Board of Supervisors

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

AGENDA FOR REGULAR MEETING
MAY 21, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS
Report and update Dixie Fire Recovery efforts; receive report and discussion

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE
Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

2. CONSENT AGENDA

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

A. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis; effective 07/01/2024; not to exceed $43,477.50; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective 7/1/2024; not to exceed $15,810; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

B. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Smith & Newell; effective May 15, 2024; not to exceed $20,000.00; (No General Fund Impact) Rural and Small County Sheriff's Funds (dept 70331); approved as to form by County Counsel.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriffs Office and Brian T. Philips, dba Lake Almanor Towing; effective May 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

C. COUNTY COUNSEL

1) Approve and authorize Chair to sign three (3) First Amendments to agreements between Plumas County and Public Defenders Alison Bermant, Craig Osborne and Jude Koenig for Attorney services rendered under Court Order, extending the term to the end of the fiscal year, June 30, 2024; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for Youth Prevention Program Services; effective July 1, 2024; not to exceed $30,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Veterans Services Office out reach and engagement; effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.
3) Approve and authorize Chair to sign amendment no.1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Data and Information Set reporting requirements amending exhibit A; (No General Fund Impact) combination of federal and state funding; approved as to form by County Counsel

E. FACILITIES SERVICE DEPARTMENT

1) Approve and authorize Chair to sign an agreement between Plumas County Facilities Department and Sharon Furniture Inc, dba Town Flooring Center for re-flooring of Chester Town Hall; effective May 21, 2024; not to exceed ($38,293.02); (General Fund Impact) as approved in (FY23/24) budget (2012052 / 54110); approved as to form by County Counsel.

F. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2024.

2) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held July 26-27, 2024, in Sierra Valley.

3) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 77th Annual Plumas-Sierra County Fair Parade event, to be held on Saturday, July 27, 2024, from 10:00AM to 12:00PM, in Quincy, CA.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc.; effective July 1, 2024; not to exceed $146,279.40; (General Fund Impact) as approved in FY23/24 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

B. PLANNING - Tracey Ferguson

1) Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development Department of Housing and Community Development (HCD) 2022 Economic Development Community Development Block Grant (CDBG); effective May 21, 2024; not to exceed $160,000; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. FAIR DEPARTMENT - John Steffanic

1) Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA; discussion and possible action.

2) Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA; discussion and possible action.

3) Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA; discussion and possible action.

D. ENVIRONMENTAL HEALTH - Rob Robinette

1) Adopt **RESOLUTION** to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget; discussion and possible action.

E. LIBRARY - Dora Mitchell

1) Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action.

F. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

2) **CONTINUED PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

G. COUNTY CLERK-RECORDER / REGISTRAR OF VOTERS - Marcy DeMartile

1) Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

H. PUBLIC WORKS/ROAD DEPARTMENT - Rob Thorman

1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

1) Adopt **RESOLUTION** Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000); discussion and possible action. **Roll call vote**

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Risk Manager: Quarterly Risk Control Program Status Report

B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, June 4, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis; effective 07/01/2024; not to exceed $43,477.50; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis; effective 07/01/2024; not to exceed $43,477.50; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

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

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

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis; effective 07/01/2024; not to exceed $43,477.50; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:
1. 24-214 FINAL

UC Davis Agreement #A_____
CPE Agreement #EW-2024-26
Control #C114516

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

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

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2024 and continue through June 30, 2025. All courses must be completed by June 30, 2025.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

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

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

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

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

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

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

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

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

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

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

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

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

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

UNIVERSITY	USER
Michell Franklin	Christine Renteria
Program Director	Fiscal Office Supervisor
Continuing & Professional Education	Plumas County
University of California, Davis	Department of Social Services
463 California Drive	270 County Hospital Rd., Ste. 207
Davis, CA 95616	Quincy, CA 95971
E-mail: mtfranklin@ucdavis.edu	E-mail: christinerenteria@countyofplumas.com
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services	Neal Caiazzo
Custom Training and Services	Director
Continuing & Professional Education	Plumas County
University of California, Davis	Department of Social Services
463 California Drive	270 County Hospital Rd., Ste. 207
Davis, CA 95616	Quincy, CA 95971
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	E-mail: nealcaiazzo@countyofplumas.com

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

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

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

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

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

Date: _____

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____
Greg Hagwood, Chair BOS

Date: _____

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

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

Exhibit B

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

N/A

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective 7/1/2024; not to exceed $15,810; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective 7/1/2024-6/30/2025; not to exceed $15,810; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

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

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

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective 7/1/2024-6/30/2025; not to exceed $15,810; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:
1. 24-215 FINAL

UC Davis Agreement #A_____
CPE Agreement #CW-2024-26
Control #C114515

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

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

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2024 and continue through June 30, 2025. All courses must be completed by June 30, 2025.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

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

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

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

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

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

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

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

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

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

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

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

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

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

UNIVERSITY	USER
Michell Franklin	Christine Renteria
Program Director	Fiscal Office Supervisor
Continuing & Professional Education	Plumas County
University of California, Davis	Department of Social Services
463 California Drive	270 County Hospital Rd., Ste. 207
Davis, CA 95616	Quincy, CA 95971
E-mail: mtfranklin@ucdavis.edu	E-mail: christinerenteria@countyofplumas.com
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services	Neal Caiazzo
Custom Training and Services	Director
Continuing & Professional Education	Plumas County
University of California, Davis	Department of Social Services
463 California Drive	270 County Hospital Rd., Ste. 207
Davis, CA 95616	Quincy, CA 95971
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	E-mail: nealcaiazzo@countyofplumas.com

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

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

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

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

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

Date: _____

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____
Greg Hagwood, Chair BOS

Date: _____

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

TRAINING PROGRAM

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

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

Exhibit B

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

N/A

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Smith & Newell; effective May 15, 2024; not to exceed $20,000.00; (No General Fund Impact) Rural and Small County Sheriff's Funds (dept 70331); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Smith & Newell; effective May 15th, 2024; not to exceed $20,000.00; (No General Fund Impact) Rural and Small County Sheriff's Funds (dept 70331); approved as to form by County Counsel.

Background and Discussion:

The Board of State and Community Corrections (BSCC) has provided grant funding for the construction of the new Plumas County correctional facility. A complete, grant specific audit is required. Smith & Newell will perform this required audit for BSCC.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Smith & Newell; effective May 15th, 2024; not to exceed $20,000.00; (No General Fund Impact) Rural and Small County Sheriff's Funds (dept 70331); approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 24-269 Smith & Newell - Jail Project Audit

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Smith & Newell, a partnership (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 Twenty Thousand Dollars ($20,000.00).

3. Term. The term of this agreement shall be from May 15, 2024, through May 15, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

Smith & Newell
950 Tharp Road, Suite 502
Yuba City, CA 95993
Attention: Norman Newell

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

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

CONTRACTOR:

Smith & Newell, a partnership

By:_____
Name: Norman Newell
Title: Partner
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Scope of Services

Conduct required BSCC audit for the County's Jail Construction Project will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The Statement of Grant Revenue and Expenditures will be prepared for the purpose of complying with the audit requirements, which is a basis of accounting other than accounting principles generally accepted in the United States of America, in order to comply with the Program requirements. Also, the Financial Statements of the County's Jail Construction Project are intended to present only the financial activities of the County's Jail Construction Project funded by the Board of State and Community Corrections and do not purport to, and do not, present the financial position or activities of the County as a whole. Our opinion will not be modified with respect to this matter.

In accordance with Government Auditing Standards we will also issue our report our consideration of the County's internal control over financial reporting for the project and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control over financial reporting and compliance.

EXHIBIT B

Fee Schedule

	Staff Hourly Rates
Partner	$ 205
Manager	160
Staff Accountants	95
Administrative Assistant	75
Total fee for services not to exceed	$ 20,000

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriffs Office and Brian T. Philips, dba Lake Almanor Towing; effective May 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriffs Office and Brian T. Philips, dba Lake Almanor Towing; effective May 1st, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Background and Discussion:

Contract with Lake Almanor Towing to service Sheriffs Office with towing of vehicles, as well as sale and installation of tires.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriffs Office and Brian T. Philips, dba Lake Almanor Towing; effective May 1st, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in various FY23/24 budgets.

Attachments:

1. Lake Almanor Towing

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Brian T. Phillips, a sole proprietor, doing business as Lake Almanor Towing (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 ($20,000.00).

3. Term. The term of this agreement shall be from May 1, 2024, through April 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Lake Almanor Towing
PO Box 891
Chester, CA 96020
Attention: Brian Phillips

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

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

CONTRACTOR:

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

By:_____
Name: Brian T. Phillips
Title: Owner
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff
Date signed:

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide the following towing and automotive repair services on an as-needed basis upon request of the County:

    a. Towing of vehicles

    b. Sale and installation of new tires

2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Tires shall be charged at the "net state price".

2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.

3. 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.

4. 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.

