Employee: JCC Cruz, Juan							
Project: 19-P031.00 Final Design Phase Engineering Blairsden							
Phase: 0400 Task 4 - Final Design							
Task: 0100 Quincy Engineering, Inc.							
0250:00:00	01/29/2020	01/2020		3.00		3.00	502.80
0250:00:00	03/26/2020	03/2020	Subsequent emails between us and Geotech.	1.00		1.00	167.60
0250:00:00	03/27/2020	03/2020		5.00		5.00	838.00
0250:00:00	04/14/2020	04/2020		.50		.50	83.80
0250:00:00	04/17/2020	04/2020		1.00		1.00	167.60
Design Focus Meeting							
0250:00:00	04/21/2020	04/2020		1.00		1.00	167.60
Design Focus Meeting							
0250:00:00	04/28/2020	04/2020		1.00		1.00	167.60
Design focus meeting/progress meeting							
0250:00:00	05/05/2020	05/2020		1.00		1.00	167.60
0250:00:00	05/06/2020	05/2020		3.00		3.00	502.80
0250:00:00	05/07/2020	05/2020		3.00		3.00	502.80
0250:00:00	06/08/2020	06/2020		8.00		8.00	1,340.80
CAD work and GP estimate							
0250:00:00	06/09/2020	06/2020		8.00		8.00	1,340.80
CAD work and GP estimate							
0250:00:00	06/10/2020	06/2020		8.00		8.00	1,340.80
CAD work and GP estimate							
0250:00:00	06/11/2020	06/2020		4.00		4.00	670.40
CAD work and GP estimate							
0250:00:00	06/12/2020	06/2020		4.00		4.00	670.40
4CAD work and GP estimate							
0250:00:00	06/22/2020	06/2020		1.00		1.00	167.60
Meeting with Scott regarding upcoming field meeting							

Employee Labor Detail							Tuesday, February 8, 2022 2:05:33 PM
	Labor Code/ Unit	Date	Period	Regular Hours	Ovt Hrs	Total Hours	Total Billing
	0250:00:00	6/23/2020	06/2020	5.00		5.00	838.00
CAD Work and updating engineers estimate	0250:00:00	6/24/2020	06/2020	10.00		10.00	1,676.00
Field meeting, returning materials to office	0250:00:00	6/25/2020	06/2020	.50		.50	83.80
finishing notes, pictures							
Total for 0100				68.00		68.00	11,396.80
Total for 0400				68.00		68.00	11,396.80
Project 19-P031.00 Totals				68.00		68.00	11,396.80
Total for Cruz, Juan				68.00		68.00	11,396.80
Employee: JSQ Quincy, John							
Project: 19-P031.00 Final Design Phase Engineering Blairsden							
Phase: 0400 Task 4 - Final Design							
Task: 0100 Quincy Engineering, Inc.							
0230:00:00	4/17/2020	04/2020		1.00		1.00	330.09
Deck rehab meeting and discussions							
Employee: SAM2 McCauley, Scott							
Project: 19-P031.00 Final Design Phase Engineering Blairsden							
Phase: 0200 Task 2 - Project Management							
Task: 0100 Quincy Engineering, Inc.							
0300:00:00	3/3/2020	03/2020		2.00		2.00	444.12
Meeting with Steve about pm transition							
0300:00:00	3/5/2020	03/2020		1.00		1.00	222.06
0300:00:00	4/17/2020	04/2020		2.00		2.00	444.12
Discussion with John and Juan on bridge rehab							
0300:00:00	4/20/2020	04/2020		1.00		1.00	222.06
Internal coord							
0300:00:00	4/28/2020	04/2020		1.00		1.00	222.06
Meeting with Steve and Juan							
0300:00:00	5/5/2020	05/2020		2.00		2.00	444.12
0300:00:00	5/14/2020	05/2020		2.00		2.00	444.12
0300:00:00	6/8/2020	06/2020		.50		.50	111.03
0300:00:00	6/9/2020	06/2020		.50		.50	111.03
0300:00:00	6/15/2020	06/2020		.50		.50	111.03
project coordination							
0300:00:00	6/22/2020	06/2020		2.50		2.50	555.15
0300:00:00	6/23/2020	06/2020		1.50		1.50	333.09
0300:00:00	6/24/2020	06/2020		8.00		8.00	1,776.48
Proj Coord, Site Meeting							
0300:00:00	7/2/2020	07/2020		.50		.50	111.03
Total for 0100				25.00		25.00	5,551.50
Total for 0200				25.00		25.00	5,551.50

Employee Labor Detail		1/1/2020 through 8/31/2020			Tuesday, February 8, 2022 2:05:33 PM		
Labor Code/ Unit	Date	Period	Regular Hours	Out Hrs	Total Hours	Total Billing	
Phase: 0400 Task 4 - Final Design							
Task: 0100 Quincy Engineering, Inc.	03/00/00:00	01/29/2020	1.00		1.00	222.06	
review Lpile info with Juan	03/00/00:00	03/2020	.50		.50	111.03	
pile design coord with Juan	03/00/00:00	03/2020	1.00		1.00	222.06	
	03/00/00:00	03/2020	2.50		2.50	555.15	
Total for 0100			2.50		2.50	555.15	
Total for 0400			27.50		27.50	6,106.65	
Project 19-P031.00 Totals			27.50		27.50	6,106.65	
Total for McCauley, Scott							
Employee: SLM Mellon, Steve							
Project: 19-P031.00 Final Design Phase Engineering Blairsden							
Phase: 0400 Task 4 - Final Design							
Task: 0100 Quincy Engineering, Inc.	02/30/00:00	01/29/2020	.50		.50	138.49	
02/30/00:00	01/30/2020		.50		.50	138.49	
02/30/00:00	02/02/2020		.50		.50	138.49	
02/30/00:00	02/02/2020		.50		.50	138.49	
02/30/00:00	03/2020		1.00		1.00	360.10	
mtg w/Scott M	02/30/00:00	03/30/2020	.50		.50	180.05	
02/30/00:00	03/31/2020		.50		.50	180.05	
02/30/00:00	04/28/2020		1.00		1.00	360.10	
coordination mtg	02/30/00:00	05/7/2020	1.00		1.00	360.10	
review design status/e-mail prepared by Scott Mc	02/30/00:00	05/13/2020	1.00		1.00	360.10	
02/30/00:00	06/2/2020		1.50		1.50	540.15	
discussion w/Scott Mc	02/30/00:00	06/11/2020	.50		.50	180.05	
02/30/00:00	06/12/2020		.50		.50	180.05	
e-mail review and prep for Wednesday mtgt	02/30/00:00	06/24/2020	8.50		8.50	3,060.85	
Field PDT Mtg	02/30/00:00	07/6/2020	1.00		1.00	360.10	
Review and comment field review notes and potential budget request.							
Total for 0100			19.00		19.00	6,675.66	
Total for 0400			19.00		19.00	6,675.66	

Employee Labor Detail		1/1/2020 through 8/31/2020			Tuesday, February 8, 2022 2:05:33 PM	
Labor Code/ Unit	Date	Period	Regular Hours	Ovt Hrs	Total Hours	Total Billing
Phase: 0600 Task 6 - Right of Way						
Task: 0100 Quincy Engineering, Inc.						
0230:00:00	2/6/2020	02/2020	.50		.50	138.49
Easement coordination						
Project 19-P031.00 Totals			19.50		19.50	6,814.15
Total for Mellon, Steve			19.50		19.50	6,814.15
Final Totals			117.00		117.00	24,843.85

Total on Pier 2 Design
& Plan updates =
\$18,627.61

Employee Labor Detail

Murraysmith/Quincy

1/1/2021 through 2/9/2022							Tuesday, February 8, 2022 2:06:48 PM	
	Labor Code/ Unit	Date	Period	Regular Hours	Ovt Hrs	Total Hours	Total Billing	
Employee: SAM2 McCauley, Scott								
Project: 19-P031.00 Final Design Phase Engineering Blairsden								
Phase: 0200 Task 2 - Project Management								
Task: 0100 Quincy Engineering, Inc.								
0300:00:00 03/05/2021 02/2021 .50 .50 105.48								
0300:00:00 04/6/2021 04/2021 1.00 1.00 210.96								
0300:00:00 04/9/2021 04/2021 .50 .50 105.48								
0300:10:CA 11/19/2021 11/2021 .50 .50 111.03								
Utility Coordination								
0300:10:CA 1/18/2022 01/2022 2.00 2.00 474.12								
utility coordination								
0300:10:CA 1/24/2022 01/2022 1.00 1.00 237.06								
0300:10:CA 1/25/2022 01/2022 8.00 8.00 1,896.48								
site visit to County office and talk to Dan West about utility coordination								
0300:10:CA 2/3/2022 02/2022 .50 .50 118.53								
Total for 0100								
Total for 0200								
Phase: 0400 Task 4 - Final Design								
Task: 0100 Quincy Engineering, Inc.								
0300:10:CA 11/1/2021 11/2021 1.00 1.00 222.06								
utility coordination								
0300:10:CA 11/4/2021 11/2021 1.00 1.00 222.06								
utility coordination								
Total for 0100								
Total for 0400								
Project 19-P031.00 Totals								
Total for McCauley, Scott								
Final Totals								

Total on Utility
Coordination to date =
\$3,052.20

**Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts**

	<input checked="" type="checkbox"/> Prime Consultant	<input type="checkbox"/> Subconsultant			
Consultant	<u>Quincy Engineering, Inc.</u>				
Project Name	Blairdsen Graeagle Bridge Replacement Project				
Project No.	19-P031.00	Contract No.	N/A	Date	2/10/2022

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Quincy, John	JSQ	\$75-\$130	0	\$ 110.00	\$ -
Senior Engineer *	McCauley, Scott	SAM	\$50-\$120	10	\$ 79.00	\$ 790.00
Senior Project Manager	Davis, Carolyn	CDD	\$60-\$120	30	\$ 92.70	\$ 2,781.00
Associate Engineer	Cruz, Juan	JCC	\$40-\$85	0	\$ 62.50	\$ -
Associate Engineer	Panayotov, Krassimir	KNP	\$40-\$85	20	\$ 63.84	\$ 1,276.80
Engineering Designer II	Williams, Kevin	KDW	\$36-\$66	0	\$ 43.50	\$ -
Engineering Designer I	Kotsyubuk, Igor	ILK	\$30-\$50	0	\$ 41.07	\$ -
Student Intern	Kotsyubuk, Boris	BK	\$18-\$26	0	\$ 22.00	\$ -
Survey Manager	Irish, Seth	SHI	\$60-\$90	0	\$ 84.00	\$ -
Project Surveyor	Dabu, Alfonso	ADD	\$40-\$70	0	\$ 48.20	\$ -
CAD Manager	Maechler, Bob	BRM	\$34-\$70	0	\$ 54.25	\$ -
CAD Tech	Kenny, Patrick	PSK	\$25-\$60	20	\$ 38.00	\$ 760.00
Administrative Assistant	Jordan, Phyllis	PAJ	\$17-\$55	0	\$ 38.46	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
				80		\$ 5,607.80

LABOR COSTS

a) Subtotal Direct Labor Costs	\$5,607.80
b) Estimated Salary Increases for Multi-Year Project	\$284.92 (see calculation page attached)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$5,892.72

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):	e) Total Fringe Benefits [(c) x (d)]	\$2,298.16
f) Overhead (Rate: 103.95%):	g) Overhead [(c) x (f)]	\$6,125.48
h) General Administration (Rate: 0.0%):	i) Gen & Admin [(c) x (h)]	\$0.00
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$8,423.64

FIXED FEE

k) Fixed Fee (10.0%): l) TOTAL FIXED FEE [(c) + (j)] x (k) \$1,431.64

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	miles @	\$0.585	\$0.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
Vellum	@	\$0.00	
8 1/2 X 11 Reproduction	@	\$0.00	
11 X 17 Reproduction	@	\$0.00	
Mounting Boards for Presentations	@	\$0.00	
Newsletters (Translation and printing)	@	\$0.00	
<i>Subtotal Vendor Reproduction</i>			\$0.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
m) TOTAL OTHER DIRECT COSTS			\$0.00

n) SUBCONSULTANT COSTS (attach detailed cost proposal for each subconsultant)

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] **\$15,748.00**

NOTES:

1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item "b") on attached page.
4. **Note:** Invoices will be based upon actual QEI hourly rates plus overhead at 142.95% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. N/A Date 2/10/2022
3blairden Graeagle Bridge Replacement Project

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 5,607.80	80	= \$70.10	Year 1 Avg Hourly Rate

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

Proposed Escalation = <u>5.0%</u>					
Avg Hourly Rate		Proposed Escalation			
Year 1	\$70.10	+	2.5%	=	\$71.85 Year 1 Avg Hourly Rate
Year 2	\$71.85	+	5.0%	=	\$75.44 Year 2 Avg Hourly Rate
Year 3	\$75.44	+	5.0%	=	\$79.21 Year 3 Avg Hourly Rate
Year 4	\$79.21	+	5.0%	=	\$83.17 Year 4 Avg Hourly Rate
Year 5	\$83.17	+	5.0%	=	\$87.33 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	16.00%	*	80.0	= 12.8 Estimated Hours Year 1
Year 2	30.00%	*	80.0	= 24.0 Estimated Hours Year 2
Year 3	50.00%	*	80.0	= 40.0 Estimated Hours Year 3
Year 4	4.00%	*	80.0	= 3.2 Estimated Hours Year 4
Year 5	0.00%	*	80.0	= 0.0 Estimated Hours Year 5
Total	100%		Total	= 80.0

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

Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$70.10	*	13	= \$897.25 Estimated Hours Year 1
Year 2	\$71.85	*	24	= \$1,724.40 Estimated Hours Year 2
Year 3	\$75.44	*	40	= \$3,017.60 Estimated Hours Year 3
Year 4	\$79.21	*	3	= \$253.47 Estimated Hours Year 4
Year 5	\$83.17	*	0	= \$0.00 Estimated Hours Year 5
		Total Direct Labor Cost with Escalation	=	\$5,892.72
		Direct Labor Subtotal before Escalation	=	\$5,607.80
		Estimated total of Direct Labor Salary Increase	=	\$284.92 Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon, P.E. Title *: Principal Engineer
Signature: R. Brent Lemon Date of Certification (mm/dd/yyy): 01/04/2021
Email: brentl@quincyeng.com Phone Number: 916.368.9181
Address: 11017 CobbleRock Drive Suite 100 Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

List services here

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

**CONSENT AGENDA REQUEST**

For the August 2nd, 2022 meeting of the Plumas County Board of Supervisors

Date: July 25, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink that reads "John Mannle".

Subject: **Authorize Execution of Amendment No. 3 to the Professional Services Agreement
between the County of Plumas and Quincy Engineering, Inc. for Final Design
Phase Engineering Services for the “Keddie Resort Bridge Replacement Project”**

Project Background:

Quincy Engineering, Inc. is currently providing design engineering services in support of the Keddie Resort Bridge Replacement Project. The bridge project is located on Keddie Resort Road over the Spanish Creek.

There are additional tasks to finalize plans, specifications and engineer's estimate needed to obtain construction authorization from the Caltrans' Local Assistance Program. Contract amendment No. 3 outlining these tasks is attached. The project is funded by the federal Highway Bridge Program (HBP). All HBP participating work on this project is reimbursed at 100%. The increase to the contract amount is \$67,035.00. The project is scheduled for construction in fiscal year 2023/24. This agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 3 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for design engineering services for the Keddie Resort Bridge Replacement Project.

Attachment: Amendment No. 3 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc.

**THIRD AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND QUINCY ENGINEERING, INC.**

This Third Amendment by and between the COUNTY OF PLUMAS ("County") and Quincy Engineering, Inc., a California Corporation ("Consultant").

- 1. Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and QUINCY ENGINEERING INC have entered into a written Agreement dated June 24, 2011, (the "Agreement"), in which QUINCY ENGINEERING INC agreed to provide professional engineering services, including environmental clearance studies (NEPA,CEQA), bridge type selection, and design for the replacement of the Keddie Bridge (No. 9C-0034) on Keddie Resort Road in Plumas County, California
 - b. Because the County and Consultant have mutually identified the following reasons to amend the Original Agreement. Specifically:
 - o Revise the plans and estimate to modify the bridge rail in accordance with current MASH testing and safety standards
 - o Revise the plans and estimate to modify the approach railing from timber railing to a MASH approved approach railing
 - o Review utility relocation plans and coordinate with utility companies to ensure plans and agreements are current
 - o Provide County with right-of-way support and update plans to reflect changes to TCE and R/W takes.
 - o Revise the project technical specifications to conform with the current 2018 Caltrans Standard Specifications
 - o Re-submit 100% plans, specifications, and estimate
 - o Respond to 1 final round of County comments on the 100% PS&E resubmittal
 - o Submit final signed PS&E

The Consultant has determined that the additional cost is as follows:

Total increase of Sixty-Seven Thousand Thirty-Five Dollars (\$67,035.00)

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

A. Section 6.3 Project managers is amended to read as follows:
The Director of Public Works designates John Mannle, Director of Public Works as Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant designates Scott McCauley, Senior Engineer as Project Manager who shall represent it and be its agent in all consultations with the County during the term of the Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by the County.

B. Section 2.1 Compensation is amended to read as follows:
Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B", attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's compensation shall in no case be greater than Seven Hundred Sixteen Thousand Thirty-Eight Dollars and Thirty-Seven Cents (\$716,038.37)

Consultants Initials

County Initials

C. The Attached Exhibit A-1 "April 6, 2022 Letter" is added to Exhibit A- Scope of Work and Exhibit B – Fee Schedule and is incorporated herein.

3. Effectiveness of Agreement: Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated June 24, 2011 shall remain unchanged and in full force and effect.

COUNTY OF PLUMAS
A political subdivision of the State of California

Kevin Goss, Chair
Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Date: _____

CONSULTANT
Quincy Engineering, Inc.

John S. Quincy, President

Date: _____

Steven L. Mellon, Secretary

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

Date: 6/21/2022 _____

Taxpayer ID Number – 68-0231292

April 6, 2022



John Mannie, PE
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

**Re: Keddie Resort Road Bridge Replacement Project - Amendment No. 3 Request
County Contract No. P.W.R.D 11-069**

Dear Mr. Mannie:

Quincy Engineering Inc. (Quincy) respectfully requests an amendment to the contract to successfully complete the PS&E package for the Keddie Resort Road Bridge Replacement Project. Remaining effort to complete the PS&E includes the following:

- Revising the plans and estimate to modify the bridge rail in accordance with current MASH testing and safety standards
- Revising the plans and estimate to modify the approach railing from timber railing to a MASH approved approach railing
- Review utility relocation plans and coordinate with utility companies to ensure plans and agreements are current
- Provide County with right-of-way support and update plans to reflect changes to TCE and R/W takes
- Revise the project technical specifications to conform with the current 2018 Caltrans Standard Specifications
- Re-submit 100% plans, specifications, and estimate
- Respond to 1 final round of County comments on the 100% PS&E resubmittal
- Submit final signed PS&E

For all the above-mentioned services, Quincy is requesting an amendment approval in the amount of \$67,035. A detailed scope of work and proposed cost breakdown is included with this submittal. Effort for providing support for obtaining permits, bidding assistance, and construction support are not included with this amendment request, and will be included with future amendment request once the project nears construction. The contract summary, including original contract, and proposed effort included in this amendment is as follows:

Original Contract not to exceed amount	\$524,003.37
Amendment No. 2 not to exceed amount	\$125,000.00
Amendment No. 3 not to exceed amount	\$ 67,035.00
Total not to exceed amount	\$ 716,038.37

If you have any questions or require additional information, please contact me anytime at the office at (916) 368-9181 or on my cell phone at (530) 400-2946.

Sincerely,

QUINCY ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Scott McCauley".

Scott McCauley, PE Project Manager



SCOPE OF WORK

This work plan is based on our understanding of the current state of the project and the items required to finalize the PS&E. Below is a list of itemized tasks and anticipated deliverables.

Task 1 – Project Management

Additional Project Management is required due to the timing of the project beyond the originally expected timeframe and the changes mentioned herein. This includes project management, tracking, and communication of project engineering design budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT).

Quincy will coordinate, organize, and lead Project Team Meetings. A total of 2 video conference meetings are assumed.

Task 2 – Revise/Update Plans

Quincy will update the road and bridge plans to reflect the design changes and be revised to conform to the latest 2018 Caltrans Standard Plans.

The bridge barrier will be updated to the Caltrans Standard ST-70SM side mounted barrier. The ST-70SM is a MASH-compliant TL-4 rated 42" vehicular height/42" bicycle railing height steel post-&-beam style bridge rail. Based on recent correspondence with Caltrans, we understand the rail is approved for use but has been temporarily pulled from the online webpage for the Bridge Standard Detail Sheets (XS Sheets) while a patent is pursued by Caltrans Legal for the spring assembly.

The approach railing on the road plans will also be updated to conform to the latest MASH approved requirements as appropriate. It may be more appropriate to document a design exception to avoid environmental and right of way impacts that may result from providing the full standard MASH approved rail systems. QEI will work with the County to determine the best solution that will comply with federal funding requirements.

Quincy will also update the plans to reflect the latest right-of-way and TCE information, provided by the County.

Task 3 - Calculations Revisions

Both bridge design calculations and independent check calculations will be updated with the barrier revisions. Changes to calculations and plans will be reviewed and reconciled between designer and independent checker. For this task, it is assumed all design criteria is current and will not require updating, including seismic design.

Task 4 – Utility Coordination

Quincy understands the 2021 Dixie Fire spread to the project vicinity and may have impacted nearby utilities. Quincy will visit the site to visually observe the previously documented utilities and determine if updates to proposed utility relocations are necessary. For this task, it is assumed that the Frontier communication utility and PG&E utility were affected; no other utilities are present or require changes. Prior to the site visit, Quincy will perform outreach to the utility companies to obtain any available updated information and invite them to the site

visit. Quincy will update utility correspondence log, "B" letters, Notice to Owner (NTO) letters ("C" letters), and Reports of Investigations (ROI). The plans will be updated with the latest utility information including planned relocations.

Task 5 – Revise/Update Specifications

Quincy will update the technical project special provisions based on the latest 2018 Caltrans Standard Specifications and Special Provisions (SSP). The Team will provide an electronic copy of the specifications for the County's review.

Task 6 – Revise/Update Quantities & Estimate

Quincy will update each set of bridge quantities to reflect the changes made with revised design. The marginal estimate will also be updated to reflect the most recent unit price information available from the Caltrans Cost Database as well as recent similar projects.

Task 7 – Re-Submit 100% PS&E

The 100% plans, specifications, and estimate will be submitted to the County for review.

Task 8 - Address County Comments

Upon receiving review comments from the County, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved via telephone/email as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

Task 9 – Expedite PS&E/RE Pending File

Once all comments have been addressed, a final PS&E package will be submitted to the County and include an electronic copy of half-sized plans, the special provisions for bidding purposes, and the final cost estimate. It is assumed that the County will compile and duplicate the actual bid documents for advertising. Quincy will also submit a RE pending file to the County including full-size Deck Contours (4-scales), design cross sections, and any project specific notes to the RE.