Susanville Towing
P.O. Box 1327
2955 Johnstonville Rd
Susanville, CA 96130
(530) 257-5114 - phone
(530) 257-7185 - fax

Lake Almanor Towing
P.O. Box 891
333 Main St
Chester, CA 96020
(530) 258-3062 - phone
(530) 258-3065- fax

Doyle Towing
P.O. Box 281
436-610 Susan Dr
Doyle, CA 96109
(530) 827-2617 - phone
(530) 827-3618 – fax

As of June 05-01-2024

Class A Tow Rates:
Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	$200.00
Basic Road Service Rate:	$175.00
Extra Time at Scene: (after 15 minues)	$350.00 Per Hour
Extra Miles: (after 5 miles)	$10.00
Dolly Tow: (extra hourly charge)	$350.00
Drop Drive Line: (extra hourly charge)	$350.00
Recover/Accident/Impound:	$350.00
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	$175.00

Class B Tow Rates:
Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	$350.00 Per Hour
Recovery/Accident/Impound:	$400.00 Per Hour
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm-before 8am and Sunday's)	$175.00

Class C Tow Rates:
Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	$400.00 Per Hour
Recovery/Accident/Impound:	$450.00 Per Hour
Storage: (per unit-per day)	$75.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	$175.00

Servive Trucks:

Basic Service Call: (**Mobile Service**)	$200.00 Per Hour
Pilot Car:	$150.00 Per Hour
Traffic Control:	$175.00 Per Hour
Helpers:	$100.00 Per Hour

Flat Rates Light Duty

Susanville to Reno:	$900.00
Susanville to Redding:	$900.00
Susanville to Chico:	$900.00
Doyle to Reno:	$500.00
Chester to Chico:	$650.00

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

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

FROM:

MEETING DATE: **May 21, 2024**

SUBJECT: **Approve and authorize Chair to sign three (3) First Amendments to agreements between Plumas County and Public Defenders Alison Bermant, Craig Osborne and Jude Koenig for Attorney services rendered under Court Order, extending the term to the end of the fiscal year, June 30, 2024; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign three (3) First Amendments to agreements between Plumas County and Public Defenders Alison Bermant, Craig Osborne and Jude Koenig for Attorney services rendered under Court Order, extending the term to the end of the fiscal year, June 30, 2024; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.

Background and Discussion:
County Counsel handles the contracts for the Plumas County Public Defenders. We desire to amend the agreement for a couple reasons: 1) allign the contracts with the fiscal year 7/1-6/30; 2) allow time to meet with the Judge in regard to Care Court implementation, etc.; and 3) allow time for additional contract negotiations.

Action:

Approve and authorize Chair to sign three (3) First Amendments to agreements between Plumas County and Public Defenders Alison Bermant, Craig Osborne and Jude Koenig for Attorney services rendered under Court Order, extending the term to the end of the fiscal year, June 30, 2024; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as requested in FY24/25 budget.

Attachments:
1. Public Defend Amend to Contract 2024 - Bermant
2. Public Defend Amend to Contract 2024 - Koenig
3. Public Defend Amend to Contract 2024 - Osborne

FIRST AMENDMENT TO CONTRACT

BY AND BETWEEN

PLUMAS COUNTY AND ALISON BERMANT

For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May 21, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ALISON BERMANT ("ATTORNEY") who agree as follows:

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

    a. PLUMAS COUNTY and ALISON BERMANT have entered into a written contract dated February 1, 2023, (the "Contract"), in which ALISON BERMANT agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.

    b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Jude M. Koenig and Craig Osborne. Such contracts are all due to expire on May 31, 2024.

    c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional month on the same terms and conditions.

    d. Accordingly, the parties desire to change the Contract.

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

    a. Paragraph 2 is amended to read as follows:

    Term of Contract: This contract shall commence with an effective date of February 1, 2023, and end on June 30, 2024, unless terminated earlier in accordance with paragraph 13 below.

3. **Effectiveness of Contract:** Except as set forth in this Second Amendment of Contract, all other provisions of the Contract dated February 1, 2023, shall remain unchanged and in full force and effect.

4. **Signatures:**

COUNTY OF PLUMAS	**ATTORNEY**
By _____	_____
Greg Hagwood, Chair Board of Supervisors	Alison Bermant, Esq.

ATTEST:

By _____
Allen Hiskey
Clerk of the Board

FIRST AMENDMENT TO CONTRACT

BY AND BETWEEN

PLUMAS COUNTY AND JUDE M. KOENIG

For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May 21, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and JUDE M. KOENIG ("ATTORNEY") who agree as follows:

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

    a. PLUMAS COUNTY and JUDE M. KOENIG have entered into a written contract dated October 1, 2022, (the "Contract"), in which JUDE M. KOENIG agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.

    b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Alison Bermant and Craig Osborne. Such contracts are all due to expire on May 31, 2024.

    c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional month on the same terms and conditions.

    d. Accordingly, the parties desire to change the Contract.

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

    a. Paragraph 2 is amended to read as follows:

    Term of Contract: This contract shall commence with an effective date of October 1, 2022, and end on June 30, 2024, unless terminated earlier in accordance with paragraph 13 below.

3. **Effectiveness of Contract:** Except as set forth in this Second Amendment of Contract, all other provisions of the Contract dated October 1, 2022, shall remain unchanged and in full force and effect.

4. **Signatures:**

COUNTY OF PLUMAS

By _____
Greg Hagwood, Chair
Board of Supervisors

ATTEST:

By _____
Allen Hiskey
Clerk of the Board

ATTORNEY

_____
Jude M. Koenig, Esq.

FIRST AMENDMENT TO CONTRACT

BY AND BETWEEN

PLUMAS COUNTY AND CRAIG OSBORNE

For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May 21, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and CRAIG OSBORNE ("ATTORNEY") who agree as follows:

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

    a. PLUMAS COUNTY and CRAIG OSBORNE have entered into a written contract dated June 1, 2021, (the "Contract"), in which CRAIG OSBORNE agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.

    b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Alison Bermant and Jude M. Koenig. Such contracts are all due to expire on May 31, 2024.

    c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional month on the same terms and conditions.

    d. Accordingly, the parties desire to change the Contract.

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

    a. Paragraph 2 is amended to read as follows:

    Term of Contract: This contract shall commence with an effective date of June 1, 2021, and end on June 30, 2024, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, service provided by Attorney from June 1, 2021, to date of approval of this contract by the Board of Supervisors.

3. **Effectiveness of Contract:** Except as set forth in this Second Amendment of Contract, all other provisions of the Contract dated June 1, 2021, shall remain unchanged and in full force and effect.

4. **Signatures:**

COUNTY OF PLUMAS

By _____
Greg Hagwood, Chair
Board of Supervisors

ATTEST:

By _____
Allen Hiskey
Clerk of the Board

ATTORNEY

_____
Craig Osborne, Esq.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for Youth Prevention Program Services; effective July 1, 2024; not to exceed $30,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for Youth Prevention Program Services ; effective July 1, 2024; not to exceed $30,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.

Background and Discussion:
Visions provides space for girls and youths to build self-confidence, physical and emotional resiliency, healthy relationships, and to participate in regular physical activity.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for Youth Prevention Program Services ; effective July 1, 2024; not to exceed $30,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact funding from Mental Health Services Act

Attachments:
1. 4243_001

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 thirty thousand dollars ($30,000).

3. Term. The term of this Agreement commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.

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

   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.

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

Contractor:

Paula L. Johnston, Chief Operating Officer
Plumas Rural Services
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

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: Paula L. Johnston
Title: ~~Executive Director~~ Chief Operating Officer
Date signed: 5/1/24

By: _____
Name: Debbie Shirk-McFarland
Title: Fiscal Officer
Date signed: 5/5/24

COUNTY:

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

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

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and PLUMAS RURAL SERVICES, referred to herein as Business Associate ("BA"), dated July 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is 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 CF.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 Director

Address: 270 County Hospital Road, Suite 109
Quincy, California 95971

Signed: Sharon R. Sousa, LMFT

Date: 04/23/2024

BUSINESS ASSOCIATE

Name: Paula L. Johnston

Title: Chief Operating Officer

Address: 711 E. Main Street
Quincy, California, 95971

Signed:

Date: 5/1/24

EXHIBIT A - SCOPE OF WORK

Plumas Rural Services – Visions Program

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

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

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

Visions will be delivered in Quincy with afterschool meetings for two (2) hours twice per month during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the Coordinator fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

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

During the spring, interested youth will attend the annual *Reach for the Future* youth conference in Chico, CA. Hosted by the Butte County Department of Behavioral Health, the Reach Conference is based on a Youth Development framework, providing leadership skills, support, and opportunities for young people. The summer program meets weekly for a full-day trip to someplace in the region that offers hiking and other outdoor recreation opportunities, culminating in a 3-day campout.

Program facilitator deliverables include:

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

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

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

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

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

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 Lisa Beck lbeck@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.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Maximum Amount
Personnel		
Girl's Rite Coordinator	0.25 FTE	$15,000.00
Benefits	FICA, SSI/SUI, W/C, Benefits Plan	$2,000.00
Supplies	Therapeutic, Office & Program	$2,000.00
Travel	300 miles/year x $0.625/mile	$500.00
Direct Operating Costs	Rent, Utilities, Communications, Building Maintenance, Insurance, Audit	$2,000.00
Staff Training	General training, REACH Staff Fee	$350.00
REACH Training Conference	Annual Conference for 5 Attendees	$2,000.00
Indirect Costs	15% of Direct Costs	$6,150.00
Total Not to Exceed		**$30,000.00**

Budget Description:

Personnel:
The Visions Program Coordinator works 10 hours/week to recruit, enroll, and work with youth clients in the program. The Coordinator is responsible for collaborating with program partners, coordinating participation of professional women from the community, and the REACH youth conference, and planning and delivering the program's summer excursions.

Benefits include FICA, Social Security, State Unemployment Insurance, and Worker's Compensation.

Supplies:

A prorated portion of office supplies based on FTE percentage and actual cost of program supplies ($150/yr). Therapeutic supplies (such as journals, art supplies, etc.) and snacks for program meetings are included ($800/yr).

Travel:
300 miles/year @ $0.625/mile for the Coordinator to travel with participants to the REACH conference and various local excursion locations.

Direct Operating Costs:
Amounts are based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities and building maintenance are calculated based on space allocation use. Cell phone and internet usage for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (0.52%).

Staff Training:
Cost for Coordinator to complete training(s) relevant to work in the field of youth development, plus the fee for the Coordinator to attend the REACH conference.

REACH Training:
Includes travel, lodging, meals, and fees for 5 youth participants to attend the REACH conference in Chico, CA.

Indirect Costs are 15% of total direct costs.

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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Veterans Services Office out reach and engagement; effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Veterans Services Office out reach and engagement; effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.

Background and Discussion:
The program provides connections and support within the community to improve overall wellness outcomes for veterans and to reduce the risk of suicide, homelessness, unemployment, and prolonged suffering.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Veterans Services Office out reach and engagement; effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact Mental Health Services Act Funding

Attachments:
1. 4240_001

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health"), and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.

2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed ninety-five thousand dollars ($95,000.00).

3. Term. The term of this MOU commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this MOU.

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

5. Notices. All notices under this MOU 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.

Public Health:
Nicole Reinert, Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: _____ Date: 4/30/24
Nicole Reinert, Director

BEHAVIORAL HEALTH:

By: _____ Date: 04/19/2024
Sharon Sousa, Director

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made by and between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as "Public Health") and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as "Behavioral Health"), dated July 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided

pursuant to this Addendum and only disclosed as required by law or for the purposes for which is 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 CF.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		**BUSINESS ASSOCIATE**
Name:	Sharon Sousa	Name:	Nicole Reinert
Title:	Director	Title:	Director
Address:	Plumas County Behavioral Health 270 County Hospital Road, Ste 109 Quincy, CA 95971	Address:	Plumas County Public Health Agency 270 County Hospital Road, Ste 206 Quincy, CA 95971
Signed:	Sharon R. Sousa, CMFT	Signed:	NReinert
Date:	04/19/2024	Date:	4/30/24

EXHIBIT A - SCOPE OF WORK

Plumas County Veterans Services Office - Outreach, Referral and Access to Care

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.

Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this targeted population with outreach for increasing awareness of early signs of mental illness and to improve access and linkage to mental health services.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	0
Transition Age Youth (TAY) (16-25)	≤20
Adult (26-59)	≤60
Older Adult (60+)	≤120

Program Activity 1:

Increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by providing outreach, information and education to the Plumas County veteran population.

Program Activity 1A

Deliverable:
Meet 8-12 times per year with organizations serving Plumas County veterans (American Legion, Veterans of Foreign Wars, Elks Lodges), targeting veterans in each community (Chester, Greenville, Quincy and Portola) to inform them of various benefits, supports and programs available to assist them with basic services such as housing, health care, behavioral health services, transportation, supportive services and additional organized events (Veterans Stand Down, Golf Tournaments, Fishing Derby, Kayak Trips, etc.) to meet other veterans. Eight of these meetings will be to host Community Outreach Dinners in each of the four main communities of Plumas County, with one dinner/BBQ held twice a year in each location.

Measurable Outcome:
VA Community Connection. Estimated Plumas County veteran population is 1,851. Outreach will be to an estimated 10-15% of county veterans (~185-277). These meetings will be held on a monthly basis rotating to each of the four main communities.

Data Collection:
Sign in Sheets will be distributed and collected at each meeting. Data on the number of participants will be reported. Presentation Notes to be provided with report. Surveys will be taken during presentations of awareness of specific topics such as PTSD, suicide prevention, access and enrollment to VA Healthcare as well as Vocational Rehabilitation and Employment.

Program Activity 1B

Deliverable:
Conduct community-based outreach to the four Plumas County communities with the intent of connecting veterans to eligible benefits and services that enhance their health care, financial and emotional stability as well as their overall wellness. Once enrolled, veterans will have access to case management, education, job training and other services available through Federal, State and nonprofit Veterans Services.

Measurable Outcome:
Quantitative data will be collected in the following areas: the number of people who receive outreach and education on the various benefits and topics, the estimated number of potential enrollees, the number of people who have been enrolled in various benefits, and the number of printed materials disseminated.

Data Collection:
Information will be collected on the PCVSO Information and Benefits Evaluation Form and reported in the appropriate time frame. Information from the VSO Claims Software (VetPro) will be utilized to track the number of claims for enrollment and their outcomes. The amount of printed materials disseminated will be tracked. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Program Activity 1C

Deliverable:
Develop standard presentations on veterans' benefits, the enrollment process in the VA Health Care System through Reno VAMC, increasing compensation benefits (such as adding dependents to claim, PTSD, MST and suicide awareness or filing additional claims, etc.) as well as descriptions and contact information for local Mental Health and substance abuse services, and other related services. Collect brochures from various agencies (Behavioral Health, PCIRC, Alliance for Workforce Development, etc.) and distribute to veterans at appointments and presentation meetings.

Measurable Outcome:
The number of presentations developed will be tracked. The number of participants served for each presentation, and the number of people who received outreach material will be collected. Surveys will be taken during presentations of specific topics such as PTSD, MST, suicide awareness, and access and enrollment to VA Healthcare. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Data Collection:
Sign in sheets will be distributed and collected at the end of presentation meetings. Data on the number of participants will be reported. The new presentations will be placed in the report. The numbers and descriptions of material distributed will be reported. Survey and demographic data will be reported.

Program Activity 2:

Ensure ongoing Mental Health screening, assessment and referral for every veteran served by the Plumas County Veterans Services Office.

Program Activity 2A

Deliverable:
Ensure that the PCVSO Information and Benefits Evaluation Form is up to date and utilized at the first point of contact with every veteran served. The form will identify self-reported indicators that may indicate the need for a referral to Plumas County Behavioral Health, as well as other services and supports.

Measurable Outcome:
Quality improvement: Staff will update and utilize the Information and Benefits Evaluation form for all intakes, including required MSHA demographic information.

Data Collection:
Demographic information queried in the PCVSO Information and Benefits Evaluation Form (gender, age, reason for visit, depression or other mental illness, etc.) will be de-identified and reported by MHSA demographic category.

Program Activity 2B

Deliverable:
All Veterans Services Division and related Public Health support staff will obtain annual initial or ongoing Mental Health First Aid and/or ASIST training to increase their capacity to identify and assist veterans in crisis, displaying signs of suicidality or other signs of mental illness.

Measurable Outcome:
All staff will complete annual mental health trainings.

Data Collection:
Trainings and their descriptions will be included in annual program reports with certificates of completion (if desired by the State of CA).

Program Activity 2C

Deliverable:
Connect with PCBH (or other appropriate agency) to complete training in administration of screening tools for mental health issues, such as PHQ-2, PHQ-9 and GAD. Provide comprehensive screening at every appointment utilizing documented interview process to connect veterans with access to timely services and supports. PHQ and GAD surveys will be used for helping veterans or their family members to realize and express some of their issues at each of the interviews.

Measurable Outcome:
90% of veterans will fill out a screening survey. Collect the number of veterans who receive screening survey and the number of veterans who receive linkage to mental health services through referral process.

Data Collection:
Report the number of veterans who receive the screening survey and the numbers of veterans who receive linkage to mental health services.

Program Activity 3:

Provide advocacy and care coordination to every veteran, served by the PCVSO, who is identified at risk of experiencing mental illness, substance abuse, risk of suicide, unemployment or incarceration, homelessness, loss of children or any variety of prolonged suffering.

Program Activity 3A

Deliverable:
PCVSO will participate in a joint staff meeting/training session with Plumas County Behavioral Health to determine PCVSO's protocols and procedures for referring veterans to PCBH for services and coordinating shared case management or need for other services.

Measurable Outcome:
Attend one meeting. Meeting minutes. Sign in sheet.

Data Collection:
Report meeting minutes and overview of protocols and procedures.

Program Activity 3B

Deliverable:
Maintain access to covered Health Care by coordinating and scheduling the bi-weekly transportation of Plumas County veterans to the Reno VAMC and maintaining the volunteer driver pool with all the appropriate requirements. The van and fuel costs of the VA Van Service is covered by the VA, but the volunteer coordination, transport scheduling and other operational activities are not funded.

Measurable Outcome:
Maintain Fuel Log, Schedule Log and Volunteer Driver list. Track number of Veterans served.

Data Collection:
Data on Fuel Log, Schedule Log, number of volunteer drivers and number of veterans served will be reported.

Program Activity 3C

Deliverable:
Ensure ALL referrals to PCBH for all veterans/veterans family members will be accomplished through the use of the attached PCBH form and warm hand off. This will reduce the number of missed appointments with PCBH or other counselor. This will improve the continuity of care.

Measurable Outcome:
QI Measure - All veteran referrals will receive a warm hand-off with approved forms.

Data Collection:
Number of referrals with warm hand offs to PCBH will be collected and reported.

Program Activity 3D

Deliverable:
Maintain targeted and limited case management for incarcerated veterans or veterans involved in the criminal justice system. Services will include Reno Health Care enrollment, assistance with application to a Drug/Alcohol Rehabilitation facility in coordination with PCBH or VA Mental Health, communication between veteran and their lawyer, updates to their case, assistance to the family of the veteran with possible VA/County services and ensuring that the proper documentation of Veteran status is filed with the court.

Measurable Outcome:
QI measure – The number of veterans that received cases. The number of veterans that connect to the VA DOJ and Rehabilitation. The number of veterans that get connected to lawyers.
Coordinate information sharing in existing Teleconferencing to VA DOJ.
Maintain integrity of services provided – tracking logs.

Data Collection:
Report the number of veterans that received cases, that connect to Rehabilitation and the number of veterans that get connected to lawyers.

Program Activity 3E

Deliverable:
Provide care coordination, supportive services and advocacy to overcome economic, geographic and other barriers to obtaining or remaining in care/services to at-risk veterans. Work with assigned staff from Probation and Behavioral Health, who are dedicated to the shared clients with PCVSO. Activities to include periodic needs evaluation, referral for clinical services and assistance with support services such as food, housing, clothing and education to help them remain stable both physically and emotionally.

Measurable Outcome:
The PCVSO Information and Benefits Evaluation Form will be utilized to show which resources veterans have been directed.

Data Collection:
Collection of resource referrals the PCVSO Information and Benefits Evaluation Form will be reported each quarter.

Program Activity 4:

Build and maintain ongoing partnerships and collaborative relationships with behavioral health community partners to increase access to mental health services for Plumas County veterans.