Cost Proposal

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Consultant Prime Consultant Subconsultant
Quincy Engineering, Inc.
 Project Name Keddie Resort Road Bridge Replacement Project
 Project No. P03-600 Contract No. 11-069 Date 4/6/2022

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Quincy, John	JSQ	\$75-\$130	0	\$ 110.00	\$ -
Senior Engineer *	McCauley, Scott	SAM	\$50-\$120	42	\$ 79.00	\$ 3,318.00
Senior Engineer	Gallagher, Kelly	KJG	\$50-\$120	24	\$ 84.18	\$ 2,020.37
Senior Project Manager	Davis, Carolyn	CDD	\$60-\$120	32	\$ 92.70	\$ 2,966.40
Associate Engineer	Cruz, Juan	JCC	\$40-\$85	48	\$ 62.50	\$ 3,000.00
Engineering Designer II	Hanson, Ashley	AMH	\$36-\$66	40	\$ 42.41	\$ 1,696.50
Engineering Designer I	Kotsyubuk, Igor	ILK	\$30-\$50	16	\$ 41.07	\$ 657.12
Associate Engineer	Panayotov, Krassimir	KNP	\$40-\$85	68	\$ 63.84	\$ 4,341.12
CAD Manager	Maechler, Bob	BRM	\$34-\$70	4	\$ 54.25	\$ 217.00
CAD Tech	Kenny, Patrick	PSK	\$25-\$60	48	\$ 38.00	\$ 1,824.00
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		322		\$ 20,040.51

LABOR COSTS

a) Subtotal Direct Labor Costs

\$20,040.51

b) Estimated Salary Increases for Multi-Year Project

\$0.00

(see calculation page attached)

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$20,040.51

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):

e) Total Fringe Benefits [(c) x (d)] \$7,815.80

f) Overhead (Rate: 103.95%):

g) Overhead [(c) x (f)] \$20,832.11

h) General Administration (Rate: 0.0%):

i) Gen & Admin [(c) x (h)] \$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$28,647.90

FIXED FEE

k) Fixed Fee (10.0%):

l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$4,868.84

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)

350 miles @ \$0.585 \$204.75

Pier Diem/ Hotel

days @ \$150.00 \$0.00

Delivery

@ \$0.20 \$0.00

Vendor Reproduction

Vellum @ \$0.00

81/2 X 11 Reproduction @ \$0.00

11 X 17 Reproduction @ \$0.00

Mounting Boards for Presentations @ \$0.00

Newsletters (Translation and printing) @ \$0.00

Subtotal Vendor Reproduction @ \$0.00

Title Report

0 @ \$0.00 \$0.00

Miscellaneous

\$0.00

m) **TOTAL OTHER DIRECT COSTS** \$204.75 \$204.75n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Mark Thomas \$3,296.00

DEA \$9,977.00

0 \$0.00

0 \$0.00

0 \$0.00

0 \$0.00

0 \$0.00

0 \$0.00

0 \$0.00

\$13,273.00

\$13,273.00

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$67,035.00

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 142.95% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

PAGE 2 OF 3

Consultant Quincy Engineering, Inc.

Contract No. 11-069

Date 4/6/2022

Ledge Resort Road Bridge Replacement Project

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 20,040.51	322	= \$62.24	Year 1 Avg Hourly Rate

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

Proposed Escalation = 5.0%			
Avg Hourly Rate	Proposed Escalation		
Year 1 \$62.24	+	2.5%	= \$63.79 Year 1 Avg Hourly Rate
Year 2 \$63.79	+	5.0%	= \$66.98 Year 2 Avg Hourly Rate
Year 3 \$66.98	+	5.0%	= \$70.33 Year 3 Avg Hourly Rate
Year 4 \$70.33	+	5.0%	= \$73.85 Year 4 Avg Hourly Rate
Year 5 \$73.85	+	5.0%	= \$77.54 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1 100.00%	*	322.0	= 322.0	Estimated Hours Year 1
Year 2 0.00%	*	322.0	= 0.0	Estimated Hours Year 2
Year 3 0.00%	*	322.0	= 0.0	Estimated Hours Year 3
Year 4 0.00%	*	322.0	= 0.0	Estimated Hours Year 4
Year 5 0.00%	*	322.0	= 0.0	Estimated Hours Year 5
Total	100%	Total	= 322.0	

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

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$62.24	*	322	= \$20,040.51 Estimated Hours Year 1
Year 2 \$63.79	*	0	= \$0.00 Estimated Hours Year 2
Year 3 \$66.98	*	0	= \$0.00 Estimated Hours Year 3
Year 4 \$70.33	*	0	= \$0.00 Estimated Hours Year 4
Year 5 \$73.85	*	0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation		=	\$20,040.51
Direct Labor Subtotal before Escalation		=	\$20,040.51
Estimated total of Direct Labor Salary Increase		=	\$0.00 Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon, P.E. Title *: Principal Engineer
Signature: R. Brent Lemon Date of Certification (mm/dd/yy): 01/04/2021
Email: brentl@quincyeng.com Phone Number: 916.368.9181
Address: 11017 CobbleRock Drive Suite 100 Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

List services here

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant: Mark Thomas & Company, Inc.

Project No.

Contract No.

Date

4/4/2022

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$120 - \$150		\$ 142.54	\$ -
Sr. Engineering Manager		\$99 - \$131		\$ 119.80	\$ -
Engineering Manager		\$89 - \$115	1	\$ 103.56	\$ 103.56
Practice Area Leader		\$89 - \$115		\$ 103.56	\$ -
Sr. Project Manager		\$69 - \$99	8	\$ 86.24	\$ 689.95
Sr. Technical Lead		\$69 - \$99		\$ 84.44	\$ -
Project Manager		\$60 - \$81		\$ 70.37	\$ -
Technical Lead		\$60 - \$81		\$ 70.37	\$ -
Sr. Project Engineer		\$51 - \$71	4	\$ 60.62	\$ 242.49
Sr. Technical Engineer		\$51 - \$71		\$ 60.62	\$ -
Project Engineer		\$46 - \$65		\$ 53.05	\$ -
Design Engineer II		\$39 - \$58		\$ 46.19	\$ -
Design Engineer I		\$30 - \$51		\$ 37.89	\$ -
Planner II		\$30 - \$50		\$ 38.25	\$ -
Sr. Technician		\$36 - \$57		\$ 46.91	\$ -
Technician		\$24 - \$46		\$ 31.75	\$ -
Planner I		\$22 - \$38		\$ 30.67	\$ -
Intern		\$15 - \$35		\$ 21.65	\$ -
Survey Division Manager		\$90 - \$115		\$ 106.45	\$ -
Sr. Survey Manager		\$66 - \$90		\$ 80.47	\$ -
Survey Manager		\$57 - \$78		\$ 71.81	\$ -
Sr. Project Surveyor		\$54 - \$73		\$ 63.87	\$ -
Project Surveyor		\$49 - \$68		\$ 58.46	\$ -
Sr. Surveyor		\$40 - \$62		\$ 50.16	\$ -
Surveyor		\$35 - \$53		\$ 42.94	\$ -
Lead Survey Technician		\$46 - \$65		\$ 53.05	\$ -
Sr. Survey Technician		\$29 - \$57		\$ 42.58	\$ -
Survey Technician		\$25 - \$43		\$ 32.48	\$ -
Survey Intern		\$15 - \$35		\$ 26.70	\$ -
Single Chief*		\$47 - \$66		\$ 58.10	\$ -
Single Instrumentman*		\$43 - \$61		\$ 53.05	\$ -
Single Chainman*		\$41 - \$60		\$ 53.05	\$ -
Apprentice*		\$20 - \$55		\$ 35.00	\$ -
1 Person Field Crew*		\$47 - \$66		\$ 58.10	\$ -
2 Person Field Crew*		\$88 - \$117		\$ 106.45	\$ -
3 Person Field Crew*		\$108 - \$160		\$ 142.54	\$ -
Sr. LAUD Division Manager		\$80 - \$100		\$ 90.57	\$ -
LAUD Division Manager		\$72 - \$94		\$ 83.36	\$ -
Sr. LAUD Project Manager		\$61 - \$84		\$ 78.67	\$ -
LAUD Project Manager		\$57 - \$76		\$ 68.20	\$ -
Landscape Architect		\$35 - \$67		\$ 47.99	\$ -
Landscape Designer II		\$25 - \$55		\$ 38.25	\$ -
Landscape Designer I		\$20 - \$40		\$ 30.67	\$ -
Landscape Intern		\$15 - \$35		\$ 21.29	\$ -
District Manager-Engineer		\$95 - \$115		\$ 107.53	\$ -
Deputy District Manager		\$85 - \$110		\$ 98.87	\$ -
Operations Manager		\$75 - \$99		\$ 86.24	\$ -
Sr. Sanitary Project Engineer		\$65 - \$90		\$ 76.50	\$ -
Sanitary Project Engineer		\$61 - \$87		\$ 68.56	\$ -

Associate Sanitary Engineer		\$48 - \$70		\$ 58.10	\$ -
Assistant Sanitary Engineer		\$44 - \$62		\$ 50.52	\$ -
Sr. Inspector*		\$38 - \$57		\$ 45.11	\$ -
Inspector*		\$30 - \$50		\$ 37.17	\$ -
Inspector - Apprentice*		\$20 - \$44		\$ 26.70	\$ -
Area Manager - CM		\$102 - \$130		\$ 121.25	\$ -
Division Manager - CM		\$88 - \$112		\$ 101.04	\$ -
Sr. Project Manager - CM		\$78 - \$99		\$ 90.57	\$ -
Project Manager - CM		\$72 - \$93		\$ 82.27	\$ -
RE/Structural Representative		\$76 - \$95		\$ 80.83	\$ -
Asst. Resident Engineer*		\$57 - \$76		\$ 70.37	\$ -
Inspector - CM*		\$57 - \$76		\$ 70.37	\$ -
Office Engineer		\$40 - \$62		\$ 50.52	\$ -
Office Technician		\$20 - \$39		\$ 26.70	\$ -
Expert Witness		\$130 - \$168		\$ 158.77	\$ -
Strategic Consulting		\$130 - \$168		\$ 158.77	\$ -
Sr. Funding Specialist		\$50 - \$73		\$ 61.34	\$ -
Funding Specialist		\$40 - \$62		\$ 50.52	\$ -
Sr. Project Accountant		\$40 - \$69	1	\$ 59.54	\$ 59.54
Project Accountant		\$32 - \$52		\$ 40.78	\$ -
Sr. Project Coordinator		\$36 - \$58	2	\$ 46.91	\$ 93.82
Project Coordinator		\$28 - \$48		\$ 37.17	\$ -
Sr. Project Assistant		\$28 - \$48		\$ 36.81	\$ -
Project Assistant		\$20 - \$39		\$ 27.79	\$ -
Sr. Technical Writer		\$29 - \$52		\$ 42.94	\$ -
Technical Writer		\$20 - \$40		\$ 28.15	\$ -
Sr. Graphic Manager		\$47 - \$65		\$ 55.93	\$ -
Sr. Graphic Designer		\$36 - \$58		\$ 48.35	\$ -
Graphic Designer		\$31 - \$50		\$ 40.78	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 1,189.36
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,189.36

INDIRECT COSTS

d) Fringe Benefits (Rate: 93.92%)	e) Total Fringe Benefits [(c) x (d)] \$ 1,117.05
f) Overhead & G&A (Rate: 58.01%)	g) Overhead [(c) x (f)] \$ 689.95
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)] \$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 1,807.00
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 299.64

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
	m) TOTAL SUBCONSULTANTS' COSTS \$ -
	n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 3,296.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

Project No. _____ Contract No. _____ Date 4/4/2022

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

Direct Labor Subtotal		Total Hours	Avg Hourly	5 Year Contract
per Cost Proposal		per Cost Proposal	Rate	Duration
\$	1,189.36	16	=	\$ 74.34 Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation	=	
Year 1	\$ 74.34	+ 5%	=	\$ 78.05 Year 2 Avg Hourly Rate
Year 2	\$ 78.05	+ 5%	=	\$ 81.95 Year 3 Avg Hourly Rate
Year 3	\$ 81.95	+ 5%	=	\$ 86.05 Year 4 Avg Hourly Rate
Year 4	\$ 86.05	+ 5%	=	\$ 90.35 Year 5 Avg Hourly Rate

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

	Estimated %	Total Hours	Total Hours
	Completed Each Year	per Cost Proposal	per Year
Year 1	40.00%	* 16.0	= 6.4 Estimated Hours Year 1
Year 2	30.00%	* 16.0	= 4.8 Estimated Hours Year 2
Year 3	30.00%	* 16.0	= 4.8 Estimated Hours Year 3
Year 4	0.00%	* 16.0	= 0.0 Estimated Hours Year 4
Year 5	0.00%	* 16.0	= 0.0 Estimated Hours Year 5
Total	100%	Total	= 16.0

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

	Avg Hourly Rate	Estimated hours	Cost per Year
	(calculated above)	(calculated above)	
Year 1	\$ 74.34	* 6	= \$ 475.75 Estimated Hours Year 1
Year 2	\$ 78.05	* 5	= \$ 374.65 Estimated Hours Year 2
Year 3	\$ 81.95	* 5	= \$ 393.38 Estimated Hours Year 3
Year 4	\$ 86.05	* 0	= \$ - Estimated Hours Year 4
Year 5	\$ 54.12	* 0	= \$ - Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$ 1,243.78
Direct Labor Subtotal before Escalation			= \$ 1,189.36
Estimated total of Direct Labor Salary Increase			= \$ 54.41 Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: R. M. Brogan

Date of Certification: 04/04/2022

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

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

List services the consultant is providing under the proposed contract:

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	= \$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$50.00	+	3%	=	\$51.50 Year 2 Avg Hourly Rate
Year 2	\$51.50	+	3%	=	\$53.05 Year 3 Avg Hourly Rate
Year 3	\$53.05	+	3%	=	\$54.64 Year 4 Avg Hourly Rate
Year 4	\$54.64	+	3%	=	\$56.28 Year 5 Avg Hourly Rate
Year 5	\$56.28	+	3%	=	\$57.96 Year 6 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20.0%	*	5000 = 1000	Estimated Hours Year 1
Year 2	20.0%	*	5000 = 1000	Estimated Hours Year 2
Year 3	20.0%	*	5000 = 1000	Estimated Hours Year 3
Year 4	20.0%	*	5000 = 1000	Estimated Hours Year 4
Year 5	20.0%	*	5000 = 1000	Estimated Hours Year 5
Total	100.0%	Total	= 5000	

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

	Avg Hourly Rate (calculated above)	Estimate hours (calculated above)	Cost per Year	
Year 1	\$50.00	*	1000 = \$50,000.00	Estimated Hours Year 1
Year 2	\$51.50	*	1000 = \$51,500.00	Estimated Hours Year 2
Year 3	\$53.05	*	1000 = \$53,045.00	Estimated Hours Year 3
Year 4	\$54.64	*	1000 = \$54,636.35	Estimated Hours Year 4
Year 5	\$56.28	*	1000 = \$56,275.44	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$ 265,456.79	
Direct Labor Subtotal before Escalation			= \$ 250,000.00	
Estimated total of Direct Labor Salary Increase			= \$ 15,456.79	Transfer to Page 1

NOTES:

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

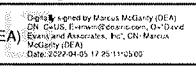
EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Marcus McGarityTitle*: Senior Vice President, CFOSignature: 

Marcus McGarity (DEA)

Date of Certification (mm/dd/yyyy): 04/05/2022Email: mwm@deainc.comPhone Number: 503-223-6663Address: 2100 S River Parkway, Suite 100; Portland, OR 97201

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

List services the consultant is providing under the proposed contract:

Bridge Engineering

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: David Evans and Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 177.45 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money .17 % (if applicable)

Fiscal period * November 1, 2020 - October 30, 2021

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23, United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

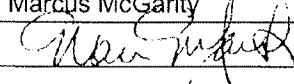
All A&E Contract Information:

- Total participation amount \$ 132,856,489 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 28.
- Years of consultant's experience with 48 CFR Part 31 is 43.
- Audit history of the consultant's current and prior years (if applicable)
 Cognizant ICR Audit Local Gov't ICR Audit Caltrans ICR Audit
 CPA ICR Audit Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Marcus McGarity

Title**: Chief Financial Officer / Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 03/24/2022

Email**: MMcGarity@deainc.com

Phone Number**: 503.499.0598

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.**
Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Sean Graham, Solid Waste Manager - John Mannle, P.E., Director of Public Works

AGENDA REQUEST

For the August 2, 2022 Meeting of the Board of Supervisors

Date: July 25, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Approval of an Amendment to the existing contract between Plumas County and VESTRA Resources, Inc. (PWSW21-002) to increase the total compensation to \$107,629.50 to cover increased costs due to regulatory changes for testing and sampling at landfills by the Central Valley Regional Water Quality Control Board.



BACKGROUND:

Plumas County Department of Public Works has an existing agreement with Vestra Resources, Inc. to perform various State-required sampling and analysis work at Gopher Hill Landfill. This contract, PWSW 21-002, executed on September 14th, 2021 had a stipulated total compensation of \$85,950. Due to the decisions made by the Central Valley Regional Water Quality Control Board for changes to sampling and reporting requirements, the contract amount will need to be increased for work during the 2022 calendar year.

The attached amendment, approved as to form by County Counsel, increases the total compensation, not to exceed, to \$107,629.50. The source of funding for this contract is the Plumas County Public Works Solid Waste Fund and does not impact the Plumas County General Fund.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the Board of Supervisors to execute the attached amendment revising PWSW 21-002's total compensation not to exceed amount to \$107,629.50.

ATTACHMENT:

Amendment No. 1 to Public Works Solid Waste Contract 21-002 (PWSW21-002)

**AMENDMENT NO. 1 TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND VESTRA RESOURCES, INC.**

This First Amendment to **Public Works Solid Waste Contract 21-002** ("PWSW 21-002") is made on _____, 2022, between **PLUMAS COUNTY**, a political subdivision of the State of California ("COUNTY"), and **VESTRA Resources, Inc.**, a California Corporation ("CONSULTANT") who agrees as follows:

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

- a. PLUMAS COUNTY and VESTRA Resources, Inc. have entered into the written Agreement dated September 14th, 2021, Public Works Solid Waste Contract 21-002 (PWSW 21-002), in which VESTRA Resources, Inc. agreed to provide professional compliance support services at the Gopher Hill Landfill to Plumas County.
- b. The parties desire to change the Agreement because the routine monitoring and reporting budget detailed in PWSW 21-002 is at risk of being exceeding during the 2022 calendar year due to actions involving the Central Valley Regional Water Control Board and the tentative revised Water Discharge Requirement.

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

- a. Paragraph "2" is amended to read as follows:

Compensation. COUNTY shall pay CONSULTANT 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 CONSULTANT under this agreement shall not exceed One Hundred and Seven Thousand, Six Hundred and Twenty Nine Dollars and Fifty Cents (\$107,629.50).

3. Effectiveness of Agreement: Except as set forth in this first amendment to Agreement PWSW 21-002, all provisions of the Agreement dated September 14th, 2021, shall remain unchanged and in full force and effect.

FOR VESTRA RESOURCES, INC

Wendy Johnson, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

John Mannle, P.E. Director of Public Works

Date: _____

APPROVED:

Kevin Goss, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

Heidi White, Clerk of the Board

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

7/13/2022



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
Info@vestra.com | www.vestra.com

June 10, 2022

GIS, Environmental, & Engineering Services

702006

Mr. John Mannle
Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Via Email
johnmannle@countyofplumas.com

**RE: Professional Compliance Support
Gopher Hill Landfill
Amendment to PWSW 21-002**

Dear Mr. Mannle:

Attached is a Scope of Work covering supplementary compliance activities at the Gopher Hill Landfill. Due to comments, inspections, and other actions involving the Central Valley Regional Water Control Board and their review of the recently submitted Joint Technical Document and tentative revised Waste Discharge Requirement, the routine monitoring and reporting budget for the landfill is at risk of being exceeded during the 2022 calendar year. This Scope covers supplementary funds to continue routine monitoring and reporting for the remainder of the 2022 calendar year. Note that previously estimated costs for the 2023 and 2024 calendar years are not affected. An amendment to our existing contract would cover only the remainder of the 2022 calendar year.

If you find these items satisfactory, please feel free to use the exhibits in preparation of a contract amendment for VESTRA's consideration.

Thank you. We look forward to working with you. If you have any questions, please contact me at 530-223-2585.

Sincerely,

VESTRA Resources, Inc.

A handwritten signature in black ink, appearing to read "Jason Antognini".

Jason Antognini
Project Manager

CC: Sean Graham, Solid Waste Division
Rob Thorman, Assistant Director
Wendy Johnston, VESTRA
Connie Ebinger, VESTRA

Exhibit "A"
SCOPE OF WORK
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
CONTRACT PWSW 21-002
2022 ADDENDUM

INTRODUCTION

This contract amendment is needed to cover unforeseen expenses associated with the recent permit review of the site and to ensure funding for requiring monitoring at the site for the remainder of the 2022 calendar year. The current budget was impacted due to additional Regional Water Quality Control Board (RWQCB) involvement in the recently submitted Joint Technical Document (JTD) and tentative new Waste Discharge Requirements (WDRs). Discussion and revision to the WDRs, as well as requests for additional data from the RWQCB, required greater staff time than was anticipated when the JTD budget was originally drafted. The resulting work was necessary to ensure that the new WDRs reflected site conditions and did not impose onerous monitoring and reporting burdens on the County. No budget for this work was included in the 2022 budget; however, the majority of the work continued into the 2022 calendar year, including a pre-permit site visit, thus consuming the budget originally set aside for monitoring and reporting at the Gopher Hill Landfill.

Work needed to complete these tasks is outlined below.

REVISIONS TO SCOPE OF WORK

Task 1 JTD/WDR Review

As previously stated, no budget for additional JTD response and WDR revision was included in the 2022 budget, as we anticipated all work would be completed back in 2020. Due to the COVID pandemic and related RWQCB delays, the document was not completed and submitted until 2021. The RWQCB requested revisions in 2022 and finally completed the draft WDRs in early 2022.

Contract PWSW 19-001 (July 1, 2018, to June 30, 2021) included \$17,400 to complete the JTD, of which \$3,223 was expended prior to contract termination. To date, under PWSW 21-002, we have expended \$20,479.50 for the JTD/ROWD/WDR revision. This work was not included in the PWSW 21-002 budget, and is covered under this Addendum.

Task 2 Leachate and Groundwater Sampling and Analysis

Leachate and groundwater sampling remain the same as under our previous contract, with one change required in the new updated WDRs. The new WDRs are expected to go into effect in August of this year after approval by the RWQCB. Sampling points and constituents remain the same except for volatile organic compounds (VOCs).

Compared to the prior WDRs, the new WDRs require that all the groundwater monitoring wells be sampled for VOCs. The previous WDRs only required sampling of Monitoring Wells GHL-5a and GHL-6. The revised cost of these additional analyses is included in this estimate. One more sampling event, scheduled for mid-July, remains to be completed in 2022.