Deliverable:
Coordinate with PCBH staff who may provide support and counseling to veterans and their family members who have requested a mental health intake and assessment for determination of services. Veterans services staff will consult with PCBH staff on referral procedures for intake and assessment using department referral forms and releases.

Measurable Outcome:
The Veteran Services staff will make referrals using appropriate PCBH request for services and release of information forms for 100% of veterans requesting referral for a mental health intake and assessment.

Data Collection:
Report number of direct referrals made to PCBH on behalf of veterans and their families who have made a request.

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA funding, with stakeholder approval, and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

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 Lisa Beck lbeck@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
Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

July 1, 2023 – June 30, 2024

Program Category	Description of Cost	Maximum amount:
Personnel	.10 FTE of VSO	$20,000
	.45 FTE of VSR	$40,000
	.32 FTE Extra Help	$20,000
	Total	$80,000
Outreach dinners/BBQs	Awareness Presentation of Mental Health Services and Veterans Benefits. Eight dinners per year X $500.00.	$15,000
Total for Year		**$95,000**

96% of the MHSA funding provides personnel support. Most activities are personnel driven. Additional program costs will include two Veterans outreach dinners in each community. The program cost per participant is projected at $650.00

MHSA funding is used for the portion of personnel not funded by CalVet subvention grant funding, which supports processing VA claims and benefits. Outside of MHSA activities, the Veterans Services Officer and Veterans Services Representative are funded by Veterans Administration and County general funds to file and process claims and related programs and benefits of the VA. However, the program activities are necessary to provide a full array of services and supports for veterans. The MHSA funding covers the costs for activities listed in the Scope of Work.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health for the amounts delineated in this fee schedule within thirty (30) days of receipt:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the agency names, exactly as shown on the MOU;
   c) Bear the MOU 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 MOU under 5. Notices.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign amendment no.1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Data and Information Set reporting requirements amending exhibit A; (No General Fund Impact) combination of federal and state funding; approved as to form by County Counsel**

Recommendation:
Approve and authorize Chair to sign amendment no.1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Date and Information Set reporting requirements; (No General Fund Impact) combination of federal and state funding ; approved as to form by County Counsel

Background and Discussion:
The agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Date and Information Set reporting requirements

Action:

Approve and authorize Chair to sign amendment no.1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Date and Information Set reporting requirements; approved as to form by County Counsel;

Fiscal Impact:

No General Fund Impact combination of federal and state funding

Attachments:
1. 4245_001

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CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT #1

Quality Measures and Performance Improvement Program ("Program")

This Agreement Amendment ("Amendment") amends Agreement No. 5294-QUALITYMEASURES-2024-PLUMAS-PA ("Agreement"), a contract by and between the California Mental Health Services Authority ("CalMHSA") and Plumas County ("Participant") to support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023. This Amendment shall be effective upon execution of this Amendment by both parties.

The Agreement is hereby amended to amend Exhibit A- Detailed Program Description, Obligations, Restrictions of the Agreement, to update the program obligations as it relates to the removal of the deliverables relating to the four required Drug Medi-Cal Organized Delivery System (DMC-ODS) measures, and amend Exhibit B-General Terms and Conditions, Item V. Fiscal Provisions, to remove the mention of DMC-ODS deliverables from the table provided.

All other terms or provisions in the initial Agreement No. 5294-QUALITYMEASURES-2024-PLUMAS-PA not amended by this Amendment shall remain in full force and effect.

MODIFICATIONS TO THE AGREEMENT

A) The existing Agreement's Exhibit A- Detailed Program Description, Obligations, Restrictions is replaced with the below Exhibit A- Detailed Program Description, Obligations, Restrictions.

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:
The Quality Measures and Performance Improvement Program ("Program") will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP).. Participant data will include eligibility, service and claims data including Medi-Cal Master Eligibility Files ("MMEF"), Managed Care Plan ("MCP") claims data, pharmacy claims, Behavioral Health Plan ("BHP") claims or service data, and Fee for Service ("FFS") claims. Data will be accepted via secure file transfer, and/or, with previous authorization, will be retrieved from the Department of Health Care Services ("DHCS") Plan Data Feed ("PDF") MoveIT SFTP folder, and/or in the case of Participants using the CalMHSA SmartCare Electronic Health Record ("SmartCare EHR") may be extracted directly from SmartCare. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. CalMHSA will utilize the National Committee on Quality Assurance ("NCQA") proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review

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Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars for Participants to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

Services to be completed:

CalMHSA shall:

- Analyze and report HEDIS measures results based on NCQA MY 2023 specifications using data provided by the Participant.
    - MHP Measures:
        - Follow-Up After Emergency Department for Mental Illness (FUM)
        - Follow-Up After Hospitalization for Mental Illness (FUH)
        - Antidepressant Medication Management (AMM)
        - Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)
        - Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
- Accept required data files from Participant via secure file transfer.
    - For Participants Utilizing SmartCare:
        - Extract relevant MMEF and MHP services and/or 837 claims data from SmartCare EHR.
    - For Participants that have Authorized CalMHSA to access the DHCS MoveIT SFTP Server:
        - CalMHSA will obtain PDF data monthly over the term of this Agreement.
    - Participant grants CalMHSA the right to use, in an aggregated and anonymized manner, any data provided or generated, for the purpose of improving CalMHSA's products and services, in compliance with applicable laws and regulations regarding data protection and privacy.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below. Sufficient data to run the measures (see complete/minimum categories) must be received by **March 22, 2024**, to be processed by **April 19, 2024**. Sufficient data received after this date will be processed no later than one month after receipt.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 1

	Data Description	Format	Title Example	Complete Dates	Minimum Dates
1	MHP Service Claims	837 claims files	DMH-##-837P-03302023-161.dat	Services from January 1, 2022, to December 31, 2023	Services from January 1, 2023, through December 31, 2023, works for all measures except POD and AMM
2	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202312.CNTY##.zip (includes APCD.CDL.MC.M202312 & APCD.CDL.PC.M202312)	Monthly from Jan 2023 to December	One file from Jan to June 2023, one file from July to December 2023, one file from Feb to March 2024

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				2023	
3	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT	Monthly from Jan 2023 to Dec 2023	One file from Jan to June 2023, one file from July to December 2023, one file from Feb to March 2024
	## is for the county id number				

*Participant and CalMHSA may mutually agree to alternative data sources that can be used for Custom EHR files with required fields and 837 files received from county MCP(s)

- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

B) The existing Agreement's Exhibit B-General Terms and Conditions, Item V. Fiscal Provisions table, is replaced with the below Exhibit B-General Terms and Conditions, Item V. Fiscal Provisions.

Deliverable	**Cost**
MHP Measures Analysis	$12,000
Additional HEDIS Measure Analysis	$600

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

PARTICIPANT: PLUMAS COUNTY

Signed: Sharon R. Sousa LMFT Name (Printed): Sharon Sousa, LMFT

Title: Behavioral Health Director Date: 05/07/2024

Signed: _____ Name (Printed): Greg Hagwood

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): Allen Hiskey

Title: Clerk, Board of Supervisors Date: _____

Approved as to form:
Deputy/Assistant Attorney
County Counsel's Office

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CalMHSA

Signed: DocuSigned by: Dr. Amie Miller 82E9EFBA87CC446... Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: 5/10/2024

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Robert McAdams, Department Fiscal Officer II**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facilities Department and Sharon Furniture Inc, dba Town Flooring Center for re-flooring of Chester Town Hall; effective May 21, 2024; not to exceed ($38,293.02); (General Fund Impact) as approved in (FY23/24) budget (2012052 / 54110); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facilities Department and Sharon Furniture Inc, (dba Town Flooring Center) for re-flooring of Chester Town Hall; effective May 21, 2024; not to exceed ($38,293.02); (General Fund Impact) as approved in (FY23/24) budget (2012052 / 54110); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

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Action:

Approve and authorize Chair to sign an agreement between Plumas County Facilities Department and Sharon Furniture Inc, (dba Town Flooring Center) for re-flooring of Chester Town Hall; effective May 21, 2024; not to exceed ($38,293.02); (General Fund Impact) as approved in (FY23/24) budget (2012052 / 54110); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact, as approved in FY23/24 budget.

Attachments:

1. 3164 FINAL (1)

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports department** (hereinafter referred to as "County"), and **Sharon Furniture Inc**., **a CA corporation doing business as, Towne Flooring Center** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Thirty-Eight Thousand Two Hundred Ninety-Three and 02/100 ($38,293.02)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30, 2024,** subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

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

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C15 Flooring and Floor Covering** contractor, issued by the State of California, No**. 352667.**

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

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

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

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

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

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

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

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

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

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

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

County:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director

Contractor:

Sharon Furniture Inc.
D/b/a/ Towne Flooring Center
Chico, CA 95928
Attention: Camron Eckerman

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

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

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

CONTRACTOR:

Sharon Furniture Inc., a CA Corporation d/b/a Towne Flooring Center,

By:_____
Name: Penny Marie Oswood
Title: CEO/CFO

Date signed:_____

COUNTY:

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

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

ATTEST:

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

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. The contractor shall:

   A. Pull up and dispose of existing VCT, Linoleum and base. Remove toilets.

   B. Level the floor as needed, remove and replace wall trim in Kitchen side of room.

   C. Furnish and install New Tarkett VCT II Tile in Entrance, Lobby and Auditorium with 4in rubber base, furnish and install commercial homogenous sheet vinyl Melodia/Aria heat welded and coved in the auditorium bathrooms and flat lay in kitchen area per quote #ES400810 dated 04/24/2024. Colors TBD

2. Provide and pay for all labor, materials, taxes, and insurance.

3. All Work will comply with current California Building Codes, all applicable state and federal laws and regulations and following manufacturers installation instructions and industry standards.

EXHIBIT B

Fee Schedule

1. The Contract Amount, **Thirty Eight Thousand Two Hundred Ninety Three and 02/100 ($38,293.02)** including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

2. Upon completion of A service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of the county's receipt of Contractor's invoice.