The estimated cost for the additional laboratory analysis is \$1,200 per event with one event remaining in 2022.

Task 3 Data Evaluation and Reporting

The annual monitoring report, included in the second semi-annual 2022 monitoring report, will include additional reporting and analysis requirements. Other than the reporting of additional VOC results, no changes to this task from our previous contract are anticipated. No additional costs are anticipated associated with these requirements.

Two quarterly inspections and the annual pre-winterization inspection of the Gopher Hill Landfill remain to be completed during 2022. Quarterly inspections are conducted concurrently with sampling and the annual pre-winterization inspection. The Annual Facility Inspection/Winterization Report will also need to be submitted in November of 2022. No changes from the original cost estimate are anticipated.

Exhibit "B"
COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
CONTRACT PWSW 21-002
2022 ADDENDUM

The costs for the Addendum items included in the Scope of Work are as follow:

Task 1 JTD/WDR Review (\$20,479.50)

To date, under PWSW 21-002, \$20,479.50 has been expended for the JTD/ROWD/WDR revision and was not included in the PWSW 21-002 budget. This cost is covered under this Addendum.

Task 2 Leachate and Groundwater Sampling and Analysis (\$1,200/Event)

Leachate and groundwater sampling remain the same as under our previous contract, with one change required in the new updated WDRs. The estimated cost for the additional laboratory analysis is \$1,200 per event.

Exhibit "C"

VESTRA 2022 RATE SCHEDULE

PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL

CONTRACT PWSW 21-002

2022 ADDENDUM (UPDATED w/ 2022 RATE SCHEDULE)

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$95.00 - \$120.00
Regulatory Compliance Specialist	\$90.00 - \$120.00
Environmental GIS Analyst	\$90.00 - \$120.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$95.00 - \$120.00
Associate Hydrologist	\$95.00 - \$120.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$120.00 - \$180.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$140.00 - \$190.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$140.00 - \$160.00
Senior Engineer	\$145.00 - \$190.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	Varies
Per Diem	
Lodging (per person/day)	Varies
Meals and Incidentals (per person/day)	Varies

Project Materials/Travel Expenses: Billed as direct reimbursement plus 15%.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 ¾% per month (21% per annum) finance charge will be added to any balance 30 days past due.

Exhibit "D"

PROJECT SCHEDULE

PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL

CONTRACT PWSW 21-002

2022 ADDENDUM (UNCHANGED)

2022 Addendum - May through December 2022:

- Sample Groundwater and Leachate
 - One remaining event (July)
- Sample Leachate (NPDES)
 - Once (November or December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in July
 - Annual in January



OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns
SHERIFF/CORONER/O.E.S. DIRECTOR

Memorandum

DATE: July 13thth, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of August 2nd, 2022

RECOMMENDATION:

Approve multi-year contract with Lenslock body worn cameras, (BWC's) and authorize the Chair to sign.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests approval to participate in a multi-year contract with Lenslock, a provider of body worn cameras. BWC's can and should be utilized by patrol and correctional staff when appropriate in order to help reduce litigation, enhance transparency, community trust and provide additional evidence on criminal calls sent to the District Attorney.

By:


Chad Hermann
Undersheriff,
Plumas County Sheriff's Office
(530) 283-6361
chermann@pcso.net



LENSLOCK

Plumas County Sheriff's Office - CA

LensLock Regional Sales Manager

Sean O'Grady

949-690-6552

SOG@LensLock.com

13125 Danielson St. Suite 112

Poway, CA 92064

U.S.A.

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Please sign in blue ink and print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (858) 231-4061.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. All original signatures are required for funding.
 - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Notice of Assignment**
 - ◆ Sign and print name and title.
5. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
6. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
7. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. Insurance certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by September 30, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064



LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 - U.S.A.
Toll Free: 888-538-0589
www.LensLock.com

Issued: June 1st, 2022

→ Proposal Valid for 30 days

Proposal Number: #22-531

Services: Body Worn Camera Svc
Payment Terms: KS State Bank
Length of Service: 60 Months
Start Date: **July 5th, 2022**

ATTENTION:
Sheriff Todd Johns
Plumas County Sheriff's Office
1400 E Main Street
Quincy, CA 95971
Customer ID #22-531

SHIP TO:
Undersheriff Chad Hermann

SALES REPRESENTATIVE
Sean O'Grady
Regional Manager
Phone: 949-690-6552
Email: SOG@LensLock.com

1 Year Total

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
30	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	\$29,970.00
5	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	INCLUDED
1	CAD Integration	\$28,000.00	INCLUDED
UNLIMITED	LensLock Pro Grade Outsourced Redaction - Per Incident	\$495.00	INCLUDED
1	On-Site Implementation & Training Fee - One-Time Fee	\$1,895.00	INCLUDED
1	Shipping & Handling Fees - One-Time Fee	\$1,295.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	INCLUDED
		SUBTOTAL	\$29,970.00
		SALES TAX (7.25%)	\$2,172.82
		Y1 TOTAL	\$32,142.82

Thank you SINCERELY for your business!

<https://www.lenslock.com/terms-of-use>

PAYMENT

Year 1	\$32,142.82
Year 2	\$32,142.82
Year 3	\$32,142.82
Year 4	\$32,142.82
Year 5	\$32,142.82
5 Year Total	\$160,714.10

GOVERNMENT OBLIGATION CONTRACT

Obligor

County of Plumas, California
520 East Main Street, Room 309
Quincy, California 95971

Obligee

LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064

Dated as of July 5, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
 "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
 "Budget Year" means the Obligor's fiscal year.
 "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
 "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
 "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
 "Contract Term" means the Original Term and all Renewal Terms.
 "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
 "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
 "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
 "Obligee" means the entity originally listed above as Obligee or any of its assignees.
 "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
 "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
 "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
 "State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due.

Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the

Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, not to exceed \$500.00, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

County of Plumas, California

LensLock Inc.

Signature

Kevin Goss, Chair, Board of Supervisors

Printed Name and Title

Signature

Printed Name and Title

County of Plumas, California

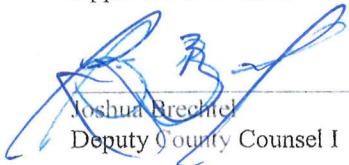
Attested By Authorized Individual:

Signature

Heidi White, Clerk of the Board

Printed Name and Title

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of July 5, 2022, between LensLock Inc. (Obligee) and County of Plumas, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Thirty Five (35) Gen 12 Body Worn Cameras

Physical Address of Equipment after Delivery : 1400 E. Main Street, Quincy, CA 95971

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of July 5, 2022, between LensLock Inc. (Obligee) and County of Plumas, California (Obligor)

Date of First Payment:	October 5, 2022
Original Balance:	\$160,714.10
Total Number of Payments:	Twenty (20)
Number of Payments Per Year:	Four (4)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	5-Oct-22	\$8,035.71	\$0.00	\$8,035.71	\$139,795.67
2	5-Jan-23	\$8,035.71	\$0.00	\$8,035.71	\$133,014.63
3	5-Apr-23	\$8,035.71	\$0.00	\$8,035.71	\$126,172.73
4	5-Jul-23	\$8,035.71	\$0.00	\$8,035.71	\$119,269.42
5	5-Oct-23	\$8,035.71	\$0.00	\$8,035.71	\$112,304.15
6	5-Jan-24	\$8,035.71	\$0.00	\$8,035.71	\$105,276.37
7	5-Apr-24	\$8,035.71	\$0.00	\$8,035.71	\$98,185.52
8	5-Jul-24	\$8,035.71	\$0.00	\$8,035.71	\$91,031.03
9	5-Oct-24	\$8,035.71	\$0.00	\$8,035.71	\$83,812.32
10	5-Jan-25	\$8,035.71	\$0.00	\$8,035.71	\$76,528.83
11	5-Apr-25	\$8,035.71	\$0.00	\$8,035.71	\$69,179.97
12	5-Jul-25	\$8,035.71	\$0.00	\$8,035.71	\$61,765.15
13	5-Oct-25	\$8,035.71	\$0.00	\$8,035.71	\$54,283.78
14	5-Jan-26	\$8,035.71	\$0.00	\$8,035.71	\$46,735.27
15	5-Apr-26	\$8,035.71	\$0.00	\$8,035.71	\$39,119.01
16	5-Jul-26	\$8,035.71	\$0.00	\$8,035.71	\$31,434.39
17	5-Oct-26	\$8,035.71	\$0.00	\$8,035.71	\$23,680.80
18	5-Jan-27	\$8,035.71	\$0.00	\$8,035.71	\$15,857.63
19	5-Apr-27	\$8,035.71	\$0.00	\$8,035.71	\$7,964.24
20	5-Jul-27	\$8,035.71	\$0.00	\$8,035.71	\$0.00

By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of \$160,714.10, together with interest at 0.000%.

Furthermore, the amount financed by Obligor is \$143,595.15 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 4.390%. Such issue price and yield will be stated in the applicable Form 8038-G.

County of Plumas, California

Signature

Printed Name and Title

* Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

NOTICE OF ASSIGNMENT

JULY 5, 2022

LensLock Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and County of Plumas, California, dated as of July 5, 2022.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

LensLock Inc., Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

County of Plumas, California (Obligor) as party to a Government Obligation Contract dated as of July 5, 2022 between Obligor and LensLock Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated July 5, 2022 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

County of Plumas, California

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

County of Plumas, California
520 East Main Street, Room 309
Quincy, California 95971

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Thirty Five (35) Gen 12 Body Worn Cameras
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$50,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$143,595.15.

4. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: ajl@lenslock.com

Please complete the information below and return this form along with the Contract.

County of Plumas, California

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____



Credit Application

Return completed application with required financial information.

Legal Name of Obligor: Plumas County Sheriff's Office, CA	Fed. Tax ID #: 946-000528		
Address: 1400 E Main St, Quincy, CA 95971			
City: Quincey	County: Plumas	State: CA	Zip: 95971
Contact Person: Chad Hermann	Title: Undersheriff		
Phone: (530) 283-6361	Fax: ()		
Email Address: chermann@pcso.net			
Alternative Contact Person:	Title:		
Phone:	Fax: ()		
Email Address:			
Date municipal entity was established:	Does the obligor self-insure for property & liability insurance?		
Total Cost of Equipment/Project: \$	Term (years):		
Delivery Date:	Payment Amount: \$		
Payments: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
How will the contract payments be made? <input type="checkbox"/> P-Card *Addt'l Fees Will Apply* <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input type="checkbox"/> General <input type="checkbox"/> Special (specify)			
Equipment Description:			
Replacement Equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No	Age of current equipment:	Year purchased:	
If not a replacement, why is the equipment needed?			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Financial Information Required

- **Two (2) most recently completed audits**
- **For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits**

Completed By (signature):

Printed Name and Title:

Date:

- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3360556	Payment Amount \$8,035.71	Frequency of Payments Quarterly
Beginning Month _____ Year _____	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account

Checking

Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract County of Plumas, California	
Signature	Printed Name and Title
Tax ID Number 94-6000528	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting AuthorityIf Amended Return, check here ►

1 Issuer's name County of Plumas, California	2 Issuer's employer identification number (EIN) 94-6000528
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	
3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 520 East Main Street, Room 309	Room/suite 3
5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code Quincy, California 95971	7 Date of issue 07/05/2022
8 Name of issue Government Obligation Contract	
9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Chad Hermann, Undersheriff	
10b Telephone number of officer or other employee shown on 10a (530) 283-6361	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	143,595	15
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/05/2027	\$ 143,595.15	\$ N/A	5,000 years	4.390 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input checked="" type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement. ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.																												
Paid Preparer Use Only	<table border="1"> <tr> <td>Signature of issuer's authorized representative</td> <td>Date</td> <td colspan="3">Type or print name and title</td> </tr> <tr> <td>Print/Type preparer's name</td> <td>Preparer's signature</td> <td>Date</td> <td>Check <input type="checkbox"/> if self-employed</td> <td>PTIN</td> </tr> <tr> <td>H. Evan Howe</td> <td>H. Evan Howe 2022.07.12 13:33: 12-05'00'</td> <td>07/07/2022</td> <td><input type="checkbox"/></td> <td>P01438994</td> </tr> <tr> <td>Firm's Name ► Baystone Financial LLC</td> <td colspan="3">Firm's EIN ► 48-1223987</td> <td></td> </tr> <tr> <td>Firm's Address ► 10601 Mission Road, Suite 200, Leawood, KS 66206</td> <td colspan="3">Phone no. (800) 752-3562</td> <td></td> </tr> </table>				Signature of issuer's authorized representative	Date	Type or print name and title			Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN	H. Evan Howe	H. Evan Howe 2022.07.12 13:33: 12-05'00'	07/07/2022	<input type="checkbox"/>	P01438994	Firm's Name ► Baystone Financial LLC	Firm's EIN ► 48-1223987				Firm's Address ► 10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no. (800) 752-3562			
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AGENDA REQUEST

for the August 2, 2022 meeting of the Plumas County Board of Supervisors

Date: July 25, 2022

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA

Subject: Approval of Payments to Waters Vacuum Truck and Plumas Sanitation for Emergency Repair of BCSA Sewer Pump without a Contract

John Wardle

BACKGROUND:

On July 13, 2022, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Jet Plumbing was not available until July 18th, so many days of pumping the wet well was required. Waters Vacuum Truck was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation responded on July 15th and 18th and Waters responded again on July 16th and 17th. This was based primarily on availability. Jet Plumbing responded to remove the debris on July 18th. Additional Waters invoices and Jet Plumbing invoice will be brought to the Governing Board at a future meeting once received.

Staff is investigating a submersible pump that would not be as prone to clogged by wipes. This pump was recommended by NCE, the design engineer for the planning grant.

Waters Vacuum Truck first invoice was received July 18th, 2022, for total of \$1,140, for service on July 13th only. Plumas Sanitation invoice received July 22nd for services on July 15th and 18th totaling \$2,660.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Waters Vacuum Truck totaling \$1,140 and Plumas Sanitation totaling \$2,660 without a contract and to ratify all approved emergency repair work performed to date.

Attachment: Waters Vacuum Truck Invoice
Plumas Sanitation Invoice



PO Box 18160 | Reno, NV 89511
775-825-1595 | WatersVacuum.com

VACUUM TRUCK SERVICE



RECIPIENT:

PLUMAS COUNTY BECKWORTH CSA

1834 E. Main Street
Quincy, CA 95971

Phone: 530-394-7230 Rob Thorman

SERVICE ADDRESS:

80956 CA-70
Beckworth, CA 96122

Invoice #24244

Issued	07/14/2022
Due	08/13/2022
Description	Pumping of lift station
Manifest Number	16254
Service Address	80956 Hwy 70 Beckworth, CA 96122
County	Plumas
Job Type	Other
Gallons	0.0 Gal.
Waste Type	N/A
Disposal Site	N/A
Truck #/License	9295: 80073A
Service Tech	Alec C.
Billing Clerk	Justin W
Total	\$1,140.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
07/13/2022				
Truck Time - 18-Wheel Vacuum Truck - Overtime Rate	5000 - 5500 Gallon Truck Rate - Hourly	4	\$285.00	\$1,140.00*



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Total \$1,140.00

* Non-taxable

Pumped 5000 gallons from lift station. Customer was satisfied at 5000 gallon mark and was content with allowing local cleaning service and plumber to take over the following day. Approximately 1000 gallons remaining in lift station upon departure. Disposal of load on site as requested by customer. 4 hours truck time

Thank you for your business.

Plumas Sanitation, Inc.

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone (530) 832-0370
 Fax (530) 832-0373

Invoice

Number: 20456

Date: 20-Jul-2022

P.O. Number:

Job Description:

Order Num: 20456

Serviced 18-Jul-2022

BILL TO: 15

Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

JOB SITE

Rob
 Beckwouth Lift Pump
 Beckwourth, CA 96126

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 7/15/22 - 3500gal (Rob called after we pumped 1 load to cancel the weekend services bc he has a Reno Co coming out - Still wants us to pump Mon AM to repair pump)	\$1,225.00	No	\$1,225.00
1	Septic Tank Pumping 7/18/22 - 4100gal	\$1,435.00	No	\$1,435.00

Taxable Amount \$0.00	Tax Rate 0	Tax \$0.00	Description	Subtotal NonTaxed: \$2,660.00
				Subtotal Taxable: \$0.00
				Subtotal Tax: \$0.00
Payment Terms Net 30	Payment \$0.00	Adjustment \$0.00	Late Charge \$0.00	Please Pay: \$2,660.00

Emergency pumping - Thursday thru Mon - Plumber will be there Mon 7/18/22 @ 8am - at least 1 load a day

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From: Please detach here and return the bottom portion with your payment.

Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
20456	20456	20-Jul-2022	\$2,660.00

To:**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Sharon Sousa Interim Director



DATE: August 2, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Interim Director

SUBJECT: Consent Agenda

SS

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$18,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor.

BACKGROUND AND DISCUSSION:

1. The \$18,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act. Please refer to provided description of program: page 37-39 in the Mental Health Services Act program and Expenditure Plan 2020-2023. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

4. Program Name	Plumas County Wellness Centers: Chester, Greenville, & Portola				
Program Agency	Plumas County Behavioral Health				
FY20/21 Budget	Up to \$218,000 Operating Costs + \$514,000 Personnel Costs				
Program Type	New	X	Continuing		
MHSA CSS Program	X	General Systems Development (Non-FSP)	X		
	X	Outreach and Engagement			
Age Groups Served	X	Children (0-15)			
	X	Transitional Age Youth (16-25)			
	X	Adult (26-59)			
	X	Older Adult (60+)			
Expected Number Reached and Served in FY20/21:	2,500 unduplicated across three centers				
Estimated Average Cost Per Visit:	\$70.00 (before Medi-Cal services offset as FFP)				

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

In FY16-17, PCBH collaborated with Plumas Crisis Intervention and Resource Center to establish and operate Wellness Centers in Portola, Greenville, and Chester. These community-based centers opened Fall 2016 through Spring 2017. The Wellness Center in Quincy was located in FY16-17 and 17-18 at PCBH's Drop-In Center and programming was partially funded through SAMHSA through FY17-18. In FY18-19, Environmental Alternatives assumed the leaseholds for the Chester and Greenville Wellness Centers from Plumas Crisis Intervention and Resource Center.

In early 2017, Plumas County Behavioral Health hired one supervising and three site coordinators. Through 2018-19, in Quincy, the PCBH drop-in center (DIC) provided some wellness activities and classes, including music, art, and healthy cooking classes, to full-service partner and chronically mentally ill clients at PCBH, in addition to therapeutic services; There is no centrally-located Wellness Center in Quincy reflecting the practices of the other centers,

offering a “no wrong door” approach to community outreach and engagement. At the time of this report, discussion on developing a Quincy-based Wellness Center outside of the DIC had begun.

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

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

- Facility locations that are easy-to-access, *consumer-friendly*, and provide a *community-based alternative* to a traditional clinic atmosphere.
- Full-time supervising site coordinator supervises three site coordinators, two stationed in Greenville and Portola, and a third who covers Chester and alternating locations (all PCBH employees)
- Office space made available to other county agencies and non-profit direct service providers, including but not limited to, Public Health Agency, Veterans Services, Social Services, Probation, and community-based organizations who provide direct services
- Expansion of telepsychiatry and telemedicine services, phased in through beginning of FY18-19
- Training and professional development as well as clinical supervision to support peer advocacy staff who work with clinical and wellness center staff
- Space for PCBH licensed clinicians and client support specialist (case managers) staff to provide clinical services
- Localized outreach and engagement efforts to underserved populations
- At Greenville and Chester – resource referrals to PCIRC and other service-based agencies; ongoing food/clothing distributions; Portola staff work closely with the PCIRC Portola Family Resource Center
- Space and funding for community-based wellness activities, such as yoga, tai chi, art, children’s afterschool and holiday programs (outreach to families), smoking cessation, etc.

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

pantry and clothing, laundry and shower usage (Greenville only). Each site has community access desktops and libraries of books and DVDs.

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

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

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

Program staff will assist clients in developing strategies to learn how to manage their chronic health conditions, as well as other wellness activities, such as and harm reduction strategies

Outcomes

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Maria Assunta Vicini, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen thousand dollars (\$18,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022, 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 financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Maria Assunta Vicini, an Individual
PO Box 49
Portola, CA 96122-0049

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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

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

CONTRACTOR:

Maria Assunta Vicini, an Individual

By: _____
Name: Maria Assunta Vicini
Title: Tai Chi Instructor
Date signed: _____

COUNTY:

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

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

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:



7/7/2022

Gretchen Stuhr
Plumas County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Maria Assunta Vicini, an individual, referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

BUSINESS ASSOCIATE

Name: Maria Assunta Vicini
Title: Tai Chi Instructor
Address PO Box 49
Portola, CA 96122
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Provide Tai Chi services four times a week, every month on behalf of the Portola Wellness Center to be held at the Portola Station Baptist Church 171, South Gulling Street, Portola, Ca.

All work shall be provided according to industry standards.

Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.

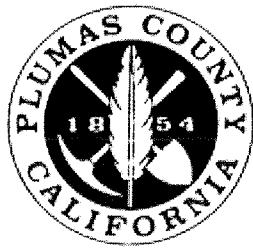
EXHIBIT B - FEE SCHEDULE

Tai Chi Sessions at \$90.00/Session

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

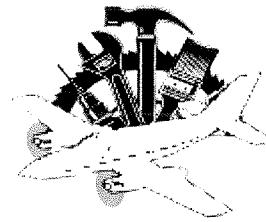


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **August 2, 2022**

TO: Honorable Board of Supervisors
FROM: JD Moore – Facility Services Director
SUBJECT: Request to approve and authorize Board Chair to sign agreement between Plumas County Facility Services, and Digital Path Inc. for Internet service at Nervino Airport (Beckwourth).

Recommendation

Approve and authorize Board Chair to sign agreement between Plumas County Facility Services, and Digital Path Inc. for Internet service at Nervino Airport (Beckwourth).

Background and Discussion

There is a need for Internet service at Nervino Airport, to assist general aviation pilots with flight planning, checking weather updates, etc. when flying out of or visiting the Airport.

Due to the location of Nervino Airport, the options for Internet providers are limited. Facility Services inquired about internet service (fiber-optics) through Plumas Sierra Telecommunications, but the costs were significantly higher. Plumas Sierra Telecommunications would have to route the fiber-optics from the south side of Highway 70 to the Airport, which would be an extensive build involving multiple entities, therefore increasing the cost.

Nervino Aero Service Inc. currently utilizes Digital Path for their private internet service at the Airport, and have indicated that it is reliable.

Internet service through Digital Path Inc. will cost \$111.00 per month (\$1,332.00 annually) and will be paid for out of the Airport budget (20891).

Ticket: 306040
 Order Date: Jun 14, 2022
 Install Time: Jun 27, 2022 08:30am - 120 minutes
 Customer: Jd Moore
 Address: 82405 Highway 70
 Beckwourth, CA 96129
 Account: 52189
 Email: becknervino@digitalpath.net
 Password: uAb6.6KP63
 Company: plumas county facility services and airport

Customer Service, Sales, Tech Support

Toll Free: 1-800-676-7284
 Local: 530-899-7884
 Fax: 530-899-7787

Tech Support Hours:

Mon-Fri: 7am - 9pm
 Sat-Sun: 8am - 5pm



www.DigitalPath.net

Visit www.DigitalPath.net/login to access
your billing and usage data

Item	Description	Rate	Amount
Retail Installation	2022 Business 25	\$111.00	\$111.00
Signup Add-On	\$199 G7 Rural Installation Fee	\$199.00	\$199.00
Signup Add-On	1 Year Contract, \$250 Early Termination	\$0.00	\$0.00

Payment Type: Balance Total: **\$310.00** Sales Tax: **\$0.00** Balance Due: **\$310.00**

Customer Installation Approval

I have authorized the completion of a Broadband Wireless Internet and/or VOIP installation and/or services at my home or business including the installation of a rooftop anchor system, if necessary, for the installer to safely complete the installation per OSHA requirements. I have inspected the installation and have found the work to be done to my satisfaction.

Initials _____

I agree to the terms of the user agreement as stated at www.digitalpath.net/user-agreement which includes limitations on DigitalPath, Inc. liability arising from my use of DigitalPath, Inc. Services. I understand I am entering into a 1-year contract effective the date installation takes place and if my account should be discontinued for any reason during this 1-year term, I agree to allow DigitalPath, Inc. employees or representatives to enter onto my property to remove and collect the customer premise equipment after the cancellation of the account regardless of reason. *I understand and agree that DigitalPath, Inc. is the owner of the equipment provided at my service location and if they are unable to collect the hardware for any reason or if I have intentionally damaged the hardware beyond reasonable repair, I agree to pay DigitalPath, Inc. \$600.00 (six hundred dollars) in restitution for the Gen8 hardware, \$500.00 (five hundred dollars) in restitution for the Gen7/Medusa hardware or \$200.00 (two hundred dollars) in restitution for the Gen6 hardware. An additional \$100.00 (one hundred dollars) will be charged for unreturned VOIP hardware. I understand an early termination fee of \$250.00 (two hundred fifty dollars) will be applied to my final invoice if I cancel my account before my 1-year term is complete*

Initials _____

I agree to allow DigitalPath to charge my credit card or ACH my account immediately for any fees as listed below should they apply to me:

- \$5.00 late fee; \$25.00 fee for all returned checks;
- \$250.00 cancellation fee for all accounts during contract term;
- \$25.00 fee for any service call if not cancelled or rescheduled at least 24 hours before service;
- Any past due amounts on my account for any services whatsoever;
- If electing for automatic recurring payments each month, I authorize DigitalPath, Inc to debit my provided credit/debit card or bank account four days prior to the start of each billing cycle. I agree that no further authorization or notification of these charges will be provided for each scheduled payment;

I agree to check my DigitalPath.net e-mail account for expiration notices and company news. I understand that monthly invoices will be sent to my digitalpath.net e-mail account.

Additional Charges

For extraordinary installations additional charges may occur. These charges have been discussed with me and agreed upon before the installation took place.

Additional charges \$ _____

911 Disclosure

I understand that the 911/e911 service that is being provided to me is considered "non-traditional" and will not function during certain outages. This includes but is not limited to the following situations:

Power outages, Network outages, Suspension/Termination of services by DigitalPath, Inc., Interruption in service of any 3rd party circuits/services which DigitalPath, Inc. relies on to provide phone service;

All as described in the DigitalPath user agreement located at www.digitalpath.net/user-agreement

By initialing below I acknowledge that DigitalPath, Inc. has informed me of the nature of 911/e911 service through my VOIP service and its limitations and that I accept this as documented. I further acknowledge that I will inform any persons who are on my property of such limitations. I have read and understand the 911 disclosure.

Initials _____

Payment terms on this account were provided upon creation of this account and I agree that the credit card provided may be charged or the bank information provided allows DigitalPath, Inc. to ACH my bank account. To change or adjust my account I need to call 1-888-676-7284.

By signing this agreement I agree that I am the account holder, or authorized by the account holder and have read and agree to all the terms as listed above.

Signature: _____

Date: _____

Paid By: CC / Cash / Check # Amount: \$ _____ Initials _____
 (Call in ECheck is preferred)



User Agreement

Effective Date: July 18, 2022

1 INTRODUCTION

1.1 Agreement

The following User Agreement informs you the terms, conditions, disclaimers, notices, policies, and agreements which set forth the basic rules that govern your access and use of DigitalPath Services (defined below in section 1.2) owned and/or operated by DigitalPath, Inc. and our subsidiaries ("DigitalPath", "we", "our", "us").

YOU AGREE THAT BY CLICKING "SIGN UP", "JOIN" OR SIMILAR, REGISTERING, ACCESSING AND USING DIGITALPATH SERVICES, YOU ARE AGREEING TO ENTER INTO A LEGALLY BINDING CONTRACT WITH DIGITALPATH. IF YOU DO NOT AGREE TO BE BOUND BY THIS CONTRACT, YOU SHOULD DISCONTINUE REGISTRATION, OR YOUR USE OF, THE DIGITALPATH SERVICES, PROVIDE FOR THE SAFE RETURN OF ALL ASSOCIATED HARDWARE AND DESTROY ALL COPIES OF THE DIGITALPATH SOFTWARE. YOUR DIGITALPATH ACCOUNT WILL BE DEACTIVATED AND YOUR SERVICES WILL BE TERMINATED.

DIGITALPATH RETAINS THE EXPLICIT RIGHTS TO OUR SOFTWARE AND USE OF OUR SOFTWARE. THIS INCLUDES SOFTWARE AS A SERVICE, SOFTWARE INCLUDED ON HARDWARE, AND ALL OTHER SOFTWARE DEVELOPED BY, LICENSED OR USED BY DIGITALPATH FOR THE SERVICES PROVED. YOUR USE OF THE DIGITALPATH SERVICES DOES NOT GIVE YOU RIGHTS TO THE SOFTWARE. SHOULD YOU DISCONTINUE SERIVCES WITH DIGITALPATH, YOU AGREEE TO STOP USING ALL SOFTWARE AND WILL NOT ACCESS SUCH SOFTWARE ANY LONGER.

ARBITRATION NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND DIGITALPATH AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND DIGITALPATH WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED IN THE ARBITRATION CLAUSE.

In addition to this Agreement, the DigitalPath Privacy Policy, found at <https://digitalpath.net/privacy-policy> ("Privacy Policy") will govern how personal information you submit to our Services will be used. Please read this Agreement, the Privacy Policy and any other terms referenced in these documents carefully (collectively, "Agreement").

1.2 DigitalPath Services

This Agreement applies to websites located at www.digitalpath.net and any other websites linked to this Agreement ("Sites"), wireless Internet access services, software services, use of software, email services, phone services, remote camera monitoring services and other related features or services provided and operated by DigitalPath (together with Sites, collectively, the "DigitalPath Service(s)").

1.3 Customers and Visitors

When you register and join the DigitalPath Services, you become a Customer. If you have chosen not to register for our Services, you may access our Sites as a Visitor.

1.4 Changes

We may update, change, modify, add or remove portions of the Agreement from time to time as we update or

expand our Services. Posting of the updated Agreement on our Sites with an "Effective Date" of the revisions will constitute notice to you of any such changes. If we make material changes that adversely impact you, we will use reasonable efforts to provide you with thirty (30) days advance notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. If you do not agree to changes to the Agreement or the scope of the DigitalPath Services, your sole and exclusive remedy will be to terminate your use of DigitalPath Services, if you have a prepaid account, you will not have the right to terminate your use of the DigitalPath Services unless the change is material and adverse to you. Your continued use of the DigitalPath Services following notice constitutes your acceptance of all changes, and each use of the DigitalPath Services constitutes your reaffirmation of your acceptance of the Agreement. We encourage you to look for updates and changes to the Agreement by checking this page when you access our Services.

The Agreement constitutes your entire agreement with DigitalPath and governs your use of the DigitalPath Services. DigitalPath reserves the right to prohibit any conduct or to remove any materials or content in violation of this Agreement in which we believe in our sole discretion to be illegal or potentially harmful to others or may expose DigitalPath to harm or liability. DigitalPath may suspend or terminate your use of DigitalPath Services for any reason at any time, including if it determines that you have failed to comply with any of the Rules.

DigitalPath offers a variety of services, including Wireless Internet access Services. We retain the right at our sole discretion to make changes to the DigitalPath Services, including fees and billing methods and the amount of time a user may access the Internet for free or for a specified fee, or to discontinue some or all of the DigitalPath Services. DigitalPath retains the right to change, suspend or terminate your use of the DigitalPath Service at any time for any reason, without notice, and nothing herein shall be construed to limit that right. If you have elected a prepaid, extended service agreement with DigitalPath, no refunds shall be given.

2 YOUR OBLIGATIONS

2.1 Service Eligibility

The DigitalPath Services are not for use by anyone under the age of 18. By signing up or obtaining an account for the DigitalPath Services, you represent and warrant that (a) the information you submit to us is truthful and accurate; (b) your use of the DigitalPath Services does not violate any applicable law or regulation; and (c) you are 18 years or older or otherwise have legal capacity to legally enter into this Agreement. If you are less than 18 years old, you must obtain your parent's permission to use the DigitalPath Services. If you are a parent permitting a person under the age of 18 ("Minor") to use DigitalPath Services, you agree to (a) exercise supervision over the Minor's use of DigitalPath Services and access to the Internet; (b) assume all risks associated with the minor's viewing of content received through use of DigitalPath Services and the Minor's transmission of materials, content, or information to another person via the Internet; (c) assume any and all liabilities resulting from the Minor's use of DigitalPath Services, including any and all payment obligations. We might provide information on our Sites regarding parental control software available through various third-party vendors, but you should know that such software may not be completely effective in preventing Minors' access to material that is unsuitable for children. DigitalPath does not endorse any of these third parties and makes no representation as to them or their software.

2.2 Payment

By using DigitalPath Services, you agree to accept the fees you may incur as a result of using DigitalPath Services, including but not limited to, long distance and toll call charges, supplementary call services, fees for supplemental services such as additional bandwidth, or features and purchases made through the use of DigitalPath Services. You will be notified of any applicable fees prior to incurring liability for such fees and by providing your billing information; you agree that you are liable for payment of such fees. Billings for long distance and/or toll calls are billed in whole, one (1) minute increments. Any portion of a given minute will be rounded up to a whole minute increment and billed at the current per minute rate.

We reserve the right to change our fees or billing methods at any time and we may provide thirty (30) days' notice of any such changes in the same manner as described above in Section 1.4 for changes to the Agreement and/or the scope of DigitalPath Services. If you do not agree with these changes, you may stop using the DigitalPath Services at any time; however, you will not be entitled to receive a refund for the charges you have already incurred and you are responsible for timely payment of such amounts (including any applicable late fees).

All DigitalPath Services are recurring in nature; as such you hereby authorize DigitalPath to charge the credit card number, or bank account you provided to DigitalPath for such fees on a recurring or automatic basis, including additional services, such as long distance and toll call charges, supplementary call services, and additional bandwidth charges. You acknowledge and agree that DigitalPath will not need to obtain any additional authorization from you for this recurring payment. DigitalPath will not be responsible for any charges from your bank or institution for insufficient funds or overdraft fees. Every time you use DigitalPath Services, or if you do not cancel your account, you re-affirm that DigitalPath is authorized to charge your bank account or credit card provided. If you have any billing-related questions or want to stop a recurring payment from being charged to your account, call our toll-free number ([\(800-676-PATH \(7284\)\)](tel:800-676-PATH (7284))). Some fees that you may incur using the DigitalPath Services may accumulate on your DigitalPath account before they are charged to your credit card or Bank Account. Once the charges appear on your account, you are responsible for payment of such charges. DigitalPath will assess a late fee of 1.5% per month (or the highest amount permissible by law, whichever is less) if your payment is more than thirty (30) days past due. You will be liable for any fees we incur in our efforts to collect any unpaid balances from you. Any billing problems or discrepancies must be brought to our attention by you within ninety (90) days from the date you are billed. If you do not bring them to our attention within (90) days, you agree that you waive your right to dispute such problems or discrepancies with DigitalPath.

We may suspend or terminate your use of the DigitalPath Services if you fail to provide a valid credit card number upon request, your bank payment is rejected, your check or cash are not received by the due date on your invoice, or if we are unable, for any reason, to bill your or bank account for the fees you have incurred. You may make a payment via credit card, ACH, cash or check to bring your account to a current status before we may decide to turn access to the Internet back on to your account. We may suspend and/or terminate your account if any additional charges, including but not limited to, long distance and/or toll calls accrue to an amount of greater than one hundred dollars (\$100) within any billing cycle. This suspension and/or termination may be reversed at such time as payment for the balance has been made.

You are responsible for all charges incurred, including applicable taxes and purchases made by you or anyone you allow to use your account, including your children and other members of your family. This means that, unless your account, bank information or credit card information is obtained unlawfully or fraudulently by someone other than those authorized to use your account, you will be responsible for all usage and purchases under your account. We may require a police report, fraudulent activity letter to your banking facility or a letter from your credit card company in order to reverse and stop all transactions to your account. You may obtain pricing information for supplemental services or features, as well as answers to common billing questions on our Sites.

2.3 Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, in this agreement, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree that DigitalPath or DigitalPath's Technicians that install or provide the Services may call or text you at any telephone number you provide to DigitalPath or that DigitalPath issues to you, for any purpose relating to your Account and/or the services to which you subscribe. You agree to keep your contact information up to date. The notices and messages may contain, including but not limited to, feature upgrades or changes, service-affecting issues or events, special offers for you from DigitalPath distribution partners or other parties.

3 USE OF DIGITALPATH SERVICES

3.1 Account

You may be required to register an account and specify a password to use certain DigitalPath Services ("Account"). You must register for DigitalPath Services using your own name. During registration, you will be asked to provide a unique name or phone number that you wish to use as your login identification. DigitalPath reserves the right to verify the accuracy of the information you submit in connection with your registration for DigitalPath Services (including, without limitation, performing cross tabulations with external databases) and you hereby consent to DigitalPath's verification of such information.

You agree that you are responsible for all activities under your Account, and for maintaining the confidentiality of your password and restricting access to your computer and equipment so others may not access DigitalPath Services in violation of this Agreement. You agree to notify us of any unauthorized use of your Account or any other breach of security that you become aware of involving or relating to a Service by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Services and your Account, including without limitation, terminating your Account, changing your password or requesting information to authorize transactions on your User Account.

3.2 Bypassing or Disabling Any Portion of the DigitalPath Services or Software

If you bypass or disable any portion of the DigitalPath Services or software, including, without limitation, attempts to circumvent DigitalPath's billing of your Services in any way, you are in violation of this Agreement, and we may suspend or terminate your use of DigitalPath Services without notice. Termination of your DigitalPath Services will not excuse you from (a) your obligation to pay any outstanding balances on your account, (b) amounts owed under your contract, (c) or any criminal or other civil liabilities that may result from your actions. If your DigitalPath Service is terminated for any reason you will be unable to access your DigitalPath account, including any undelivered email messages in your DigitalPath email account.

3.3 DigitalPath Equipment

Depending on which DigitalPath Service(s) you select, DigitalPath may provide a wireless modem, antenna and/or other equipment to you. You are responsible for ensuring that no physical damage, except normal wear occurs to these devices that are owned by DigitalPath. If physical damage occurs as a result of your actions, you will be responsible to pay DigitalPath a fee of up to \$750.00 USD, depending on the device placed at your facility for your services, regardless of whether you continue using DigitalPath's Services. If the equipment provided to you fails or is damaged, for a reason other than your actions, DigitalPath will replace the equipment provided to you free of charge for the term of your DigitalPath Services. DigitalPath makes no warranties with respect to equipment provided by DigitalPath, and disclaims any and all implied warranties, including warranties of non-infringement, merchantability or fitness for a particular purpose or use. You shall not connect, directly or indirectly, any additional electrical or mechanical devices to DigitalPath's equipment without the prior written consent of DigitalPath. Should any interconnected device or facility provided by you fail to comply with the technical specifications established by DigitalPath or applicable laws and regulations, DigitalPath reserves the right to immediately terminate the Services without notice to you.

Upon termination of your Service(s) with DigitalPath you agree to return or allow access for a DigitalPath employee to collect all equipment provided to you. If you fail to return or allow DigitalPath access to the equipment, you will be billed and you will be liable to pay DigitalPath for the equipment loss in the amount of up to \$750.00 USD, depending on the device placed at your facility for your services. This fee will be charged to your credit card on file without further notice or further need for additional authorization. Not under any circumstances will the setup fee be applied towards equipment fees. All setup fees are to cover installation costs and provisioning costs and are

be applied towards equipment fees. All setup fees are to cover installation costs and provisioning costs and are non-refundable, except with respect to DigitalPath's thirty (30) day money back guarantee as defined on DigitalPath

web site. Upon removal, whether during the thirty (30) day money back guarantee or after this period, DigitalPath, will leave the cabling in place from the antenna and modem to the computer and DigitalPath will not patch any holes. This is done because some Customers may want to reactivate services at a later date.

3.4 Security

As a DigitalPath Service Customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to the DigitalPath Services, including any data stored or shared on that device. You are responsible for any misuse of the DigitalPath Services, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the DigitalPath Services or to use the DigitalPath Service in an unauthorized manner.

3.5 Responsibility of DigitalPath Technicians

Our technicians will install your modem, antenna and analog telephone adapter in a safe, professional manner, at a location that is agreeable to you, provided however, DigitalPath is still able to deliver service at the installation location. Our technicians will comply with safety rules and regulations including, when applicable, the technician attaching a rooftop anchor system to your home or business in order to safely access the work area per OSHA requirements for fall protection. Our technicians will route a cable from the outside modem and antenna to your computer. They will not be required to access the attic, crawl under the premises or to route the cable through walls. In a typical installation environment, the cable will be routed along the outside of the house in a neat and clean fashion and go through one exterior wall to connect to the computer. In some cases, the technician may deem it best to route the cable through an attic or under the premises, however they are not required to do so, and an additional fee may apply for extraordinary installations. DigitalPath agrees to inform you of any additional fees prior of any work being started. During the installation process, damage may occur to the premises, including but not limited to, breaking of roof tiles. The technician will attempt to repair any damage at that time, including replacing of broken tiles, provided that the customer has spare tiles available. In the event that the damage cannot be repaired immediately, arrangements will be made for repairs to be completed as soon as possible if the damage was avoidable. Damage to roof tiles or other structural damage that is due to the age of a structure, and the age and condition were not communicated with the technician, will not be the responsibility of DigitalPath. If it was the decision of the customer to allow DigitalPath employees on their roof, knowing the age and condition may cause damage to the roof or building, DigitalPath will not be responsible for such damage. DigitalPath reserves the right to make any and all repairs in-house or through contracted services of its choice. DigitalPath shall not be liable for any repairs made or billed to DigitalPath without DigitalPath's prior written consent. DigitalPath will be responsible for returning the premises back to the original condition before the damage occurred provided you allow DigitalPath or our contractor's technician's access to repair such damages.

3.6 Customers' Responsibility During Installation

3.6.1 Installation Performed By DigitalPath

After scheduling an installation of DigitalPath Services, if you desire to cancel or reschedule the installation, you must notify DigitalPath customer service 24 hours before the scheduled installation. In the case that you are calling outside business hours, you must leave a voicemail stating your desire to cancel or reschedule installation. Failure to provide notification to DigitalPath customer service 24 hours prior to scheduled installation will result in a \$25.00 rescheduling fee which will be charged to your credit card, or you will be invoiced if they have selected to pay by

check.

3.6.2 Self-Installation

Customers who choose to perform self-installation assume all liability for damage, destruction, injury or death to any persons or property during the installation process or as a result of the installation, regardless of any advice or instruction they may have received from DigitalPath employees or representatives. Compliance with safety requirements and building codes are the responsibility of the Customer. Refer to Sections: WARRANTY DISCLAIMERS, LIMITATION OF DIGITALPATH'S LIABILITY and INDEMNIFICATION. If you are unwilling or unable to accept these responsibilities, disclaimers, limitations of liability and indemnification obligations, do not perform self-installation of the DigitalPath provided equipment.

3.7 Acceptable Use Guideline

The following Acceptable Use Guideline ("Guideline") outlines acceptable use of the DigitalPath Services, as well as permissible and prohibited conduct for using the wireless Internet access service to access the Internet.

3.7.1 Customer Responsibility

It is the responsibility of all DigitalPath Customers and all others who have access to DigitalPath's network to comply with this Guideline. Failure to comply with this Guideline could result in the suspension or termination of your Services. IF YOU DO NOT AGREE TO COMPLY WITH THIS GUIDELINE, YOU MUST IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY DIGITALPATH SO THAT YOUR ACCOUNT MAY BE CLOSED. WE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE SERVICE AND ANY APPLICABLE USER AGREEMENTS OR SERVICE ORDERS IF YOU ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS GUIDELINE OR IF YOU USE THE DIGITALPATH EQUIPMENT OR SERVICE IN A WAY WHICH IS CONTRARY TO ANY DIGITALPATH POLICIES. You must strictly adhere to any policy established by another service provider that you access through the DigitalPath Services.

3.7.2 Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using the DigitalPath Service, customer equipment, or the DigitalPath equipment to:

1. undertaking or accomplishing any unlawful purpose, including but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
2. posting, storing sending, transmitting, or disseminating any information, data, text, files, links, software, or other materials which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
3. soliciting passwords or personal information for commercial or unlawful purposes, including hidden pages, links or images, providing instructional information about illegal activities, or which threatens our relationships with our partners, customers or suppliers;
4. accessing any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the security system of any host, network, server, or user account, including but not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;
5. attempting to conceal or misrepresent the identity of the sender or person submitting the information, or otherwise invade someone's privacy;
6. sending "spam" or other direct marketing communications or posting, transmitting or linking to any unsolicited advertising, promotional materials, or any other forms of solicitation or commercial content;
7. intentionally or unintentionally performing or promoting any activity that would violate any applicable local, provincial/state, national or international law, including but not limited to any regulations having the force of law while using or accessing the DigitalPath Services;
8. posting or transmitting executable programming of any kind, including viruses, spyware, trojan horses, Easter eggs, or any other form of computer programming or disabling mechanism through action or inaction;
9. using the DigitalPath Services in such a way that damages the image or rights of DigitalPath, other users or third parties;
10. using or distributing tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when

used by you for purposes of securing or optimizing your own network, or if explicitly authorized by the destination host network;

11. attempting to circumvent, disable or otherwise interfere with security related features of the Services that prevent or restrict use or copying of any DigitalPath Content or enforce limitations on use of the DigitalPath Services;
12. uploading, posting, publishing, transmitting, reproducing, creating derivative works of, or distributing in any way, information, software or other material obtained through the DigitalPath Services or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
13. reselling the DigitalPath Service or otherwise making available to anyone outside of your business or residence the ability to use the Service (e.g., Wi-Fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. DigitalPath Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider, or as an endpoint on a non-DigitalPath local area network or wide area network;
14. copying, distributing, or sublicensing any software provided by DigitalPath or any third-party in connection with the DigitalPath Services, except that you may make one copy of each such software program for back-up purposes only;
15. serving, altering, modifying, or tampering with the DigitalPath equipment or DigitalPath Services or permit any other person to do the same who is not authorized by DigitalPath;
16. interfering with computer networking or telecommunications service to any user, host or network, including without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and
17. violating the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3.7.3 Violation of Acceptable Use Guideline

DigitalPath does not routinely monitor the activity of Accounts for violation of this Guideline. However, in our efforts to promote good practice within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although DigitalPath has no obligation to monitor use of the Service and/or the network, DigitalPath reserves the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Guideline; and to protect our Services, our Customers and other parties.