3. The County shall not have any responsibility to make payments to any subcontractor or supplier.

4. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

5. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2024.**

Recommendation:
Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2024.

Background and Discussion:
The Board signs a letter of request from CalTrans every year for this event.

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2024.

Fiscal Impact:

No General Fund Impact

Attachments:
1. Graeagle 4th of July Encroachment permit letter - BOS LETTER 2024
2. 2024 BOS ltr adivse

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS McGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTTRICT 5

May 21, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Graeagle Independence Day Committee
Fireworks Display
4th of July Parade
CA-89 (Downtown) Graeagle, California
Saturday July 6, 2024, 9:30pm – 10:05pm (Fireworks Display)
Sunday July 7, 2024, 1:00pm – 2:30pm (Parade)

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

Sincerely,

Greg Hagwood, Chair 4th District
Plumas County Board of Supervisors

Cc: Plumas County Director of Public Works

520 MAIN ST., ROOM 309 ▪ QUINCY, CALIFORNIA 95971 ▪ (530) 283-6170 ▪ FAX (530) 283-6288

May 10, 2024

Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971

Dear Members of the Board of Supervisors:

On behalf of the Graeagle Independence Day Board of Directors, we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities. 2024 marks our 50th Anniversary of the event!

This year, the aerial fireworks display will be held on **Saturday, July 6,** 2024 at dusk (9:30) and ending at 10:05 p.m. The parade will fall on **Sunday, July 7, 2024**, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request in years past. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented.

If you should have any questions, please feel free to call me on my cell at (602) 300-7675. We thank you in advance for your attention to this matter and look forward to working with you again.

Sincerely,

Lindsay West Kunz
Director, GIDC Board of Directors
GIDC Events Committee

lindsay@lindsaywest.com
602-300-7675

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held July 26-27, 2024, in Sierra Valley.**

Recommendation:
Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held on July 26-27, 2024, in Sierra Valley.

Background and Discussion:
Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held on July 26-27, 2024, in Sierra Valley.

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held on July 26-27, 2024, in Sierra Valley.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Plumas county Board of Supervisors letter
2. Annual Agony Ride - BOS LETTER 2024

Christian
Encounter
Ranch

P.O. Box 1022
Grass Valley, CA 95945

christianencounter.org
530.268.0877

Board Chair,

Christian Encounter Ministries is planning our 42nd annual Agony ride in the Sierra Valley July 26-27, 2024. As in the past few years, Caltrans will require a letter of resolution from Plumas County for our use permit for Hwys 49 and 70. I've attached a copy of this letter on our letterhead, as well as the packet that I am sending to the Plumas County Dept of Public Works. Plumas County CHP and Sheriffs have also been notified of our event.

Please send a Plumas County letter of resolution for the Agony Ride to me at:

caryn@christianencounter.org

or

Caryn Galeckas
Christian Encounter Ministries
PO Box 1022
Grass Valley, CA 95945

Thank you very much for your assistance.

Caryn Galeckas
Office Manager
Christian Encounter Ministries

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS McGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTTRICT 5

May 21, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
CHRISTIAN ENCOUNTER MINISTRIES
42nd Annual Agony Ride in the Sierra Valley on July 26-27, 2024
in Sierra Valley

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

Sincerely,

Greg Hagwood, Chair

Cc: Plumas County Director of Public Works

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 77th Annual Plumas-Sierra County Fair Parade event, to be held on Saturday, July 27, 2024, from 10:00AM to 12:00PM, in Quincy, CA.**

Recommendation:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 77th Annual Plumas-Sierra County Fair Parade event, to be held on Saturday, July 27, 2024, from 10:00AM to 12:00PM, in Quincy, CA.

Background and Discussion:

Every year the Quincy Chamber of Commerce requests the Board sign a letter of request to Caltrans for this event.

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 77th Annual Plumas-Sierra County Fair Parade event, to be held on Saturday, July 27, 2024, from 10:00AM to 12:00PM, in Quincy, CA.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 77th Annual Plumas Sierra County Fair & Parade - BOS LETTER
2. Quincy Chamber 77th Annual Fair Parade

BOARD OF SUPERVISORS

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

May 21, 2024

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Quincy Chamber of Commerce
77th Annual Plumas-Sierra County Fair Parade
Saturday, July 27th, 2024, from 10:00 a.m. - Noon
Quincy, California The parade route will begin on Lindan Street and travel West on Main Street. The parade will make a left turn on Court Street and then travel East on Jackson Street. The parade will end at the corner of Jackson and Lindan Streets, which is the same route we have used for the last several years.

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

Sincerely,

Greg Hagwood, Chair
District 4 Supervisor

520 MAIN ST., ROOM 309 ▪ QUINCY, CALIFORNIA 95971 ▪ (530) 283-6170 ▪ FAX (530) 283-6288

Cc: Plumas County Director of Public Works

QUINCY
CHAMBER OF COMMERCE

"Heart of Feather River Country"

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

May 8, 2024

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

RE: 77th Annual Plumas-Sierra County Fair Parade
Saturday, July 27th, 2024 from 10:00 a.m. - Noon

Honorable Plumas County Supervisors,

At the request of California Department of Transportation, I am seeking your permission for the 77th Annual Plumas-Sierra County Fair Parade on Saturday, July 27th, 2024 from 10:00 a.m. to noon in Quincy, California. The parade route will begin on Lindan Street and travel West on Main Street. The parade will make a left turn on Court Street and then travel East on Jackson Street. The parade will end at the corner of Jackson and Lindan Streets, which is the same route we have used for the last several years.

Please send me your letter of approval so I may submit the letter with our Encroachment Permit Application to CalTrans.

If you have any questions please don't hesitate to contact me.

Sincerely,

Cheryl Kolb
Parade Coordinator

PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Colleen Foster, Fiscal/Tech Services Assistant III**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action.**

Recommendation:
The Acting Manager of BCSA respectfully recommends the Governing Board authorize the Chair to sign letter to State Waer Resources Control Board confirming that Robert Thorman is authorized as Acting Director of Public Works.

Background and Discussion:
The Beckwourth CSA Governing Board authorized the Director of Public Works through resolution 22-8682 on April 12, 2022 to execute any and all Agreements and other documentation necessary to apply for, accept, and disburse monies received related to California State Water Resources Control Board Agreement Number SWRCB0000000000D2101006. With the retirement of John Mannle on April 19, 2024, the State Water Boards is requesting a letter from the Chair confirming that Robert Thorman is in fact Acting Director of Public Works. The job description for Assistant Director specifically species as needed, the Assistant Director will serve as the Acting Director of Public Works. The Water Boards requires this letter in order to complete the extension of the Grant Agreement which expired October 31, 2023. This will also allow the Acting Director to complete reimbursement requests.

Action:

Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action.

Fiscal Impact:

No General Fund impact. Fund via Beckwourth CSA

Attachments:
1. BCSA -- Agenda Request-Request for letter confirming Acting Director PW
2. Resolution No. 22-8682 - Authorizing the Director of PW and Manager of Beckwourth CSA to (1) Contract with the SWRCB under Agree

BECKWOURTH COUNTY SERVICE AREA
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 West Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6135
Robert Thorman, P.E. *Acting County Engineer and Manager, BCSA*

AGENDA REQUEST

for the May 21, 2024 meeting of the Plumas County Board of Supervisors

Date: May 13, 2024

To: Honorable Governing Board

From: Robert Thorman, Acting Manager, Beckwourth CSA

Subject: Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action.

BACKGROUND:

The Beckwourth CSA Governing Board authorized the Director of Public Works through resolution 22-8682 on April 12, 2022 to execute any and all Agreements and other documentation necessary to apply for, accept, and disburse monies received related to California State Water Resources Control Board Agreement Number SWRCB0000000000D2101006. With the retirement of John Mannle on April 19, 2024, the State Water Boards is requesting a letter from the Chair confirming that Robert Thorman is in fact Acting Director of Public Works. The job description for Assistant Director specifically species as needed, the Assistant Director will serve as the Acting Director of Public Works. The Water Boards requires this letter in order to complete the extension of the Grant Agreement which expired October 31, 2023. This will also allow the Acting Director to complete reimbursement requests.

RECOMMENDATION

The Acting Manager of BCSA respectfully recommends the Governing Board authorize the Chair to sign letter to State Waer Resources Control Board confirming that Robert Thorman is authorized as Acting Director of Public Works.

Attachment: Resolution 22-8682
Draft Letter to SWRCB from the Chair

RESOLUTION NO. 22-8682

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY DIRECTOR OF PUBLIC WORKS AND MANAGER BECKWOURTH CSA, JOHN MANNLE, TO (1) CONTRACT WITH THE STATE WATER RESOURCES CONTROL BOARD (STATE WATER BOARD) UNDER AGREEMENT NUMBER SWRCB0000000000D2101006, PROJECT NUMBER C-06-8425-110 (2) EXECUTE STATE WATER BOARD REQUIREMENTS RELATED TO THE AGREEMENT, AND (3) DISBURSE FUNDS RECEIVED FROM STATE WATER BOARD AS APPROPRIATE.

WHEREAS, the County of Plumas, Beckwourth County Services Area and the State Water Board desire to contract under agreement number SWRCB0000000000D2101006; and,

WHEREAS, the State Water Board will provide funding for County of Plumas, Beckwourth County Services Area for lift station replacement and study/replacement of sewer pond valves in accordance with Water Code §13475 et. seq.; and,

WHEREAS, the State Water Board requires the Board of Supervisors to adopt a resolution authorizing a single Contractor to sign the aforementioned agreement; and,

WHEREAS, replacing the old system which has exceeded its useful life is of paramount importance to the County, and it is to the County's benefit to authorize the Plumas County Director of Public Works to take such actions without delay.

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

1. Authorizes the Director of Public Works to accept and bind the County to any and all agreements and amendments relating to Agreement Number SWRCB0000000000D2101006 to a maximum amount of $397,425.00 (Three-Hundred Ninety-Seven Thousand, Four-Hundred Twenty-Five Dollars and Zero cents) for the life of the agreement which terminates on October 31, 2023.

2. Authorizes the Director of Public Works to execute any and all Agreements and other documentation necessary to apply for, accept, and disburse monies received under Agreement Number SWRCB0000000000D2101006, subject to approval as to form by the Plumas County Counsel

BE IT FURTHER RESOLVED, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to the Agreement.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 12th day of April, 2022, and the resolution was duly adopted at said meeting by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board of Supervisors
County of Plumas, State of California

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Melodie Sylvia**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc.; effective July 1, 2024; not to exceed $146,279.40; (General Fund Impact) as approved in FY23/24 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc.; effective July 1st, 2024; not to exceed $146,279.40; (General Fund Impact) as approved in FY23/24 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County.

Action:

Approve the agenda item.

Fiscal Impact:

Budgeted in the FY23/24 Information Technology budget.

Attachments:
1. 3170 FINAL

AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2024 and terminating June 30, 2025 by and between the COUNTY OF PLUMAS, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A (the “Support Services”), attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor’s standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site. Contractors compensation shall in no case exceed one hundred & forty six thousand, two hundred & seventy nine dollars and forty cents ($146,279.40).

4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

   Plumas County Information Technology

   520 Main Street, Room 211

   Quincy, CA 95971

5. Audit by the California State Auditor. Contractor acknowledges that if the total compensation under this agreement is greater than $10,000.00, this Agreement is subject to the examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years,

or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under this agreement.

6. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

7. County's Responsibility. County shall comply with all requirements that apply to it under applicable laws and regulations, including laws and regulations governing intellectual property and data privacy. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

8. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

9. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

10. Data Protection.

    A. County hereby acknowledges and agrees that in order to provide the Support Services, County may directly or indirectly provide, or Contractor will otherwise have access to and retain, confidential, non-public information (including personally identifiable information), statistics, metrics, and other data concerning County or County's clients or constituents (collectively, "County Data"). As between County and Contractor, County owns County Data and all County Data shall remain the

property of County. County hereby grants to Contractor and its affiliates and subcontractors a right and license to use and process County Data to the extent reasonably necessary to (i) monitor, provide, administer, ensure the proper operation of, develop, improve, and modify the Support Services, (ii) develop and provide new and existing functionality and services to County and other Contractor customers, and (iii) perform Contractor's rights and obligations under this Agreement.

B. Contractor shall not collect, retain, use, sell, or disclose County Data for any purpose (including for any commercial purpose) other than for the specific purposes set forth in this Agreement, unless otherwise required by law, and shall not use County Data for the purposes of conducting online/targeted behavioral advertising for County or any other third party. Contractor shall, at County's reasonable request, cease any unauthorized processing of County Data and grant County authorization to assess and remediate any such unauthorized processing. Except to the extent otherwise agreed to by Contractor in writing (and a statement of work, order form, or similar documentation are acceptable forms of writing), County shall not provide Contractor with any unencrypted personally identifiable information that is considered sensitive (e.g., a social security number, driver's license number, financial account data, health data) as part of the Support Services or otherwise. Any violation of this clause by County shall be considered a material breach of this Agreement and County hereby releases Contractor from, and shall not hold Contractor liable for, any loss, damages, or harm Contractor incurs as a result of County's violation of this Section 10.

C. Cooperation; Assistance. Contractor shall provide reasonable assistance to County to enable County to comply with its obligations and responsibilities under any applicable privacy law, including with respect to providing access to, correcting, and deleting County Data. Contractor shall promptly notify County if Contractor receives a correspondence, inquiry, complaint, request, or demand concerning Contractor's use or processing of County Data.

11. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the

materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third-party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

12. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

13. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement and must also be permitted to modify the code for its own use consistent with this agreement.

14. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

15. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

16. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

17. Confidentiality.

A. Contractor will hold all County Data in trust and confidence, and limit access to such County Data to only those individuals who have a business need for such access and undertake reasonable steps to ensure the reliability of all individuals who have access to such County Data. Contractor shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard County Data from unauthorized use or disclosure, which shall include written policies describing its security controls and the relevant procedures and responsibilities of Contractor personnel who have access to County Data. Contractor shall designate a senior employee to be responsible for the overall management of Contractor's information security program. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such County Data.

B. Contractor shall, where legally required, notify County of any unauthorized access to or use of County Data when Contractor discovers the same. In such circumstances, Contractor shall provide timely information to County relating to such unauthorized access or use and promptly take reasonable steps to contain, investigate, and mitigate the same. Any action or notification taken by Contractor in accordance with

this clause shall not be interpreted or construed, in any manner, as an admission of liability, wrongdoing, or fault. Contractor shall not be liable to County or any third party for damages, losses, or harm arising from any unauthorized access to or use of County Data, provided such damages, losses or harm are caused by an act or omission of County or a third party acting outside the control of Contractor, or by County's breach of this agreement.

18. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

19. Termination. The County or Contractor may terminate this agreement with 60 days written notice.

20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First-Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Rocklin, California 95677. Notices to the County shall be addressed to Plumas County Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

21. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the

Other, all disputes, claims, questions, or differences shall be finally settled by arbitration. The arbitration shall be conducted by a neutral arbitrator and in accordance with California law, with the parties sharing equally the costs of arbitration. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22. Subcontractors. County hereby acknowledges and agrees that Contractor may use affiliates and subcontractors to assist with its provision of Support Services to County, provided Contractor executes with any such affiliates and subcontractors a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement. Contractor shall undertake all reasonable efforts to ensure that any such affiliates and subcontractors can comply, and are in compliance, with the terms and conditions set forth in this agreement.

23. Feedback. County may voluntarily, but is not required to, provide Contractor and/or Contractor affiliates and subcontractors with ideas, suggestions, requests, recommendations or feedback about the Contractor's business operations, products, and services ("Feedback"). In circumstances where County provides Contractor and/or Contractor affiliates and subcontractors with such Feedback, Contractor shall own all rights, title and interest, including all intellectual property rights, in and to the Feedback, including any configurations and customizations thereof. County hereby represents and warrants to Contractor that it has all rights to provide any and all such Feedback to Contractor.

CONTRACTOR:
Megabyte Systems, Inc

By _____
Nicholas M Betts
President/Secretary

Date Signed: _____

Plumas County:

By:_____
Greg Hagwood, Chair
Board of Supervisors

Date signed: _____

ATTEST:

By:_____
Allen Hiskey

Date Signed: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
    - Web training classes
    - Training materials will be posted on the Megabyte website
    - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
    - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
    - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
    - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
    - Assistance with balancing property and tax assessment programs.
    - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support

Contractor shall provide the following features and support services for MPTS Online Business (OBPF):

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
- View/Print of completed form(s).
- Extraction of data for web access.
- Audit reports.
- Import/merge of filed data to the personal property system.
- Images/PDF retained of the filed statements with access via the personal property subsystem.

Transient Occupancy Tax (TOT) Maintenance/Support

Contractor shall provide the following features and support services for MPTS Transient Occupancy Tax (TOT):

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns).
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2024 – 6/30/2025	MPTS Property Tax System Maintenance/Support	$10,904.91 per month
7/1/2024 – 6/30/2025	Online Business Property Filing Maintenance/Support	$315.60 per month
7/1/2024 – 6/30/2025	Transient Occupancy Tax Licensing/Support	$297.10 per month

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

   $150.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

   $150.00 per hour

3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

ADDENDUM TO AGREEMENT
PROPERTY TAX SYSTEM MAINTENANCE
JULY 1st, 2024

MEGABYTE SYSTEMS INC
MPTS WEB SERVICES

This MPTS Web Services Agreement is by and between the County of Plumas, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as "Contractor".

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1st, 2024, in effect between County and Contractor.

2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Assessor Public Version of the MPTS Web Services.

   The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.

4. **Term**. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the monthly licensing fee is paid to Contractor by County.

5. **Services to be provided**. Contractor shall provide the following MTPS Web Services to the County.

   Public Version for Assessor and Tax Collector Departments:

   - Search capabilities limited to Parcel or Assessment numbers.
   - Assessor Inquiry – Current Assessment Roll information only.
   - Tax Collector – Current Tax Roll information only.
   - Cosmetic Customizations only i.e. color schemes, County logos, etc.
   - Note: this version does not have any Security features. Name only appears, not address.
   - Prior Year (previous year only) View/Print Taxbill Online (additional monthly charge of $53.63 included in price below).
   - Web bill print for Tax Collector (additional monthly charge of $88.56 included in price below).

6. **Price**. The monthly charge for the MPTS Web Services described above is $672.34. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.

7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of T1 or business DSL).

8. **Termination**. County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

ADDENDUM TO AGREEMENT
PROPERTY TAX SYSTEM MAINTENANCE
JULY 1st, 2024

MEGABYTE SYSTEMS INC
MPTS WEB SERVICES

CONTRACTOR:
Megabyte Systems, Inc.

By: _____
Nicholas M Betts,
President/Secretary

Date Signed: _____

Plumas County:

By: _____
Greg Hagwood, Chair
Board of Supervisors

Date signed: _____

ATTEST:

By: _____
Allen Hiskey

Date Signed: _____

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development Department of Housing and Community Development (HCD) 2022 Economic Development Community Development Block Grant (CDBG); effective May 21, 2024; not to exceed $160,000; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development HCD 2022 Economic Development CDBG, effective May 21, 2024, with a not to exceed contract amount of $160,000.

Background and Discussion:

On August 11, 2023, Plumas County entered into a Standard Agreement with the State Department of Housing and Community development (HCD) under the 2022 Community Development Block Grant (CDBG) Greenville Economic Development Agreement (22-CDBG-ED-30048) in the amount of $750,000.