If the DigitalPath Services are used in a way that DigitalPath, in their sole discretion, believe violate this Guideline, DigitalPath may take the responsive actions that we deem appropriate. These actions may include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of your Account. DigitalPath reserves the right to investigate suspected violations of this Guideline, including the gathering of information from the Customers or Visitors involved and the complaining party, if any, and examination of material transmitted over DigitalPath's network.

You expressly authorize DigitalPath to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Guideline. This cooperation may include DigitalPath providing available personal information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information.

3.8 Wireless Internet Access Service Usage Policy

3.8.1 No Personal Firewall Provided

DigitalPath does not provide personal firewall software for devices connected to the Internet through DigitalPath wireless internet access service. We highly recommend you implement a firewall and is kept it on at all times. Failure to enable your firewall correctly could result in damage to your devices or loss of data.

3.8.2 Transmission and Receipt of Content

DigitalPath exercises no control over the content of information passing through our network, devices, or equipment. Disputes may arise between you and others or between you and DigitalPath related to such content. Such disputes could involve, among other things, the use or misuse of domain names; the infringement of copyrights, trademarks or other rights in intellectual property; defamation; fraud; the use or misuse of information; and problems with online auction or commerce transactions. You agree that all claims, disputes or wrongdoing which result from, or which are related in any way to, the content of information that you transmit, re-transmit or receive through DigitalPath's network or equipment are your sole and exclusive responsibility.

3.8.3 Data Allowances

DigitalPath implements data allowances for each billing cycle for all Customers of the DigitalPath Services. When a Customer exceeds their data allowance in a billing cycle, they will be given the option to either upgrade to a plan with higher data usage or possibly have their speeds reduced for the remainder of the billing cycle. At the beginning of every billing cycle, Customers will have their full data allowance available at their plan speed. Data allowances are subject to change in order to support DigitalPath network capacity. Customers consistently exceeding data allowances on the highest residential plans may be asked to upgrade to a business grade plan or have their account terminated in DigitalPath's sole discretion.

3.8.4 Traffic Prioritization

Customer traffic routing is prioritized based on plan types. Prioritization is implemented when network resources are near or at 100% capacity. Typically, business customers receive the highest priority and customers that have exceeded their data allowance receive the lowest priority.

3.8.5 Heavy Users

A "heavy user" is defined as a Customer whose total combined upload and download usage exceeds 300 gigabits within the last 30 days, or a Customer whose upload usage exceeds 30 gigabits within the last 30 days. "Heavy users" will be assigned the lowest priority with respects to Traffic Prioritization until their usage drops below the established thresholds. "Heavy users" may be terminated or required to upgrade their services in DigitalPath's sole discretion.

3.9 DigitalPath Email Service Usage Policy

3.9.1 Prohibited Use

While using the DigitalPath email services, you are required to comply with all applicable statutes, orders, regulations, rules and other laws; use email services in an acceptable manner; and not create unnecessary business risk to DigitalPath by misusing the Internet. You are prohibited from:

1. intercepting, redirecting or otherwise interfering or attempting to interfere with email intended for other parties;
2. forging headers or identifiers in order to disguise the origin of the email;
3. impersonating any person or entity, engaging in sender address falsification, forging anyone else's digital or manual signature, or performing any other similar fraudulent activity
4. mailing or sending files that contain copyrighted, commercial software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents;
5. knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
6. publishing, posting, distributing or disseminating defamatory, infringing, obscene or other unlawful material or information;
7. using the DigitalPath Internet Service or systems to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;
8. advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Usage Policy, including, but not limited to, the facilitation of the means to spam;
9. participating in the collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity;
10. sending mass, unsolicited email using DigitalPath email services, where DigitalPath reserves the right, in our sole discretion, to determine whether such email constitutes unsolicited messages or transmission;
11. sending large volumes of unsolicited email to a single individual, or group of individuals, for commercial or other purposes, a practice sometimes known as mail bombing; and messages
12. incorporating a third party's trademark within your DigitalPath email address without permission of the trademark owner.

3.9.2 Harassment

When using DigitalPath email service, you are prohibited from sending outrageously threatening or harassing email (for example, making terrorist threats, or threatening physical injury or damage to persons or property), especially after being requested to stop. However, not every "flame" message or angry exchange of email can automatically be considered harassment. DigitalPath is not responsible for the content or tone of any email or other transmissions via our Services. You should not expect DigitalPath to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. However, DigitalPath will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by subscribers or other users who believe they are being subjected to potentially unlawful harassment.

3.9.3 Monitoring

In order to ensure compliance with this DigitalPath Email Service Usage Policy, although DigitalPath has no obligation to monitor use of our email service, DigitalPath reserves the right at any time to use monitoring software in order to check upon the usage, transmissions, and content of emails, to identify violations of this Email Service Usage Policy, the general Acceptable Use Guideline, and to protect our Services, our Customers and other parties.

3.9.4 Size Limit

Files attached to email messages may not exceed 15 megabytes and DigitalPath shall have no obligation to transmit files exceeding 15 megabytes attached to email messages transmitted to or from your account. Your mailbox account storage may not exceed 50 megabytes and DigitalPath shall have no obligation to allow your account to exceed 50 megabytes. Once your mailbox account storage reaches 50 megabytes you will not receive any additional email messages and DigitalPath may, without notice, terminate your DigitalPath email service and delete any or all email stored in your mailbox account. If your DigitalPath Services or DigitalPath email service is terminated, you will be unable to access any email messages in your DigitalPath email account.

3.9.5 Policy Violation

Where it is believed that you have failed to comply with this policy, DigitalPath may impose a disciplinary penalty to you, ranging from a written warning to suspension of your email account, depending on factors such as the seriousness of the breach and your disciplinary record.

Additionally, DigitalPath may immediately terminate any Customer Account which we determine, at our sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email practices. If actual damages cannot be reasonably calculated for such violation, DigitalPath may seek liquidated damages of five (\$5.00) USD for each piece of "spam" or unsolicited bulk email transmitted from or otherwise connected with your Account.

3.10 DigitalPath Phone Service Usage Policy

3.10.1 E911 Services

Our E911 services will route your call to a public safety answering point (PSAP) based on the address given to DigitalPath when you signed up for service and/or ported over your phone number. As part of the E911 program, emergency response personnel will be provided with both the phone number you are calling from and the physical address at which the number is assigned to. DigitalPath assumes no responsibility for any information, which has been provided by you, which is incorrect in nature and does not allow emergency response personnel to locate anyone using the Service at your location. Services are not to be moved to a new address without contacting DigitalPath. If Services are moved without DigitalPath's knowledge, then all E911 functionality will cease to provide emergency response personnel with proper location information.

3.10.2 Service Outages Due to Power Failure or Network Disruption

E911 dialing may not function in the event of a power outage, equipment malfunction, network disruption or if the equipment associated with the DigitalPath Services is unplugged. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including E911. Service outages due to Internet outages or suspension or termination of DigitalPath Services may also interrupt your ability to use E911.

3.10.3 Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, E911 calls are answered or addressed by any PSAP. We disclaim all responsibility for the conduct of local PSAPs and/or a national PSAP. We rely on third parties to assist us in routing E911 calls to local PSAPs and to a national PSAP. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither

responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither DigitalPath nor our officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our E911 dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless DigitalPath, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including E911 dialing, incorrectly routed E911 dialing calls, and/or the inability of any user of the Service to be able to use E911 dialing or access emergency service personnel.

4 TERMINATION AND CANCELLATION

This Agreement is in effect until terminated by you or us. We may terminate the Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your User Account. You can cancel your DigitalPath Services by following the instructions on the DigitalPath Site. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to our Services at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, (i) you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of the DigitalPath Services; (ii) you will immediately cease all use of and access to the Services; and (iii) we may delete or disable your access to any DigitalPath Services at any time. If this Agreement terminates, DigitalPath reserves the right to delete all of your data, files, electronic messages, voicemails, user account names, email addresses, IP addresses, websites, or other information that are stored and/or used with the Services. If you cancel phone service without porting your service or telephone number to another service provider, you will forfeit the telephone number. DigitalPath will not be liable for the loss of any data, information, or phone numbers.

If you terminate your services with DigitalPath, it is your responsibility to ensure that all billing charges have ceased. Should you fail to recognize that your payment method is continuing to be charged, it is your responsibility to inform DigitalPath of this error. DigitalPath will not be responsible for charges to your credit card or bank account beyond 90 days after cancelation of the DigitalPath Services. If you do not allow DigitalPath to collect our equipment, or the equipment is damaged, you will be responsible for a fee of up to \$750.00 that will be charged to the payment method given by you to us.

Upon termination, except as specified herein, you agree that you will not be entitled to a refund for any prepaid amounts. This includes, but is not limited to, any dispute regarding the DigitalPath Services, the Agreement and the enforcement or interpretation of the Agreement, DigitalPath's policies and practices including our privacy policy, your ability to access the DigitalPath Services, the content available on the DigitalPath Services, and any matters relating to billing.

You agree that if your use of DigitalPath Services is terminated pursuant to this Agreement, you will not attempt to use that Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur. Your use of the Service after termination will be a violation of this Section, which survives any termination.

Early Termination Fees may still apply if you signed up for a plan that carries a 12-month commitment, and you cancel within the first 12 months. Any amounts owed by you to DigitalPath for early termination, past due amounts, un-returned equipment, or any other charge due will automatically be charged to your credit card on file without

obtaining your further consent. Your initial and or continued use of the DigitalPath Services is your consent to these charges being applied to your credit card.

The provisions of this Agreement concerning protection of intellectual property rights, acceptable and prohibited use, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

5 WARRANTY DISCLAIMERS

THE DIGITALPATH SERVICES, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS, INSTRUCTIONS, EQUIPMENT AND MATERIALS, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE DIGITALPATH SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE DIGITALPATH SERVICES WILL MEET CUSTOMERS OR VISITORS' REQUIREMENTS. NO ADVICE, RESULTS, INSTRUCTION OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. DIGITALPATH ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR HARM, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT FROM YOUR ACCESS TO OR USE OF DIGITALPATH SERVICES, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO THROUGH THE DIGITALPATH SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE DIGITALPATH SERVICES. IF YOU ARE PERFORMING SELF-INSTALLATION OF EQUIPMENT PROVIDED BY DIGITALPATH, DIGITALPATH ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGE, DESTRUCTION, INJURY OR DEATH TO ANY PERSONS OR PROPERTY DURING THE INSTALLATION PROCESS OR AS A RESULT OF YOUR SELF-INSTALLATION.

WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, DIGITALPATH AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED THROUGH OUR SERVICES, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH DIGITALPATH OR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA OUR SERVICES ARE PROVIDED "AS IS", EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND DIGITALPATH OR ITS LICENSOR OR SUPPLIER.

6 LIMITATION OF DIGITALPATH'S LIABILITY

YOU ACKNOWLEDGE, BY YOUR USE OF OR INSTALLATION OF DIGITALPATH SERVICES: (1) THAT YOUR USE OF OR INSTALLATION OF THE SERVICES IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY PROPERTY OR EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF OUR SERVICES; AND (3) IN NO EVENT SHALL DIGITALPATH BE LIABLE UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, PROPERTY DAMAGE, PERSONAL INJURY

(INCLUDING DEATH), LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOOD WILL OR OPPORTUNITY) WHETHER OR NOT DIGITALPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. DIGITALPATH SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL DIGITALPATH'S LIABILITY TO YOU EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID BY YOU TO DIGITALPATH FOR THE PRIOR MONTH'S USE OF THE SERVICES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR OUT OF YOUR USE OF THE DIGITALPATH SERVICES MAY BE BROUGHT BY YOU OR DIGITALPATH MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

Some jurisdictions do not allow the exclusion or limitation on liability for negligence that causes death or personal injury and, in such jurisdictions; DigitalPath's liability shall be limited to the greatest extent permitted by law.

7 INDEMNIFICATION

You agree to defend, indemnify and hold DigitalPath and our directors, officers, employees, agents or service providers harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with any DigitalPath Services; (iii) any information you submit, transmit, or make available through the DigitalPath Services; or (iv) Customers self-installation or modification of DigitalPath provided equipment. DigitalPath reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DigitalPath's defense of such claim.

8 DISPUTE, ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- 8.1 Initial Dispute Resolution. We are available by email at feedback@digitalpath.com or by mail at 1065 Marauder Street, Chico, CA 95973 to address any concerns you may have regarding your use of the DigitalPath Services. Most concerns may be quickly resolved in this manner. You agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.
- 8.2 Agreement to Binding Arbitration. For Customers of the DigitalPath Services that reside in North America, if we do not reach an agreed upon solution within a period of sixty (60) days from the time informal dispute resolution is pursued pursuant to Section 8.1 above, then either you or we may initiate binding arbitration. Except for any disputes excluded below in Section 8(d), all claims arising out of or relating to this Agreement (including their formation, performance and breach), the parties' relationship with each other and/or your use of the DigitalPath Services shall be finally settled by binding arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. The arbitration shall be conducted in the Sacramento, California, and claims regarding the judgement of the arbitrator (including entry of judgment on the arbitration award) may be brought and shall be subject to the exclusive jurisdiction of the state and federal court located in Sacramento, California.

Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The interpretation and enforcement of this Agreement shall be subject to the Federal Arbitration Act. The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250) and the claim is found to be non-frivolous, we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by us if you do

not prevail in arbitration. We will also pay JAMS to reimburse you for any portion of the \$250 filing fee that is more than what you would otherwise have to pay to file suit in a court of law. You understand that, absent this mandatory provision, you would have the right to sue in court and have a jury trial. You further understand that the right to discovery may be more limited in arbitration than in court.

- 8.3 Class Action and Class Arbitration Waiver. You and we each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class action, and you and we each expressly waive our respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 8.2 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Disputes.
- 8.4 Exceptions. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief (i) in a small claims court for disputes or claims within the scope of that court's jurisdiction, and (ii) any Disputes relating to intellectual property rights, obligations, or any infringement claims.
- 8.5 30 Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 8(b) and 8(c) by sending written notice of your decision to opt-out by emailing us at feedback@digitalpath.com. The notice must be sent within thirty (30) days of your first use of the Services, or the effective date of the first set of this Agreement containing an Arbitration and Class Action and Class Arbitration Waiver section otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.
- 8.6 Term for Cause of Action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the DigitalPath Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 8.7 Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 8(b) do not apply or if you have opted out of arbitration, you agree that any litigation shall be filed exclusively in state or federal courts located in Sacramento, California (except for small claims court actions which may be brought in the county where you reside). In the event of litigation relating to this Agreement or the DigitalPath Services, you agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.
- 8.8 Governing Law and Rules. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.
- 8.9 Exception – California Privacy Attorney Generals Act (PAGA) Action. Notwithstanding the parties' agreement to resolve all Disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.

9 COPYRIGHTS, DMCA, AND DIGITAL RIGHTS MANAGEMENT

DigitalPath respects the intellectual property of others, and we ask you to do the same.

If you are a copyright owner or an agent of a copyright owner and you believe your rights under U.S. copyright law have been infringed, you are encouraged to notify us in accordance with the Digital Millennium Copyright Act. To do so, please send an email to feedback@digitalpath.com with the Subject Line "DMCA Notice", and include the following:

- Identify the copyrighted work that you claim has been infringed;
- Identify the material or link on our Services that you claim is infringing your copyrighted work;
- Provide your full legal name, company affiliation, mailing address, telephone number, and email address; and
- Include in the body of your notice the following statement, followed by your electronic or physical signature: *"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."*

We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate our Customer's access to and use of our Services if,

under appropriate circumstances, the alleged Customer is determined to be a repeat infringer of the copyrights or other intellectual property rights of DigitalPath or others.

10 MISCELLANEOUS

- 10.1 No Waiver. DigitalPath may decide not to enforce our rights or exercise a remedy under this Agreement in any specific instance. Any such decision not to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of DigitalPath's rights or remedies available at law or in equity.
- 10.2 Entire Agreement. This Agreement reflect the entire agreement between DigitalPath and you respecting the subject matter hereof and fully supersede any and all prior agreements, representations, statements, and understandings, either oral or in writing of the parties.
- 10.3 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect. The parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.
- 10.4 Assignment. DigitalPath may assign our rights and delegate our obligations under this Agreement, in whole or in part, at any time with or without notice to you, and this Agreement will be binding upon and inure to the benefit of DigitalPath's successors and assigns. DigitalPath shall have the right to assign this Agreement, at our sole discretion, without notice to you. You may not assign, transfer or sublicense your rights (if any).
- 10.5 Force Majeure. Neither party shall be liable for any delay or failure of performance due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, action or request of a Federal, state or local governmental authority or of any civil or military authority; national emergencies; unavailability of rights-of-way or materials; inability to appropriately configure and/or interconnect the Services; or strikes, lock-outs, work stoppages or other labor difficulties.

11 NETWORK MANAGEMENT PRACTICES

- 11.1 Blocking. DigitalPath does not block lawful traffic.
- 11.2 Throttling. DigitalPath does not throttle traffic. See 'Data Allowances' and 'Traffic Prioritization'.
- 11.3 Affiliated Prioritization. DigitalPath does not prioritize traffic for the benefit of affiliates.
- 11.4 Paid Prioritization. See 'Traffic Prioritization'
- 11.5 Congestion Management. Our congestion management practice is to build capacity into each network segment capable of handling peak customer traffic, react to congestion as it arises by proactively and reactively implementing repairs and upgrades on our network. All traffic, with the exception of VoIP traffic, is affected equally, based on the subscriber plan prioritization. The purpose of this practice is to not unfairly impact specific subscribers or specific traffic, resulting in the best possible user experience during congestion events. Criteria used in determining congestion include latency, packet loss and review of traffic and link capacity. Congestion events vary and can occur daily, weekly or monthly. Customers that exceed the usage limits in their plan may experience a reduction in speed. DigitalPath implements Radio Resource Management software and proprietary network monitoring systems as part of the management practices for managing network capacity and managing congestion.
- 11.6 Application-Specific Behavior. Traffic that has been identified as related to a DDOS (Denial of Service Attacks) or other types of attacks or traffic identified to contain viruses/malware is automatically or manually blocked. No other traffic is intentionally blocked with the exception of known windows ports which can be remotely compromised.
- 11.7 Device Attachment Rules. 802.11 devices can connect wirelessly to certain network components, other devices can be connected through an Ethernet cable. All connections require authentication through an active subscriber account. DigitalPath reserves the right at our discretion to block specific devices which might be believed to be compromised from a virus or worm, malware or other issue which could generate problems for other subscribers and the overall health of the DigitalPath Network.
- 11.8 Security. A basic firewall is installed on every end-user Customer's premise equipment. VLAN's and network segmenting provide additional security.

12 PERFORMANCE CHARACTERISTICS

- 12.1 Service Description. The delivery of DigitalPath Services may include 3rd party and/or DigitalPath proprietary 802.11 a, b, n, and ac wireless devices. Some user selected Service plans may not be capable of supporting all real-time applications. In most cases, actual and expected speeds are consistent with the service plan purchased. Latency varies between 7ms and 100ms based on location and other factors. Customers may see occasional fluctuations in subscribed speeds. Fluctuations or reductions in subscribed speeds are based on a variety of factors, including but not limited to, network usage, upstream providers, data allowances, provided equipment types and environmental impacts. Signal issues or other factors beyond DigitalPath's direct control may cause sustained reduced performance in certain situations.

DigitalPath does not guarantee uptimes, speeds or latency due to the variable listed above.

- 12.2 Impact of Non-Broadband Internet Access Service Data Services. DigitalPath only provides Broadband and VoIP services at this time. VoIP services have little to no impact on overall broadband network capacity and performance.

13 PRICES

- 13.1 Monthly Service Prices. See DigitalPath website for residential and business plan pricing. Existing Customers may refer to their monthly bill or log into the customer portal.
- 13.2 Usage Based Fees. DigitalPath does not charge usage-based fees beyond what is charged on a monthly basis for the subscribed service(s).
- 13.3 Early Termination Fees. DigitalPath does charge early termination fees. The minimum termination fee is \$250 if service is canceled prior to the end of the agreement term. Some Business customers may have an early termination fee that is higher and based on the remainder of the contract term for all services contracted.

14 REDRESS OPTIONS

- You may contact DigitalPath at [800-676-PATH\(7284\)](tel:800-676-PATH(7284)) and select the department pertaining to the concern or email feedback@digitalpath.com. If the representative was unable to resolve the issue, ask to speak to a DigitalPath manager. If you feel that the complaint still has not been properly addressed, you may choose to proceed as outlined in Section 8 above.

Our Services

Residential
Business
Customer Portal
User Agreement

Our Company

Our Values
Careers
Privacy Policy
Transparency Disclosure
FAQ

Contact Us

(800) 676-7284
sales@digitalpath.net
1065 Marauder St
Chico, CA 95973



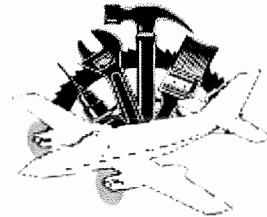


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **August 2, 2022**

TO: Honorable Board of Supervisors
FROM: JD Moore – Facility Services Director
SUBJECT: Approve and authorize the Director of Facility Services & Airports to recruit and fill, vacant Airport Manager position at Nervino Airport.

Recommendation

Approve and authorize the Director of Facility Services & Airports to recruit and fill, vacant Airport Manager position at Nervino Airport.

Background and Discussion

Herb Bishop, current Airport Manager at Nervino Airport has submitted his letter of resignation, effective August 31, 2022.

This is a .625 FTE contracted position, and is funded out of the Airport budget (20891).

Attachments

Critical Staffing Memo
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2021/2022

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes

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

It is critical that the Airport Manager position is approved/filled, as the manager is responsible for performing fuel quality tests (JetA & 100LL), ordering fuel, checking runway/taxiway lighting, weed abatement, snow removal, collecting tie down fees, and general maintenance at the Airport.

3. How long has this position been vacant?

Herb Bishop, current Airport Manager submitted his letter of resignation, effective August 31, 2022.

4. Can the department use other wages until the next budget cycle?

This position is funded out of the Airport budget (20891).

5. What are staffing levels at other counties for similar departments and/or positions?

Unknown.