The Dixie Fire devastated the Town of Greenville with over 40 businesses lost, including the commercial and retail uses along Greenville's historic Main Street and within the Central Business District. Plumas County recognizes the success of Greenville's businesses is critical to the economic recovery of the entire County. Businesses need an attractive business climate. The people in Greenville and the surrounding rural areas need reliable job sources. A core signal of economic recovery is the ability to return business activities to a state of health, forward development, and economic opportunities that result in a sustainable and economically viable community. Plumas County is committed to bringing the businesses in Greenville and the surrounding wildfire-affected areas CDBG economic development funding in recovery. The primary objective of the grant is to provide funding for "supplies and equipment" directed to businesses economically recovering from the Dixie Fire. Having the capital for inventory and equipment is critical in the ability for businesses to move forward and be fully operational.

On March 22, 2024, the Planning Department released a Request for Proposals (RFP) seeking professional services under the 2022 CDBG Greenville Economic Development grant inviting qualified respondents interested in providing professional services to Plumas County, as follows: A) "Grant Administration" including submitting Financial Reports and Activity Reports on a quarterly basis and B) "Activity" including the development of program guidelines, preparing a marketing strategy for fair and equitable advertising and access to funds, and reviewing grant applications and performing underwriting.

The RFP deadline was April 12, 2024. The Planning Department received two (2) responses from qualified consultants, as follows: Sierra Business Council in collaboration with the Indian Valley Innovation Hub (IVIH) and Michael Baker International, Inc. The County RFP Evaluation Panel included Tracey Ferguson, Plumas County Planning Director; Zachary Gately, Plumas County Grant Manager; and Paul Mrowczynski, Dawn Institute Board Member/Dixie Fire Recovery Stakeholder, with oversight by the County's Purchasing Agent,

Debra Lucero, County Administrative Officer. Evaluation of the proposals was performed between April 15, 2024, and April 19, 2024, with interviews conducted on April 18, 2024, and April 19, 2024.

The Evaluation Panel individually reviewed and ranked the proposals, interview presentations, and responses to County interview questions based on the criteria and scoring listed in the RFP. A maximum of 150 points total was possible (maximum of 100 points for the proposal scoring the cover letter, statement of interest, statement of qualifications, scope, schedule, budget, and client references and 50 points for the presentation and interview questions). The Evaluation Panel members provided a proposal score and an interview score for each respondent. Those scores were then totaled and averaged, to result in a final total proposal score and final total interview score for each respondent, as follows:

1. Michael Baker International, Inc. – Proposal 88 / Interview 49 – TOTAL 137
2. Sierra Business Council in collaboration with IVIH – Proposal 81 / Interview 41 – TOTAL 122

Michael Baker International, Inc. was the preferred consultant based on the Evaluation Panel scoring in all scoped areas including grant administration and developing program guidelines, preparing a marketing strategy, and reviewing grant applications and performing underwriting. With that said, the Evaluation Panel was also interested specifically in the marketing strategy proposed by the IVIH to supplement and build local capacity under the Sierra Business Council proposal. On April 23, 2024, Tracey Ferguson, Evaluation Panel member, contacted the Sierra Business Council to inquire if Sierra Business Council would be interested in contracting with the County for IVIH marketing strategy services to collaborate and supplement the Michael Baker International, Inc. marketing strategy scope. Sierra Business Council declined. As a result, on April 23, 2024, Michael Baker International, Inc. was notified as the one preferred consultant to recommend to the Board of Supervisors and Sierra Business Council, in collaboration with IVIH, was notified of non-selection.

The professional Services Agreement in the amount of $160,000 with Michael Baker International, Inc. was approved as to form by County Counsel. No General Fund Impact as funding is coming from the CDBG Greenville Economic Development grant. An outline of the anticipated total grant budget awarded of $750,000, is as follows:
$567,500 – Grants to Businesses
$12,500 – County staff General Administration labor
$10,000 – County staff Activity labor
$40,000 – Michael Baker International General Administration labor
$120,000 – Michael Baker International Activity labor

The scope of work is included in “Exhibit A” and includes the primary tasks of Grant Administration (Task 1) and Grant Guidelines, Marketing Strategy, Grant Application, and Underwriting (Task 2). Exhibit “B” includes the Fee Schedule. Michael Baker International, Inc. is also required to comply with the CDBG grant terms and conditions under the County HCD Standard Agreement 22-CDBG-ED-30048 (Exhibit “C”) and all relevant state and federal contracting procedures.

Action:

Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development HCD 2022 Economic Development CDBG, effective May 21, 2024, with a not to exceed contract amount of $160,000.

Fiscal Impact:

No General Fund Impact RE: HCD 2022 Economic Development Community Development Block Grant (CDBG)

Attachments:
1. Michael Baker Int_Agreement_CDBG ED_BOS 5.21.24

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 Planning Department (hereinafter referred to as "County"), and **Michael Baker International, Inc.**, a Pennsylvania 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 One-Hundred and Sixty Thousand Dollars ($160,000.00).

3. Term. The term of this agreement shall be from May 21, 2024, through July 31, 2026, unless terminated earlier as provided herein.

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

5. Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Greenville Economic Development Standard Agreement 22-CDBG-ED-30048. Contractor shall comply with all requirements and obligations under the Standard Agreement (STD 213) in **Exhibit C**, attached hereto, including all paragraphs in Exhibits A, B, C, D, and E as attached and made a part of the Standard Agreement or otherwise incorporated by reference.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to 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.

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. Contractor shall indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, , demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable 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 wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the 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.

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. The commercial general and automobile liability 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 the commercial general and automobile liability 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 commercial general and automobile liability 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. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions carried under the policies of insurance required.

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, such consent to not be unreasonably withheld, delayed or conditioned.

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 shall 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:

Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Tracey Ferguson, Planning Director

Contractor:

Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Attention: Damien Delany, Housing and Community Development Manager

23. Time. Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of professional standard of care for performance of such services, which is that level of skill and care ordinarily observed by like professionals performing similar services under similar circumstances. Contractor shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of County or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Contractor.

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

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

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov)

by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

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

CONTRACTOR:

Michael Baker International, Inc., a Pennsylvania corporation

By:_____
Name: William M. Hoose
Title: Vice President
Date signed:

By:_____
Name: Richard Beck
Title: Assistant Secretary
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Task 1 – Grant Administration

Task 1.1 – Quarterly Financial and Activity Reports

Contractor shall administer the CDBG Greenville Economic Development grant for the purpose of reimbursement for administrative and activity expenditures under the provisions of the Standard Agreement 22-CDBG-ED-30048.

Contractor shall prepare the Quarterly Financial and Activity Reports and upload to HCD's eCIVIS grants portal or equivalent, and coordinate, as needed, with County for documentation and HCD for compliance.

Task 1.2 – Grant Closeout

Contractor shall prepare documentation to assist the County in compliance with HCD's CDBG grant closeout procedures, as follows:

1. A Final Activity Report that includes all required reporting data for the activity.
2. Evidence, satisfactory to HCD, of compliance with any and all conditions of the Standard Agreement 22-CDBG-ED-30048.
3. Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity.
4. Close out Certification Form signed by the County's authorized signer.
5. Project Completion Report.
6. A filed Notice of Completion (if applicable).
7. Dis-encumbrance of Funds form (if applicable).

Task 2 – Grant Guidelines, Marketing Strategy, Grant Application, and Underwriting

Task 2.1 – Standard Agreement Review and Prepare Grant Guidelines

Contractor shall schedule a project kick-off meeting in May 2024 with the County to review this Agreement, including the Standard Agreement 22-CDBG-ED-30048.

Contractor shall work with the County's CDBG Economic Development Core Committee to prepare the draft and final Grant Guidelines that meet with requirements all applicable federal, state, and local requirements.

- The 1st draft Grant Guidelines shall be sent to the County's CDBG Economic Development Core Committee on June 17, 2024. County's CDBG Economic Development Core Committee shall have 2 weeks to review and comment.
- The 2nd Grant Guidelines shall be sent to the County's CDBG Economic Development Core Committee on July 15, 2024. County's CDBG Economic Development Core Committee shall have 1 week to review and comment.

- The Final Grant Guidelines shall be completed no later than July 31, 2024, and released no later than August 5, 2024.

Task 2.2 – Marketing Strategy

Contractor shall work with the County's CDBG Economic Development Core Committee to prepare the draft and final Marketing Strategy with the objective for fair and equitable advertising and access to funds.

- The 1st draft Marketing Strategy shall be sent to the County's CDBG Economic Development Core Committee on June 17, 2024. County's CDBG Economic Development Core Committee shall have 2 weeks to review and comment.
- The 2nd Marketing Strategy shall be sent to the County's CDBG Economic Development Core Committee on July 15, 2024. County's CDBG Economic Development Core Committee shall have 1 week to review and comment.
- The Final Marketing Strategy shall be completed no later than July 31, 2024, and implemented during the months of August, September, and October 2024 and may continue into 2025, as needed.

Contractor shall assist in the implementation of the Marketing Strategy, as outlined in the Strategy.

Contractor shall provide marketing materials in Spanish, if requested by the County.

Contractor shall collaborate with the Sierra Small Business Development Center (SBDC) and the CDBG Economic Development Core Committee to implement the Marketing Strategy.

Task 2.3 – Prepare Grant Application and Review Applications and Perform Underwriting

Contractor shall prepare the draft and final Grant Application.

- The 1st draft Grant Application shall be sent to the County's CDBG Economic Development Core Committee on August 12, 2024. County's CDBG Economic Development Core Committee shall have 1 week to review and comment.
- The 2nd Grant Application shall be sent to the County's CDBG Economic Development Core Committee on August 26, 2024. County's CDBG Economic Development Core Committee shall have 1 week to review and comment.
- The Final Grant Application shall be released no later than September 9, 2024.

Contractor shall ensure the grant application and award process complies with federal underwriting standards and meets the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

Contractor shall review each application to verify eligibility and qualifying requirements pursuant to the Final Grant Guidelines, including all assisted businesses must have a full SAM.gov registration.