6. What core function will be impacted without filling the position prior to July 1st?

If this position is not filled, the overall functionality of Nervino Airport will be impacted.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

N/A

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?

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

No.

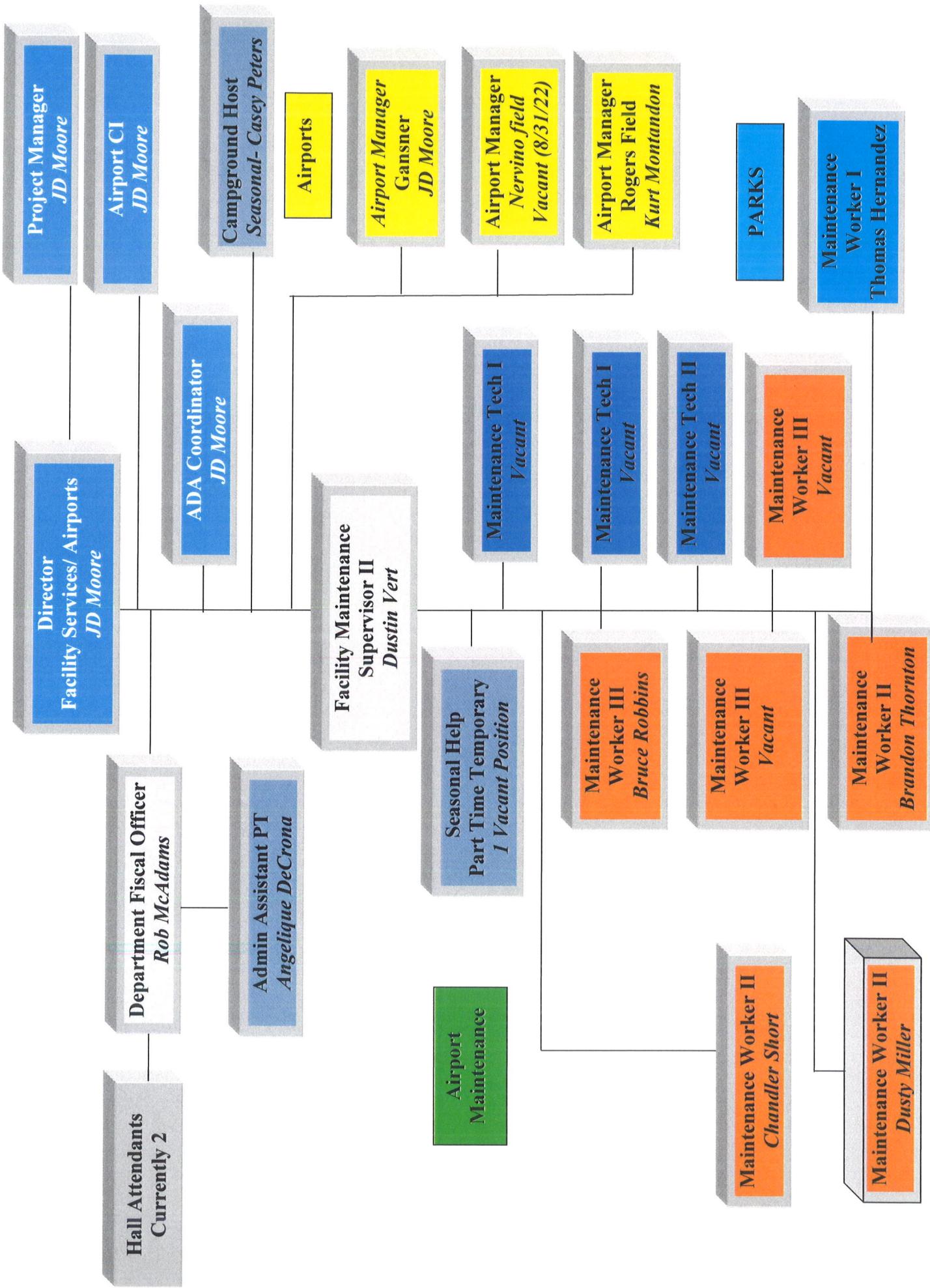
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Filling this position will not impact the general fund, as it is funded out of the Airport budget (20891)

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No.

Department of Facility Services- Organizational Chart As Of 07/14/2022



DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: July 19, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF AUGUST 2, 2022.

RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND PUBLIC WORKS UNIT AND PUBLIC WORKS MID-MANAGEMENT BARGAINING UNIT REPRESENTED BY OPERATING ENGINEERS LOCAL #3.

IT IS RECOMMENDED THAT THE BOARD:

Approve resolution to ratify the Memorandum of Understanding for the Public Works Bargaining Units, represented by Operating Engineers Local #3.

BACKGROUND AND DISCUSSION:

The County negotiation team has met in good faith with the bargaining team of Operating Engineers to reach a tentative agreement. The tentative agreement for the both units within Public Works contains the following:

1. Proposal 1 - Term

The County counter-proposes that the term of the successor MOU be July 1, 2022 to December 31, 2023.

2. Proposal 2 - Wage

The County proposes that base wages increase of 10% effective July 1st, 2022.

The County shall pay employees in the following job classifications, which did not receive a lump-sum payment on or about 11/21/2021 a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions following Board of Supervisors' adoption of this Agreement, effective July 1, 2022:

Equipment Services Worker
Lead Power Equipment Mechanic
Mechanic/Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Public Works Maintenance Lead Worker I
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker III
Welder

3. Proposal 3 - Holidays

June 19, Juneteenth to list of observed county holidays.

4. Proposal 4 - Vacation

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

It is my recommendation to approve and ratify the Memorandum of Understanding for Public Works Unit and Public Works Mid-Management & Supervisors Units.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: Memorandum of Understating for Public Works Unit
Exhibit B: Memorandum of Understanding for Public Works Mid-Management & Supervisors Unit

RESOLUTION NO. 2022-_____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF PUBLIC WORKS AND PUBLIC WORKS MID-MANAGEMENT &
SUPERVISOR REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Public Works Units represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Public Works Bargaining Units employees. The period covered under this tentative agreement is July 1, 2022 through December 31, 2023.

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st 2nd day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Kevin Goss, Chair of Board of Supervisors

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

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

**Public Works Mid-Management
& Supervisor Unit**

July 1, 2022 to December 31, 2023

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

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

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

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

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

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

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

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;

10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

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

1.04 IMPLEMENTATION

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

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

1.05 PAYROLL DEDUCTIONS

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

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

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

1.06 USE OF COUNTY FACILITIES

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

1.07 BULLETIN BOARDS

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

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

1.08 ACCESS TO EMPLOYEES

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

AB 119 – New Employee Orientation

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

1.09 SALARY RANGE ADJUSTMENTS AND PERSONNEL RULE CHANGES

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

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

1.10 UNIT REPRESENTATIVES

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

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

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

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

1.12 INDIVIDUAL RIGHTS

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

1.13 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in

Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

- (b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.
- (c) A for cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

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

2.00 COMPENSATION

2.01 SALARY

The County shall increase base wages by 10% for each represented classification effective the first full pay period in July 2022.

2.02 MERIT INCREASE

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

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

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

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

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

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

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

3.02 COMPENSATORY TIME OFF

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

- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Each employee and employee's department head shall keep records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

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

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

3.04 CALL-BACK PAY

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

be overtime subject to the overtime provisions of this Memorandum of Understanding.

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

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

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

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

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

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

$\frac{1}{2}$), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

3. For the thirty-one and one-half (31 $\frac{1}{2}$) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 $\frac{1}{2}$) hours of standby duty.
4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.
5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

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

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources 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.

3.08 FLEX TIME

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

3.09 FOUR DAY WORK WEEK

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

3.10 4-10'S SHIFT

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

3.11 REST PERIODS

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

3.12 WORK SCHEDULE

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

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

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

(a) Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only: **\$711.20**

Plus One: \$1,421.60

Full Family: \$1,920.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

(b) Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive \$100.00 (one hundred dollars) per pay period for 24 (twenty four) pay periods per year, for a maximum benefit of \$2,400.00 (twenty-four hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

Retiree Employee Health Plan:

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

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

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

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service Percent of Sick Leave Value

0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

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

4.02 RETIREMENT

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

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

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows:

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

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

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

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

- (a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.
- (c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department
- (d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.
- (e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (a) The appointing authority was notified on the first day of such absence.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

(a) Accrual shall be computed from the date of hire:

1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.
3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

(b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.

(c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employee's vacation accrual balance at or below the maximum allowed accrual.

(d) Reasons to extend a vacation accrual limit may include but not be limited to the following.

1. The employee was required to work as a result of an operational need or an emergency.
2. The employee was assigned to work of a priority or critical nature an extended period of time.
3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
4. The employee was on jury duty.
5. The employee was prevented by the department head or designee from utilizing accrued vacation.

(e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

(f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

(g) Each department head or designee will make every effort to act on vacation requests in a timely manner.

(h) Vacations will be canceled only when operational needs require it.

(i) Upon death, retirement, layoff, an employee or said employee's estate

shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day

The third Monday in January, Dr. Martin Luther King, Jr. Day

February 12, Lincoln's birthday;

The third Monday in February, Presidents' Day;

The last Monday in May, legal observance of Memorial Day;

June 19, June Juneteenth

July 4, Independence Day;

The first Monday in September, Labor Day;

The second Monday in October, Columbus Day;

November 11, Veterans' Day

The day in November that is the legal observance of Thanksgiving.

The day in November following Thanksgiving;

December 24, Christmas Eve

December 25, Christmas Day; and

Three (3) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued

sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

“Grievant.” A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

“Day.” As used within this Article, “day” shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the

grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place

of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Four Hundred Fifty (\$450.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each fiscal year, or with their first paycheck after assignment to an eligibility classification:

Public Works Bargaining Unit

Assistant Director of Public Works
Deputy Director of Public Works
Equipment Maintenance Supervisor
Public Works Administrative Services Officer
Public Works Fiscal Officer/Administrative Services Manager
Public Works Maintenance Supervisor

Provided, however, that the July safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars (\$500) per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.04 FURLough RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.

- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek (“4-9s workweek”) for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.
- (e) An employee shall not be furloughed more than one (1) day in any pay period.
- (f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.
- (g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.
- (h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.
- (i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the

terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from July 1, 2022 through December 30, 2023.

SIGNATURES

UNION

Michael DeAnda
Business Representative

Date

Robert Thorman
Employee Representative, Public Works Mid-Management &
Supervisors Bargaining Unit

Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes – Chief Negotiator

Nancy Selvage, Human Resources Director

Appendix A

Public Works Mid-Management & Supervisor Unit Job Classifications

Assistant Director of Public Works
Deputy Director of Public Works
Equipment Maintenance Supervisor
Public Works Administrative Services Officer
Public Works Fiscal Officer/Administrative Services Manager
Public Works Maintenance Supervisor

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

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

Public Works Unit

July 1, 2022 to December 31, 2023

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

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

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

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

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

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

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

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;
8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;

10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

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

1.04 IMPLEMENTATION

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

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

1.05 PAYROLL DEDUCTIONS

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

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

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

1.06 USE OF COUNTY FACILITIES

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

1.07 BULLETIN BOARDS

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

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

1.08 ACCESS TO EMPLOYEES

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

AB 119 – New Employee Orientation

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

1.09 SALARY RANGE ADJUSTMENTS AND PERSONNEL RULE CHANGES

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

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

1.10 UNIT REPRESENTATIVES

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

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

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

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

1.12 INDIVIDUAL RIGHTS

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

1.13 PROBATIONARY APPOINTMENT

- (a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in

Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

- (b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.
- (c) A for cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.
- (d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

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

2.00 COMPENSATION

2.01 SALARY

The County shall increase base wages by 10% for each represented classification effective the first full pay period in July 2022.

The County shall pay employees in the following job classifications which did not receive a lump-sum payment on or about 11/21/2021 a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement:

Equipment Services Worker
Lead Power Equipment Mechanic
Mechanic/Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Public Works Maintenance Lead Worker I
Public Works Maintenance Worker I

Public Works Maintenance Worker II
Public Works Maintenance Worker III
Welder

2.02 MERIT INCREASE

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

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

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

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

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

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

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

3.02 COMPENSATORY TIME OFF

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

- (a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.
- (b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.
- (c) Each employee and employee's department head shall keep records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.
- (d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee.
- (e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.
- (f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department
- (g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

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

- (a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.
- (b) On-call employees will be expected to respond to service call within 30 minutes.
- (c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.
- (d) Employees responding to a service call outside of normal duty hours shall

be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime “exempt” and “non-exempt” employees.

- (e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

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

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

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

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

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

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

- (a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to continue working, he/she shall receive one and one-half (1-1/2) times

his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 $\frac{1}{2}$) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 $\frac{1}{2}$) hours of standby duty.
2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 $\frac{1}{2}$), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
3. For the thirty-one and one-half (31 $\frac{1}{2}$) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 $\frac{1}{2}$) hours of standby duty.
4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.
5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.
6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

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

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources 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.

3.08 FLEX TIME

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

3.09 FOUR DAY WORK WEEK

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

3.10 4-10'S SHIFT

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

3.11 REST PERIODS

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

3.12 WORK SCHEDULE

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

- (a) When a County-recognized paid holiday occurs during a regular scheduled shift,

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

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

- (a) Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only: \$711.20

Plus One: \$1,421.60

Full Family: \$1,920.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

- (b) Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive \$100.00 (one hundred dollars) per pay period for 24 (twenty four) pay periods per year, for a maximum benefit of \$2,400.00 (twenty-four hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

Retiree Employee Health Plan:

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

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium

contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

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

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

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

4.02 RETIREMENT

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

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

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

- (a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.
- (b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.
- (c) An employee hired or rehired on or after July 1, 2010 shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows:

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

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

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

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

- (a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.
- (b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.
- (c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department
- (d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.
- (e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (a) The appointing authority was notified on the first day of such absence.
- (b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

- (a) Accrual shall be computed from the date of hire:
 - 1. During the first (1st) through second (2nd) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 - 2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.
 - 3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.
 - 4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

- (b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.
- (c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.
- (d) Reasons to extend a vacation accrual limit may include but not be limited to the following.
 - 1. The employee was required to work as a result of an operational need or an emergency.
 - 2. The employee was assigned to work of a priority or critical nature an extended period of time.
 - 3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.
 - 4. The employee was on jury duty.
 - 5. The employee was prevented by the department head or designee from utilizing accrued vacation.
- (e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

- (f) The Department Head will define a thirty (30) day window period each calendar

year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

- (g) Each department head or designee will make every effort to act on vacation requests in a timely manner.
- (h) Vacations will be canceled only when operational needs require it.
- (i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve

December 25, Christmas Day; and

One (1) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or
- (b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the

specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.
- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Four Hundred Fifty (\$450.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each fiscal year, or with their first paycheck after assignment to an eligibility classification:

Public Works Bargaining Unit

Associate Engineer
Engineer Aide
Engineering Technician
Equipment Services Worker
Lead Power Equipment Mechanic
Mechanic / Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Public Works Maintenance Lead Worker I
Principle Transportation Planner
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker III
Public Works Senior Environmental Planner
Senior Engineering Technician

Senior Planner (Environmental)
Solid Waste Program Manager
Welder

Provided, however, that the July safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars (\$500) per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.04 FURLough RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.
- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.
- (e) An employee shall not be furloughed more than one (1) day in any pay period.
- (f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

- (g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.
- (h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.
- (i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from July 1, 2022 through December 30, 2023.

SIGNATURES

UNION

Michael DeAnda
Business Representative

Date

Joseph Buckley
Employee Representative, Public Works Bargaining Unit

Date

Mark Crews
Employee Representative, Public Works Bargaining Unit

Date

Jared Morris
Employee Representative, Public Works Bargaining Unit

Date

Dan Wiley
Employee Representative, Public Works Bargaining Unit

Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes – Chief Negotiator

Nancy Selvage, Human Resources Director

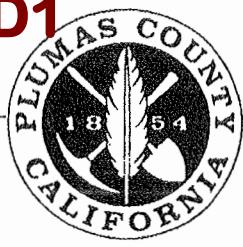
Appendix A

Public Works Unit Job Classifications

Associate Engineers
Engineer Aide
Equipment Services Worker
Engineering Technician 1
Engineering Technician II
Fiscal and Technical Services Assistant I
Fiscal and Technical Services Assistant II
Fiscal and Technical Services Assistant III
Lead Power Equipment Mechanic
Mechanic / Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Principle Transportation Planner
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker III
Public Works Senior Environmental Planner
Senior Planner (Environmental)
Senior Engineering Technician
Solid Waste Program Manager
Welder

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310

*Lindsay Fuchs
County Librarian*

DATE: July 25, 2022

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

RE: Review options and approve option of Board of Supervisor's choice for bookmobile vehicle design.

Recommendation:

It is recommended that the Board of Supervisors approves either the Sprinter or Van Body option. The Sprinter offers quicker turnaround time on delivery and comes in under the minimum budget. The Van Body offers more room for patrons/services and the collection, but comes in over budget and will have a slower delivery date.

Background and Discussion:

Plumas County Library received the *Stronger Together: Improving Library Access* grant from the CA State Library to help pay for a bookmobile to provide direct library services to the Greenville and surrounding areas post-Dixie Fire as part of the CA State Library's efforts to help libraries eliminate barriers and implement new ways to bring literacy, technology, and other services to those who face challenges visiting their local public library. The grant is for \$200,000 and per agreement with the match base requirement, the County is required to provide an additional \$40,000. Of that \$40,000, about \$12,000 has already been promised to the Library from donations received from the GoFundMe page set up for the Greenville Library after the Dixie Fire, other private individual and organization donations, and the Quincy Friends of the Library book sale fundraiser. At this point, a specific vendor from the RFP responses has been selected, but the question before the Board today is about the design style choice.

Quick Reference Difference List:

	“Sprinter” (Exhibit A)	“Van Body” (Exhibit B)	“Stepvan” (Exhibit C)
Fuel Type	Diesel (cannot be converted to gasoline)	Gasoline (can be converted to diesel for \$15,000)	Gasoline (can be converted to diesel for \$45,000)
Volume	Approx. 1,000	Approx. 1,400	Approx. 1,800
Life Expectancy	Assumed 7-10 years	Assumed 7-10 years	Assumed 12-16 years
Total of Unit with Tax	\$212,008.00	\$310,588.00	\$329,268.00
Amount above \$240,000	(-\$27,992.00)	\$70,588.00	\$89,268.00
Solar Panel	Included in price	Not included in price but recommended to add to final design	Not included in price but recommended to add to final design

All options include the necessary ADA wheelchair/bookcart lift access, WiFi system, HVAC and generator systems, lighting and interior options, exterior awnings, staff seating, the 100% graphics package, and delivery/transportation/training. All are under the weight limit so they can be driven using a CA Driver's License and not a commercial license.

Additional points:

- The Sprinter and Van Body are suggested for rural places due to weather/wind factors.
- While there are several factors between gasoline vs diesel to consider, diesel is considered a better long-term option for bookmobiles. A solar panel can also help offset having to keep the vehicle plugged in. However, gasoline is acceptable.
- The Sprinter and Van Body are easier for unfamiliar staff to drive.
- The Sprinter will have lower maintenance costs than the Van Body or Stepvan.
- The Sprinter will be available earlier than the Van Body or Stepvan.

See attached for the detailed quote, floorplan, and photo examples of a similar unit for each vehicle style.

Fiscal Impact:

Potential funding assistance will be requested through the Long-Term Recovery Group, private fundraising, potential other grants, individual and organization donations, our Friends of the Library groups, and other potential Dixie Fire related funds. However, outside of the \$12,000, no additional funding has been secured or promised as of this date. Choosing the Van Body or Stepvan style will put at least an additional \$70,588-89,268 on the line for the County to pay for the unit itself. This does not include the additional costs such as registration and other DMV fees, insurance fees, consultant fee and travel costs for on-site approval, and so on.

To clarify, though the unit itself will be under the \$240,000 amount, per grant requirements the County will still be required to meet that amount total. A budget modification may be submitted to the CA State Library so funding can cover bookmobile requirements outside of the unit price if the unit price is under \$240,000.

FARBER

SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

A

QUOTATION

CUSTOMER

Plumas County Library
Lindsay Fuchs
445 Jackson Street
Quincy, CA 95971

QUOTE/PROJECT DESCRIPTION

Farber Sprinter Bookmobile
Mercedes Sprinter 3500XD, 170" Wheelbase, High Roof, Extended Length
Diesel

TOTAL UNIT PRICE **\$197,677.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	DATE
Brock Templin	200 Days After Receipt of Chassis	Farber		30/70 or PO	11-May-22

QUANTITY		UNIT PRICE	TOTAL PRICE
1	FSV Sprinter Bookmobile	\$ 119,433.00	\$ 119,433.00
0	Mercedes Sprinter 4x4 Upgrade	\$ 8,500.00	\$ -

Model Upgrade Pricing

INTERIOR OPTIONS

1	Wheelchair/Bookcart Lift, automatic, ADA approved, Above Floor: Rear door	\$ 6,590.00	\$ 6,590.00
14	Custom Aluminum, Powdercoat White, Removable, Adjustable Book Shelves (per foot)	INCLUDED	INCLUDED
5	Custom Aluminum, Powdercoat White, Removable Single Sided Bookcart: Includes wall bracket	\$ 1,400.00	\$ 7,000.00
3	L-Track tie down tracks: Includes 6 ratchet straps and 12 removable track anchors	INCLUDED	INCLUDED
0	Custom Aluminum, Powdercoat White, Removable Double Sided Bookcart	\$ 1,800.00	\$ -
0	Equipment Cart (18-30 Laptops/Tablets Storage & Charging)	\$ 875.00	\$ -
0	Removable Workstation: Available as full aluminum or laminated wood top	\$ 256.00	\$ -
0	Folding Chair	\$ 84.00	\$ -

EXTERIOR OPTIONS

1	Lateral arm box awning, Sunbrella color selection, 177" L: PS, Roof mount	\$ 4,720.00	\$ 4,720.00
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FINISHES & UPGRADES

1	Commercial Grade Vinyl Flooring: Lonseal brand	INCLUDED	INCLUDED
0	Graphics Package; 50% Coverage	\$ 4,500.00	\$ -
0	Graphics Package; 75% Coverage	\$ 7,000.00	\$ -
1	Graphics Package; 100% Coverage	\$ 9,500.00	\$ 9,500.00

GREEN TECHNOLOGY

1	100W Solar Panel: Trickle Charging Only	\$ 620.00	\$ 620.00
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LIGHTING

1	Interior LED Lighting Package	INCLUDED	INCLUDED
2	Exterior LED Scene Lights: PS, Front and Rear, Upper	\$ 460.00	\$ 920.00

H.V.A.C.

1	Auxiliary Heating/Cooling unit: Built into the driver's side workstation	\$ 11,800.00	\$ 11,800.00
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GENERATORS & POWER SUPPLIES

1	1000W Inverter: Includes (5ct) 120V/12V USB interior receptacles & (1ct) GFCI exterior receptacle	INCLUDED	INCLUDED
1	25', 30Amp Shorecord w/ Reducing Adapters: Weatherproof receptacle, DS , Front	\$ 360.00	\$ 360.00

AUDIO/VIDEO OPTIONS

1	PA System w/ 2 interior speakers & 2 exterior speakers	\$ 2,600.00	\$ 2,600.00
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SATELLITE & CONNECTIVITY

0	Cradlepoint IBR900 Wi-Fi Router (Dual Carrier w/ manual switching)	\$ 1,450.00	\$ -
1	Cradlepoint IBR1700 Wi-Fi Router (Dual Carrier w/ auto switching)	\$ 2,834.00	\$ 2,834.00

EXTERIOR DOOR OPTIONS

1	Sprinter Bus Package: Includes Swivel Seats and Bus Style Doors	\$ 25,800.00	\$ 25,800.00
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DELIVERY AND TRAINING

1	Transportation of vehicle to customer. Full training included.	\$ 5,500.00	\$ 5,500.00
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Farber does not collect sales tax

TAX @ 7.25% \$ 14,331.00
TOTAL W/O TAX \$197,677.00
TOTAL W/ TAX \$212,008.00

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.

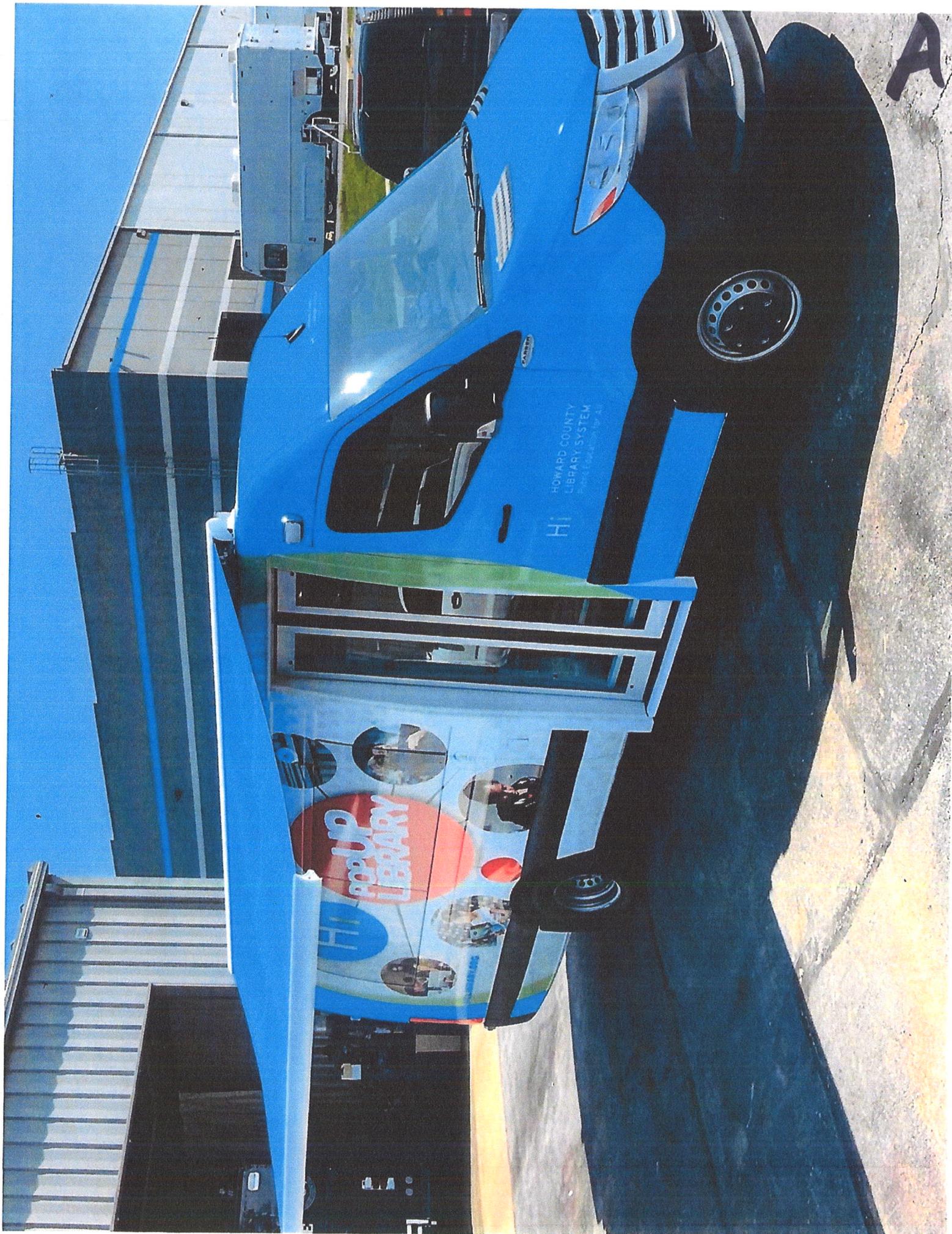
Above information is not an invoice and only an estimate of services/goods described above.

Payment will be collected in prior to provision of services/goods described in this quote.

Thank you for your business!

Please confirm your acceptance of this quote by signing this document.

A







FARBER

SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

B

QUOTATION

CUSTOMER

County of Plumas
Lindsay Fuchs
445 Jackson Street
Quincy, CA 95971
530.283.6310

QUOTE/PROJECT DESCRIPTION

Ford F550
Gasoline
18' Dry Van Body

TOTAL UNIT PRICE **\$310,588.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	DATE
Brock Templin	240 Days After Receipt of Chassis	Farber		30/70 or PO	11-May-22

QUANTITY		UNIT PRICE	TOTAL PRICE
1	FSV Body 18	\$ 205,000.00	\$ 205,000.00
27	Custom Book Mobile (per foot)	\$ 310.00	\$ 8,370.00
0	Upgrade Ford Gasoline to Ford Diesel Chassis	\$ 15,000.00	\$ -
0	Ford F550 4x4 Upgrade	\$ 3,900.00	\$ -

Model Upgrade Pricing

INTERIOR OPTIONS

1	Wheelchair/Bookcart Lift, automatic, ADA approved, Above Floor w/ door	\$ 6,590.00	\$ 6,590.00
18	Custom Aluminum, Powdercoat White, Removable, Adjustable Book Shelves (per foot)	\$ 688.00	\$ 12,384.00
5	Custom Aluminum, Powdercoat White, Removable Single Sided Bookcart	\$ 1,400.00	\$ 7,000.00
1	Emergency Exit Window	\$ 670.00	\$ 670.00
3	L-Track tie down tracks: Includes 6 ratchet straps and 12 removable track anchors		
0	Custom Aluminum, Powdercoat White, Removable Double Sided Bookcart	\$ 1,800.00	\$ -
0	Equipment Cart (18-30 Laptops/Tablets Storage & Charging)	\$ 875.00	\$ -
1	Removable Workstation: Available as full aluminum or laminated wood top	\$ 256.00	\$ 256.00
1	Folding Chair	\$ 84.00	\$ 84.00

INCLUDED **INCLUDED**

EXTERIOR OPTIONS

1	Electric roll up exterior awning, Sunbrella color selection, up to 18'	\$ 2,895.00	\$ 2,895.00
0	Lateral arm box awning, Sunbrella color selection, up to 18'	\$ 5,150.00	\$ -

FINISHES & UPGRADES

1	Commercial Grade Vinyl Flooring	\$ 1,660.00	\$ 1,660.00
0	Graphics Package; 50% Coverage	\$ 7,500.00	\$ -
0	Graphics Package; 75% Coverage	\$ 11,250.00	\$ -
1	Graphics Package;100% Coverage	\$ 15,000.00	\$ 15,000.00

LIGHTING

1	Interior LED Lighting Package	\$ 3,660.00	\$ 3,660.00
2	Exterior LED Scene Lights: PS, Front and Rear, Upper	\$ 460.00	\$ 920.00

H.V.A.C.

2	Roof mounted air conditioner	\$ 975.00	\$ 1,950.00
1	Powered reversible roof vent w/ max air cover	\$ 650.00	\$ 650.00

GENERATORS & POWER SUPPLIES

1	7 KW air cooled generator, quiet, compartment installed, remote start/stop	\$ 6,450.00	\$ 6,450.00
1	36', 50 Amp Shorecord w/ Reducing Adapters	\$ 670.00	\$ 670.00
1	Solar Battery Charging System: (2ct) 160W solar panels / charge controller	\$ 3,200.00	\$ 3,200.00

AUDIO/VIDEO OPTIONS

1	Back-up camera system, 7" LCD color monitor	\$ 1,250.00	\$ 1,250.00
1	PA System w/ 2 Interior speakers & 2 exterior speakers	\$ 2,600.00	\$ 2,600.00

SATELLITE & CONNECTIVITY

0	Cradlepoint IBR900 Wi-Fi Router (Dual Carrier w/ manual switching) - Bronze Level	\$ 1,450.00	\$ -
1	Cradlepoint IBR1700 Wi-Fi Router (Dual Carrier w/ auto switching) - Silver Level	\$ 2,834.00	\$ 2,834.00

EXTERIOR DOOR OPTIONS

0	F550 Door Package: Bus Style Doors	\$ 25,000.00	\$ -
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DELIVERY AND TRAINING

1	Transportation of vehicle to customer. Full training included.	\$ 5,500.00	\$ 5,500.00
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Farber does not collect sales tax

TAX @ 7.25% \$ 20,995.00
TOTAL W/O TAX \$289,593.00
TOTAL W/ TAX **\$310,588.00**

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.

Thank you for your business!

B

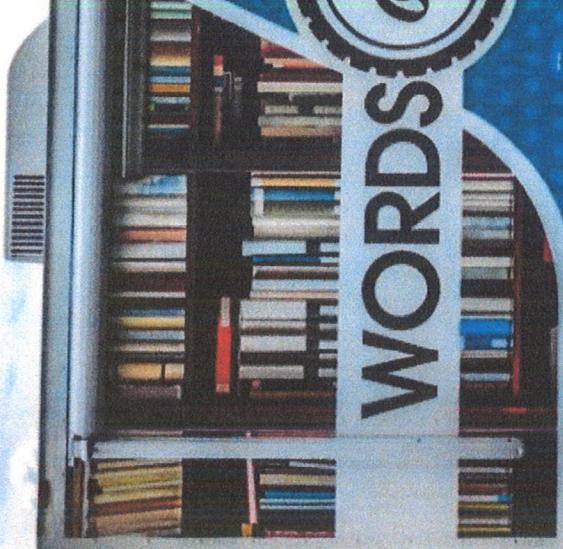
MENOMINEE COUNTY
LIBRARY

WORDS *on* WHEELS

906-753-6923

MENOMINEE COUNTY
LIBRARY
906-753-6923

FARBER







FARBER

SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

QUOTATION

CUSTOMER

County of Plumas
Lindsay Fuchs
445 Jackson Street
Quincy, CA 95971
530.283.6310

QUOTE/PROJECT DESCRIPTION

Farber Stevan
Ford F59, Gasoline
22' Interior Floorspace

TOTAL UNIT PRICE **\$329,268.00**

CONTACT	DELIVERY	SHIPPED VIA	F.O.B.	TERMS	DATE
Brock Templin	280 Days After Receipt of Chassis	Farber		30/70 or PO	10-May-22

QUANTITY		UNIT PRICE	TOTAL PRICE
1	FSV Stevan 22	\$ 242,552.00	\$ 242,552.00
0	Upgrade to Freightliner MT55, Diesel Chassis	\$ 45,000.00	\$ -

Model Upgrade Pricing

INTERIOR OPTIONS				
1	Wheelchair/Bookcart Lift, automatic, ADA approved, Above Floor	\$ 6,590.00	\$	6,590.00
22	Custom Aluminum, Powdercoat White, Removable, Adjustable Book Shelves (per foot)	\$ INCLUDED	\$	INCLUDED
5	Custom Aluminum, Powdercoat White, Removable Single Sided Bookcart	\$ 1,400.00	\$	7,000.00
3	L-Track tie down tracks: Includes 6 ratchet straps and 12 removable track anchors	\$ INCLUDED	\$	INCLUDED
0	Custom Aluminum, Powdercoat White, Removable Double Sided Bookcart	\$ 1,800.00	\$	-
0	Equipment Cart (18-30 Laptops/Tablets Storage & Charging)	\$ 875.00	\$	-
1	Removable Workstation: Available as full aluminum or laminated wood top	\$ 256.00	\$	256.00
1	Folding Chair	\$ 84.00	\$	84.00

EXTERIOR OPTIONS				
1	Electric roll up exterior awning, Sunbrella color selection, up to 18'	\$ 2,895.00	\$	2,895.00
0	Lateral arm box awning, Sunbrella color selection, up to 18'	\$ 5,150.00	\$	-

FINISHES & UPGRADES				
1	Commercial Grade Vinyl Flooring	\$ 1,660.00	\$	1,660.00
0	Graphics Package: 50% Coverage	\$ 9,500.00	\$	-
0	Graphics Package: 75% Coverage	\$ 12,500.00	\$	-
1	Graphics Package: 100% Coverage	\$ 16,500.00	\$	16,500.00

LIGHTING				
1	Interior LED Lighting Package	\$ 3,660.00	\$	3,660.00
2	Exterior LED Scene Lights	\$ 460.00	\$	920.00

H.V.A.C.				
2	Roof mounted air conditioner	\$ 975.00	\$	1,950.00
1	Powered reversible roof vent w/ max air cover	\$ 650.00	\$	650.00

GENERATORS & POWER SUPPLIES				
1	7 KW air cooled generator, quiet, compartment installed, remote start/stop	\$ 6,459.00	\$	6,459.00
1	36', 50Amp Shorecord w/ Reducing Adapters	\$ 650.00	\$	650.00
1	Solar Battery Charging System: (2ct) 160W solar panels w/ charge controller & remote gauge	\$ 3,200.00	\$	3,200.00

AUDIO/VIDEO OPTIONS				
1	Back-up camera system, 7" LCD color monitor	\$ 1,250.00	\$	1,250.00
1	PA System w/ 2 interior speakers & 2 exterior speakers	\$ 2,400.00	\$	2,400.00

SATELLITE & CONNECTIVITY				
0	Cradlepoint IBR900 Wi-Fi Router (Dual Carrier w/ manual switching)	\$ 1,450.00	\$	-
1	Cradlepoint IBR1700 Wi-Fi Router (Dual Carrier w/ auto switching)	\$ 2,834.00	\$	2,834.00

EXTERIOR DOOR OPTIONS				
0	Stepvan Door Package: Bus Style Doors	\$ 25,000.00	\$	-

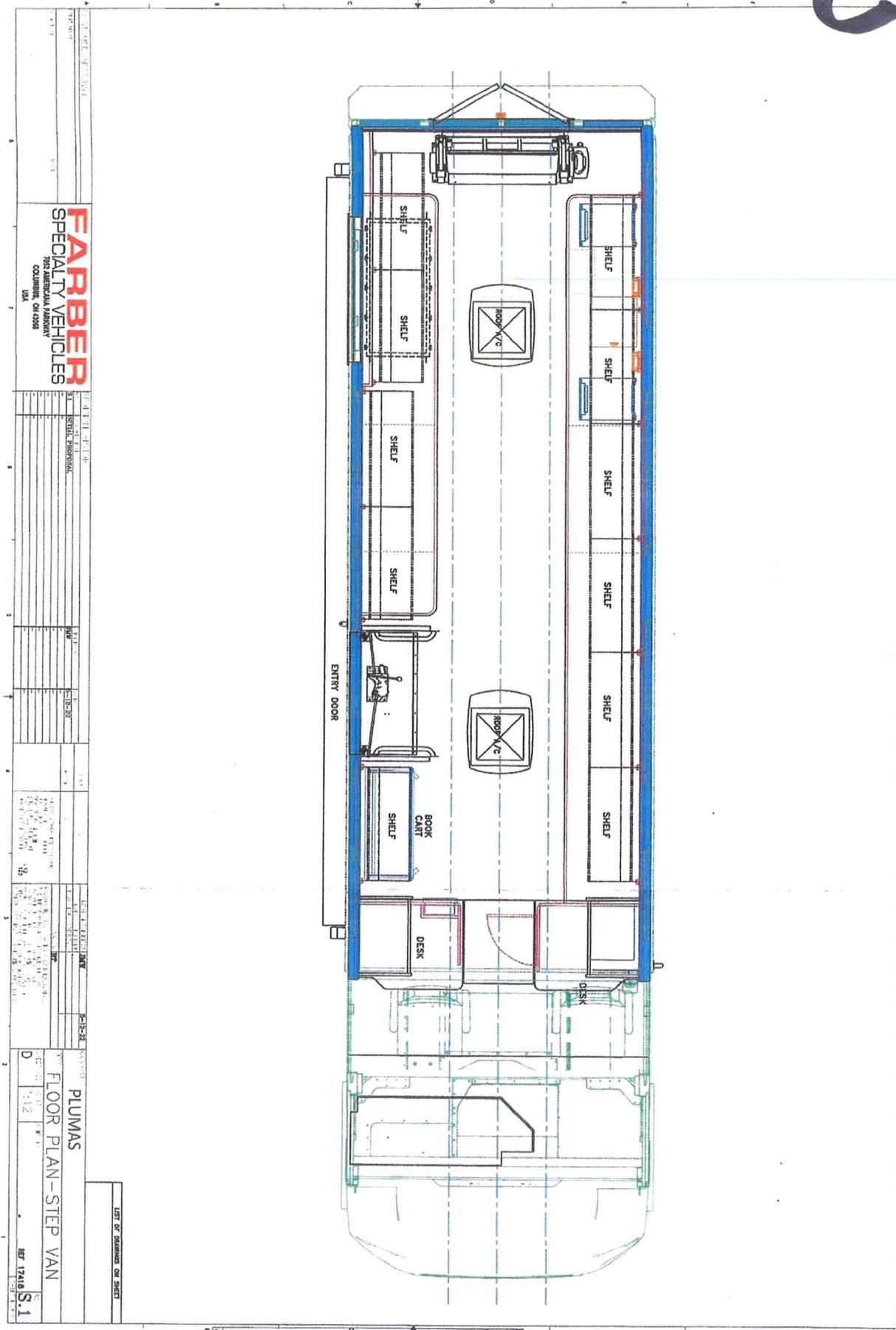
DELIVERY AND TRAINING				
1	Transportation of vehicle to customer. Full training included.	\$ 5,500.00	\$	5,500.00

Farber does not collect sales tax
TAX @ 7.25% \$ 22,258.00
TOTAL W/O TAX \$307,010.00
TOTAL W/ TAX **\$329,268.00**

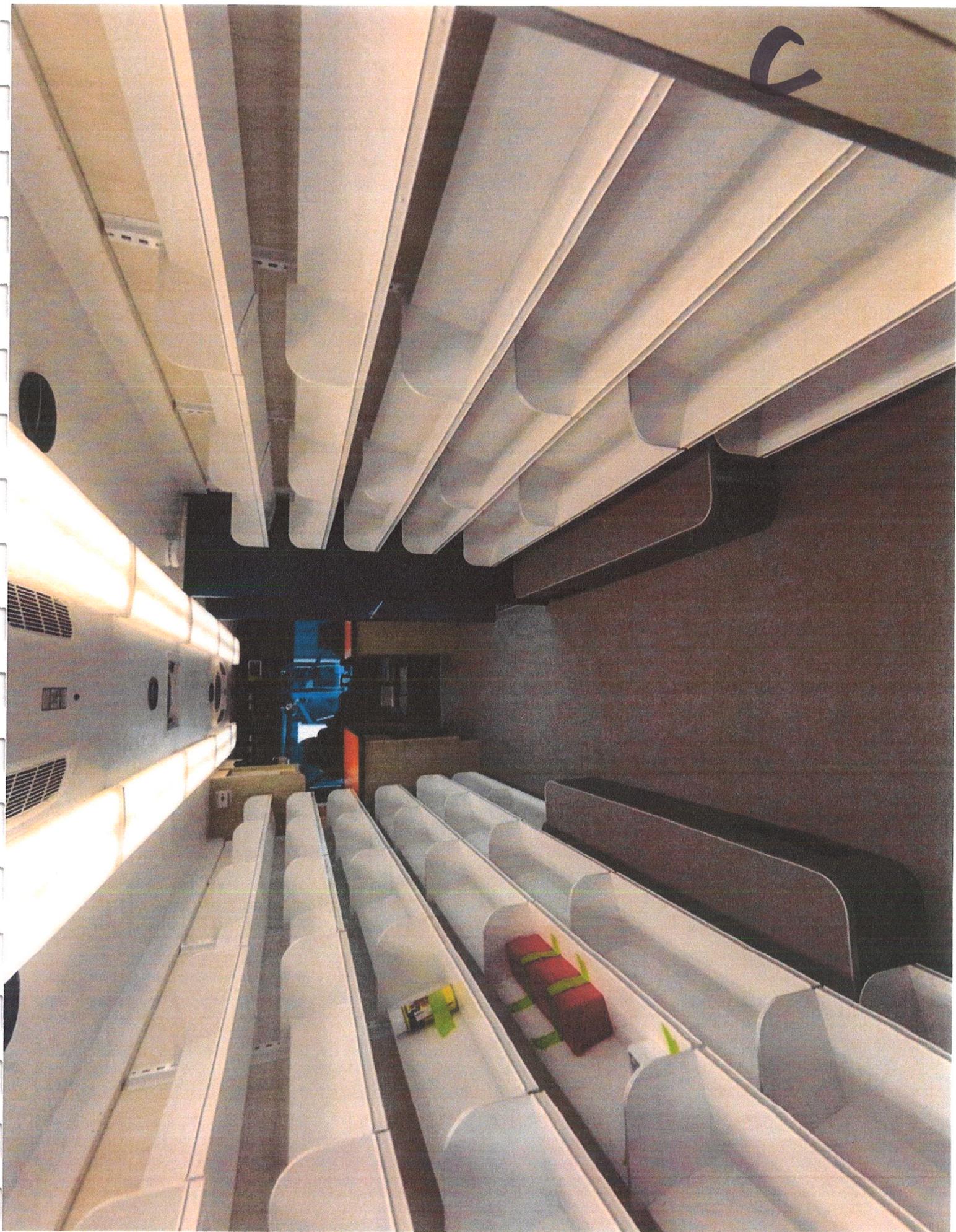
SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.
Above information is not an invoice and only an estimate of services/goods described above.
Payment will be collected in prior to provision of services/goods described in this quote.

Thank you for your business!



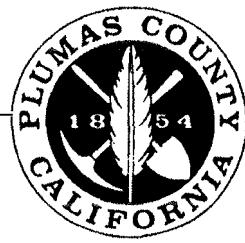






PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: July 22, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Authorize the County Librarian to recruit and fill vacant, funded, and allocated position of .625 FTE Fiscal & Technical Services Assistant 1/11/11position.

Recommendation:

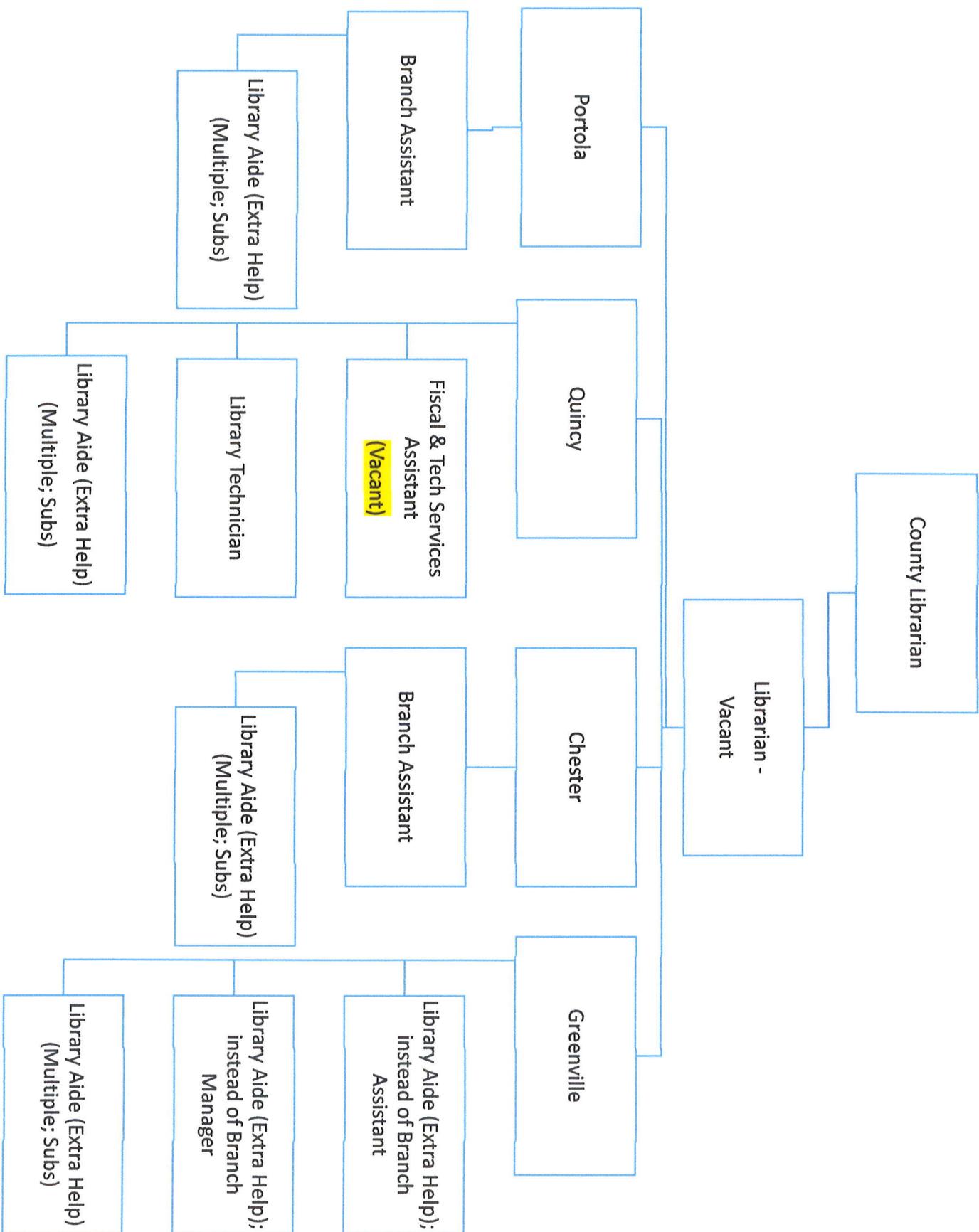
Authorize the County Librarian to recruit and fill vacant, funded, and allocated position of .625 FTE Fiscal & Technical Services Assistant 1/11/11position.

Background:

The County Librarian is requesting approval to fill the newly vacant, allocated and funded .625 FTE Fiscal & Technical Services Assistant 1/11/11position which was created due to resignation.

The appropriate Critical Staffing Questionnaire, Job Description, and Departmental Organizational Chart are attached.

Organizational Chart for Plumas County Library



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR FISCAL YEAR 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes. The Fiscal & Technical Services Assistant is a necessary position in the Library (and in most departments.) Among other Library specific duties, they assist with budget related matters, payroll, claims, deposits, statistics, and more, all tasks that must be fulfilled on a weekly basis.

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

This position has weekly duties that can only be filled by the Fiscal & Technical Services Assistant, Librarian (currently vacant), or County Librarian. These duties must be done in a timely manner to make sure vendors, staff, and other departments receive necessary documents by their deadlines. These are not tasks the County Librarian can continuously do without that position's workload suffering.

3. How long has this position been vacant?

July 18, 2022.

4. Can the department use other wages until the next budget cycle?

No. This position needs a permanent replacement. This position is already accounted for in the upcoming budget cycle.

5. What are staffing levels at other counties for similar departments and/or positions?

This position is found in both other Libraries in other counties and in other departments within the County.

6. What core function will be impacted without filling the position prior to July 1st?

Claims, payroll, deposits, and more will be impacted if the County Librarian is unable to do those tasks instead.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

This affects other departments, creating more work on them, and will cause issues within the Library Dept if this position is not filled.

A non -general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?
N/A. This is a General Fund Dept.

10. 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?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

FISCAL AND TECHNICAL SERVICES ASSISTANT I

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first working level in the Fiscal and Technical Services Assistant class series. Incumbents learn and perform a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to provide specialized and technical public assistance. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Fiscal and Technical Services Assistant II. Assignments are similar to those of a Fiscal and Technical Services Assistant II, however, employees work with less independence and closer supervision than a Fiscal and Technical Services Assistant II.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Learns and keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax.
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness.
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

KNOWLEDGE OF

- General knowledge of financial, statistical, library, public works, social services, solid waste, tax, assessment roll, or other specialized recordkeeping.
- Account and fiscal recordkeeping.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

ABILITY TO

- Learn and perform a variety of specialized financial, statistical, tax collector, library, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the County Library, Public Works, Social Services, Solid Waste Planning, or other assigned area.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT I – 4

TRAINING AND EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing general office support and public assistance work similar to Office Assistant II with Plumas County.

SPECIAL REQUIREMENTS:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

FISCAL AND TECHNICAL SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the second working level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to assist with specialized and technical public assistance. Assignments are similar to those of a Fiscal and Technical Services Assistant I, however employees work with greater independence and initiative. Responsibilities include serving as a source of in-depth information for a work assignment area and the public.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of library assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, tax, library, public works, social services, solid waste, assessment roll, or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, treasurer functions, library operations, public works, social services, solid waste assessments, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

Ability to:

- Perform a variety of specialized financial, statistical, library, public works, social services, solid waste, tax collector, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the

- County Library, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience in performing specialized financial, statistical, library, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant I with Plumas County.

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

FISCAL AND TECHNICAL SERVICES ASSISTANT III

DEFINITION

Under general supervision, to have assigned responsibility for a specialized area of account, statistical, or technical record keeping work in connection with the maintenance of assessment roll, financial, public works, social services, solid waste, tax, treasury or other records; to specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to provide lead supervision and work direction for other staff; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and/or lead supervision level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of the most advanced and complex financial, statistical, assessment roll, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. They may be assigned lead supervision and/or work coordination responsibilities for other staff. This class is distinguished from Fiscal and Technical Services Assistant II by the performance of more complex assignments and/or the assignment of lead responsibilities.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and work coordination for other staff.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, public works, social services, solid waste, or fiscal records.
- Performs a variety of the most complex and technical assignments in assessment roll, public works, social services, solid waste, tax collection, treasurer, or fiscal and statistical recordkeeping and support work.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, solid waste, treasury, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Prepares financial, statistical, or other special reports.
- Compiles budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May assist with safeguarding money in the County Treasury.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- May serve as "Chief Deputy Registrar" with responsibility for the vital statistics function in the Public Health Department.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- May provide lead direction and work coordination for other staff.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, public works, social services, solid waste, tax, assessment roll or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, public works, social services, solid waste assessments, treasurer functions, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of lead direction and work coordination.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 4

Ability to:

- Perform a variety of the most complex specialized financial, statistical, tax collector, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide lead supervision and work coordination for other staff.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing specialized financial, statistical, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant II with Plumas County.

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

Plumas County **MUSEUM**

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

PAUL RUSSELL

DIRECTOR

DATE: July 22, 2022
TO: Honorable Board of Supervisors
FROM: Paul Russell, Museum Director
SUBJECT: Board agenda item for August 2, 2022
RE: Authorization to fill vacant and funded extra help position

Recommendation:

It is recommended that the Board of Supervisors authorize the Director of the Plumas County Museum to fill a vacant, funded Extra Help position in the Museum (Department 20780) as soon as administratively possible.

Background and Discussion:

In fiscal years 2016 – 2021 the Museum has relied on Extra Help employees to perform a variety of clerical/reception/office work including staffing and managing the reception counter/store sales/tourism information center, and assisting with artifact collection cataloging and accessioning, as well as daily transactions, donations, incoming mail, opening and closing procedures, and the like, which freed the Museum Director to concentrate on “higher order” administrative tasks and duties associated with community outreach and tourism, museum exhibits, artifact and collection acquisition, financial administration, and the like.

With the mid-year resignation of the Interim Director in Feb. 2022, the Museum was reduced to one full-time employee (with no extra help funded), and the new Museum Director has since been filling all the roles and duties of Director, Assistant Director, and Extra Help employee since that time.

The hiring of an Extra Help employee will benefit the efficiency and operational integrity of the Museum and its service to the people of Plumas County.

Financial Impact

Funding not to exceed \$25.000 would be allocated from Other Wages in the Museum budget, but as a part-time position not to exceed 29 hours per week, it would have no associated retirement, medical, or benefits costs.



AGENDA REQUEST

For the August 2, 2022, meeting of the Plumas County Board of Supervisors

July 25, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Authorization for the Department of Public Health to fill five (5) positions for the Senior Services program.

- One (1) Permanent Assistant Cook position at the Quincy site at .875 FTE
- One (1) Extra-Help Assistant Cook position at the Chester site
- One (1) Extra-Help Assistant Cook position at the Portola site
- One (1) Extra-Help Assistant Cook position at the Quincy site
- One (1) Extra-Help Driver at the Quincy site

Background:

There is a need to hire the 5 employees for various site around Plumas County. The permanent position has become vacant due to a promotion. The extra-help drivers are needed for various reasons consisting of retirements and resignations.

The Department is requesting to fill these vacancies.

Fiscal Impact:

These positions are able to be funded as allocated in the FY22/23 Public Health budget that is scheduled to be adopted in September 2022.

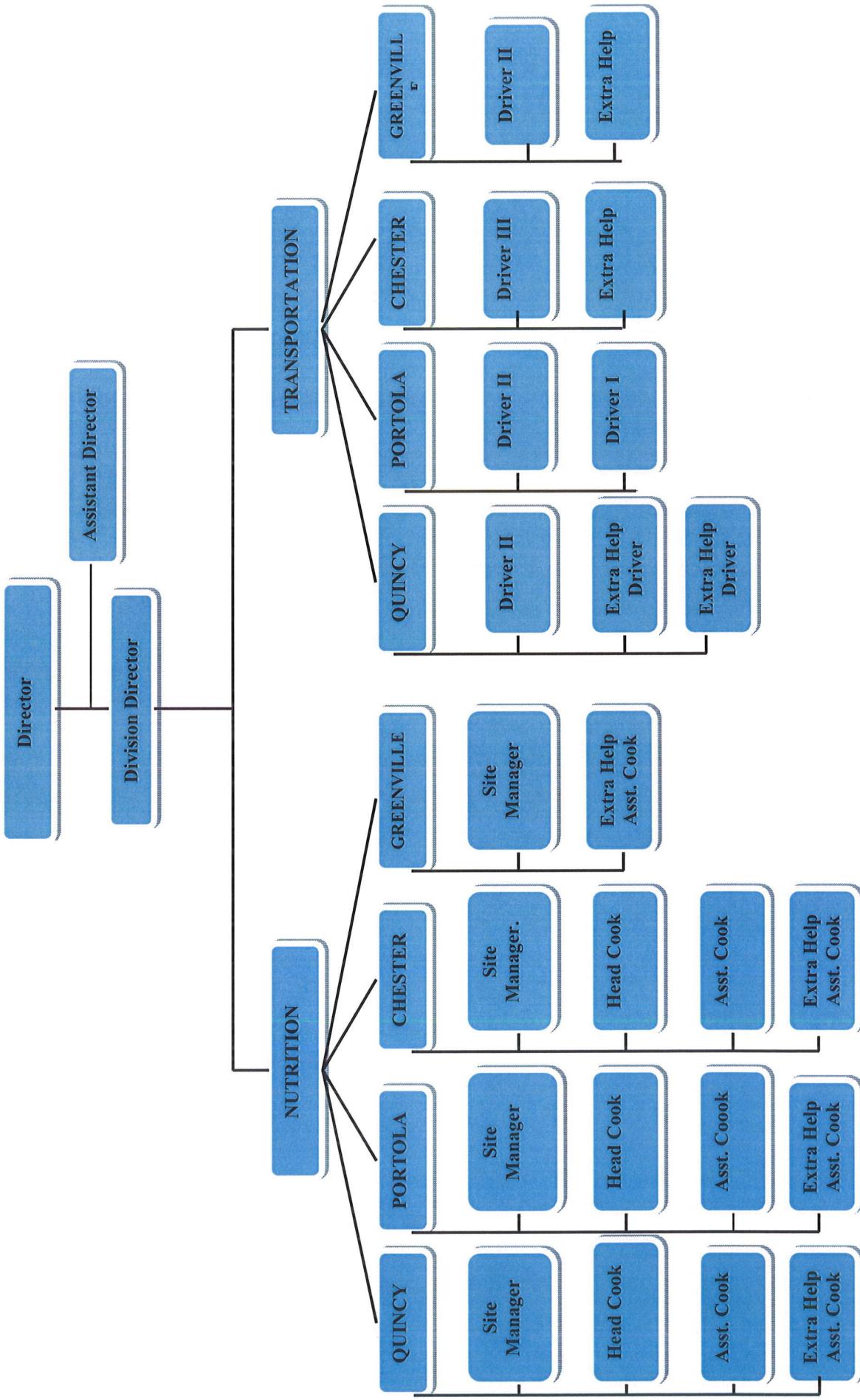
The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) Permanent Head Cook position at .875 FTE; One (1) Extra-Help Assistant Cook position at the Chester site; One (1) Extra-Help Assistant Cook position at the Portola site; One (1) Extra-Help Assistant Cook position at the Quincy site; and One (1) Extra-Help Driver at the Quincy site.

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION**

4



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Assistant Cook / Public Health Agency

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

Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

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

Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

Effective 7/18/22

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

The department's wage and benefits portion of the 22/23 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

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

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

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

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

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

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

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255



Growing Healthy Communities

AGENDA REQUEST

For the August 2, 2022 meeting of the Plumas County Board of Supervisors

July 26, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Management Analyst I/II position.

Background:

Effective August 8, 2022, one (1) Management Analyst II will be retiring from the Public Health Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health budget that will be adopted in September 2022.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Management Analyst I/II in the Public Health Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Management Analyst I/II - Public Health Agency

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

Management Analysts are the workforce for administrative services, which supports the operations unit of the Department.

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

Management Analysts provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department

- How long has the position been vacant?

Effective 8/8/22.

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

The department's wage and benefits portion of the 22/23 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

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

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

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

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

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

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

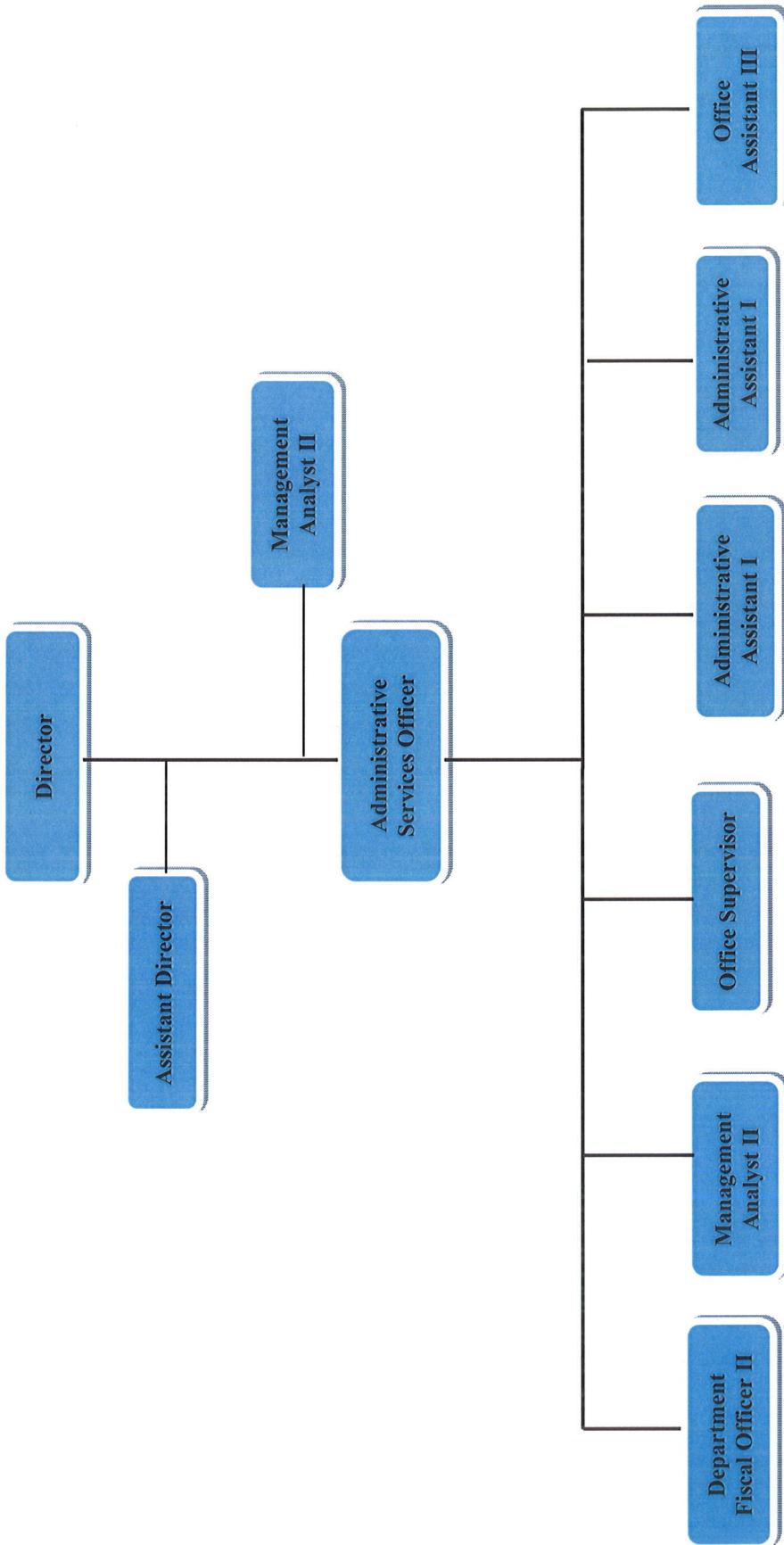
FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION

1





Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

DATE: **July 25, 2022**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Todd Johns**

RE: **Agenda Item for the meeting of August 2, 2022**

Recommended Action:

Review the attached grant application through the State Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR) for \$5,000. Review, accept and sign the attached resolution authorizing the Sheriff to execute the grant.

Background and Discussion:

The Sheriff's Office, specifically in the function of the Office of Emergency Services, has been supporting Plumas County Search and Rescue in their effort to provide a frontline response to actual and potential hazmat spills that affect waterways throughout the County.

The local OES agency has for many years applied for the same, or similar, grants to make sure the needed equipment, such as booms, absorbent pads, etc. are available to quickly mitigate a hazmat incident. These needed supplies have dwindled and it is important to replenish the stock on hand to provide this valuable service.

OSPR has already approved the grant and will assist the Sheriff's Office in the acquisition of the needed supplies. The next step is the BOS's acknowledgement of the grant and approval of the resolution that allows it to proceed.

Plumas County Board of Supervisors

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE OFFICE OF SPILL PREVENTION AND RESPONSE FOR OIL SPILL RESPONSE EQUIPMENT

Resolution NO. 2022-_____

A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, OFFICE OF SPILL PREVENTION AND RESPONSE FOR OIL SPILL RESPONSE EQUIPMENT
WHEREAS, the Plumas County Sheriff's Office, applied to the California Department of Fish and Wildlife, Office of Spill Prevention and Response for oil spill response equipment for the Plumas County Sheriff's Office; and

WHEREAS, the California Department of Fish and Wildlife, Office of Spill Prevention and Response has approved Plumas County Sheriff's Office to receive \$5,000.00 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds.

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

Chief Executive Officer, Sheriff Todd Johns is hereby authorized to accept a California Department of Fish and Wildlife, Office of Spill Prevention and Response grant in the amount of \$5,000.00 for oil spill response equipment on behalf of Plumas County, a public entity established under the laws of the State of California.

PASSED AND ADOPTED by the Board of Supervisors of Plumas County, at a duly called meeting held on the _____, 2022 by the following polled vote:

YEAYS-_____

NAYS-_____

ABSENT-_____

Chair- Plumas County Board of Supervisors

The undersigned, duly qualified and acting Clerk of the Board of Plumas County, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2022-_____ entitled,

A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE OFFICE OF SPILL PREVENTION AND RESPONSE FOR OIL SPILL RESPONSE EQUIPMENT

As regularly adopted at a legally convened meeting of the Board of Supervisors of Plumas County duly held on the day of _____ of _____, 2022; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand this _____ of _____, 2022

Clerk of the Board of Supervisors

Item 5A

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 addressed 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.

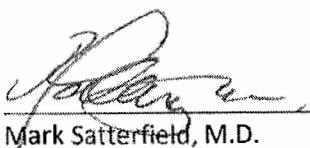
NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

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 RESOLVED 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

RESOLUTION NO. 21-3601

**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

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,

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

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.

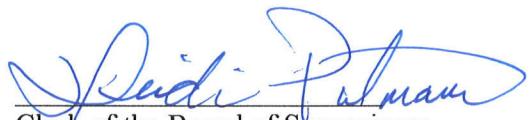
The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

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

NOES: None

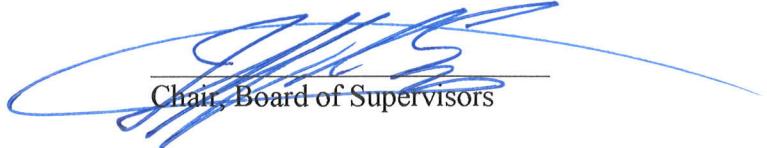
ABSENT: None

ATTEST:



Didi Patman

Clerk of the Board of Supervisors



Chair, Board of Supervisors