A risk assessment of the applicant may be conducted prior to Contractor recommending an award. The risk assessment shall consider all aspects of the applicant's business plan, past

financial performance, and future market potential. Contractor shall investigate debarment, convictions of fraud, theft, or embezzlement, as well as perceived or real conflicts of interest.

Contractor shall provide County with a recommendation of award for each applicant in the form of a memorandum supported by findings based on the underwriting process and documenting the applicant's eligibility, prospects for the continued viability of the business, justification for the award amount, and that the applicant meets duplication of benefits criteria.

Task 2.4 – Labor Compliance

Contractor shall perform labor compliance monitoring and review services in accordance with all applicable federal and state laws and regulations. Services include determination of level of labor compliance, as necessary and applicable.

Task 2.5 – Environmental Review

Contractor shall perform environmental review services in accordance with all applicable federal and state laws and regulations. Services include determination of level of environmental review and completion of the review, as necessary and applicable.

EXHIBIT B

Fee Schedule

The scope of services tasks in **EXHIBIT A** shall be competed for a cost **not to exceed $160,000.00** on a time and materials basis with **Task 1 not to exceed $40,000.00** and **Task 2 not to exceed $120,000.00** in according to the Contractor standard billing rates listed below:

Comprehensive Planning Services	
Project Director/Advisor	$185 - $250
Principal Planner	$155 - $205
Project Manager	$135 - $180
Assistant Project Manager	$125 - $155
Senior Planner	$120 - $150
Land Use Planner	$120 - $130
Associate Planner	$95 - $120
Assistant Planner	$85 - $95
Planning Technician	$65 - $75
Environmental Services	
Project Director/Advisor	$200 - $260
Principal Environmental Planner	$180 - $225
Senior Environmental Planner	$140 - $190
Associate Environmental Planner	$100 - $140
Assistant Environmental Planner	$85 - $100
Urban Design & Revitalization	
Project Director/Advisor	$180 - $225
Senior Urban Designer	$165 - $180
Urban Designer	$105 - $130
Transportation Services	
Project Director/Advisor	$180 - $225
Transportation Planner	$150 - $180
Public Outreach	
Project Director/Advisor	$180 - $225
Senior Public Information Officer	$120 - $150
Public Information Officer	$90 - $120
Public Engagement Coordinator	$90 - $120
Creative Services	
Graphics Production Manager	$125 - $145
Graphic/Web Designer	$80 - $115
Grant Writing	
Principal Grant Writer	$80 - $125
Assistant Grant Specialist	$70 - $90
SMARA Services	
Geologist	$150 - $185
Senior Inspector	$120 - $150
Associate Inspector	$100 - $120
Sustainability	
Project Director/Advisor	$180 - $225
Principal Climate Change Analyst	$145 - $165
Program Manager	$130 - $160
Conservation & Resource Planning	
Project Director/Advisor	$180 - $225
Senior Conservation Planner	$110 - $125
Conservation Planner	$95 - $120
Biology	
Project Director/Advisor	$180 - $225
Senior Biologist	$120 - $150
Associate Biologist	$90 - $120
GIS	
GIS Manager	$125 - $145
GIS Analyst	$95 - $115
Housing & Community Development	
Project Manager	$125 - $170
Senior Planner	$115- $145
Community Development Specialist	$95 - $110
Community Development Technician	$75 - $90
Management Services	
Principal	$225 - $275
Associate Principal	$195 - $225
Senior Associate	$180 - $225
Municipal Finance	
Project Director/Advisor	$180 - $225
Municipal Finance Manager	$145 - $165
Municipal Finance Coordinator	$125 - $145
Municipal Finance Analyst	$85 - $125
Meeting Facilitation	
Facilitation Services	$115 - $175
Administrative Services	
Technical Editor	$85 - $125
Administrative Support	$65 - $95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up. Rates are subject to a 3% increase each year. May not include all staff titles.

Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within ninety (90) days receipt.

EXHIBIT C

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)
2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GREENVILLE ECONOMIC DEVELOPMENT
STANDARD AGREEMENT 22-CDBG-ED-30048
EXHIBITS A, B, D, AND E AND EXHIBIT C INCORPORATED BY REFERENCE

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-CDBG-ED-30048	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR NAME
County of Plumas

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:
$750,000

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	General Terms and Conditions	04/2017
+ -	Exhibit D	CDBG Program Terms and Conditions	25
+ -	Exhibit E	Program Application	17

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Plumas

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
555 Main Street	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
Tracey Ferguson TRACEY FERGUSON	Planning Director PLANNING DIRECTOR
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Tracey Ferguson	8/3/23

Approved as to form:
Joshua Brechtel
Deputy County Counsel

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-CDBG-ED-30048	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development (HCD)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Avenue	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
Synthia Rhinehart	Contracts Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Synthia Rhinehart	8/11/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the “Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the federal System of Award Management Assistance Listings (formerly Catalog of Federal Domestic Assistance) as 14.228 - CDBG -Community Development Block Grant Program. In accepting this reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee’s Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to

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comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

1) Benefit to Low/Moderate Income Persons or Households,

2) Urgent Need, or

3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. <u>Effective Date and Commencement of Work</u>

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. <u>Term of Agreement and Performance Milestones</u>

A. Term of Agreement: The Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement ("Contract Expiration Date". Any extensions beyond the 36 months will require the Department's approval and a contract amendment.

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B. Expenditure Deadline: All costs to be reimbursed with Program funds shall be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213. Costs incurred after the Expenditure Deadline are not eligible for reimbursement.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than the Contract Expiration Date.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Contract Expiration Date deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

2) Failure to meet any given subsequent milestones identified in Exhibit E, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

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3) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. **Scope of Work Revisions and Amendments**

1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

   a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.

   b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.

2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

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a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.

b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. **State CDBG Program Contract Management**

1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager(s) of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address*:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 890-6819
Email: CDBG@hcd.ca.gov

**Due to the telework policy in place for the State of California communications should be done electronically to ensure timely response.*

2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

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a) Financial Reports (Funds Requests);

b) Activity Reports;

c) Semi-Annual Reports;

d) Annual Reports;

e) Submittal of any and all requested supporting documentation;

f) Standard Agreement Revisions (non-material contract changes); and,

g) Standard Agreement Amendments (material contract changes).

3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

4) **Capacity to Contract**: Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

5) **Authority to Execute**: Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department

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determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports narrative section required for such activity and provide supporting documentation. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Policy Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., and an authorization to incur costs from the Department has been received or the contract has been fully executed.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

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D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, the funds that are not able to be spent in their entirety prior to the Expenditure Deadline or that have not been drawn prior to the Contract Expiration Date will be subject to disencumberance by the Department in its sole and absolute discretion.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Project Budget, will **not** be paid with CDBG funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

EXHIBIT B

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, upon presentation of a financial reporting form, and supporting documentation of the cost eligibility. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when a funds will next be requested

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted no later than sixty (60) days after the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to

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the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State procedural guidance for grantees. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department within 60 days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement, the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line-item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

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B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

1) All costs to be reimbursed with Program funds must be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213.

The Final Financial Report for the activity must be marked final and submitted within sixty (60) days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B). Financial Reports submitted after this date will not be eligible for reimbursement.

B. Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto;

4) Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity;

5) Close out Certification Form signed by the Grantee's authorized signer;

6) Project Completion Report; and

7) Disencumbrance of Funds form (if applicable).

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Contract Expiration Date, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted upon the completion of the activity or no later than the Contract Expiration Date. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

C. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification
CFDA Number: 14.228

1. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

1) Acquisition (§ 5305 (a)(1))

2) Public Improvements (§ 5305 (a)(2))

3) Public Facilities (§ 5305 (a)(2) and (5))

4) Code Enforcement (§ 5305 (a)(3))

5) Housing Rehabilitation (§ 5305 (a)(4))

6) Public Services (§ 5305 (a)(8))

7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19)

8) Business Financial Assistance (§ 5305 (a)(17))

9) Microenterprise Assistance (§ 5305 (a)(22))

10) Homeownership (§ 5305 (a)(24))

B. “Activity Budget” means the budget included in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. These costs must be cost reasonable and directly tie to the completion of the activity to meet a National Objective.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “Department” means the California Department of Housing and Community Development.

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F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when funds will next be requested.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).

H. “Grantee” means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

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B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG funds.

e) Request that HUD initiate federal suspension debarment proceedings.

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f) Take other remedies that may be legally available, including, but not limited to:

g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. <u>Severability</u>

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

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6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.

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B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. Equal Opportunity Requirements and Responsibilities

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974

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prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

D. Affirmative Outreach:

1) Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

Contractor subrecipients or its Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

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E. Equal Access for Disabilities

1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1. 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

2) The California State Department of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

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A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

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13. Environmental Compliance

A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

F. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

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apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

G. Grantee shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

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15. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

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B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. <u>Prevailing Wages</u>

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction

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contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

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B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

21. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional

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detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.

C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 “Grant Closing Requirements”.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are

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the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. Reversion of Assets

Upon expiration of this Agreement, Grantee shall disencumber any CDBG funds, excluding Program Income, remaining in the contract at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of $25,000.00 shall be either:

A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

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25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

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28. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No

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Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract

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or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

32. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional

EXHIBIT D

restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

34. <u>False, Fictitious or Fraudulent Claims</u>:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Detecting, Preventing, and Reporting FRAUD

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused.

HCD wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

Combatting Fraud

EXHIBIT D

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and CDBG NOFA applicants to combat CDBG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement or Whistleblower related matters for the CDBG program to the Office of Inspector General.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDBG program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov
By Phone: Call toll free: 1-800-347-3735
By Fax: 202-708-4829
By Mail:
Department of Housing & Urban Development.
HUD OIG, Office of Investigation, Room 1200
Field Office
One Sansome Street
San Francisco, CA 94104
(213) 534-2518

HUD OIG, Office of Investigation
Suite 4070
Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
(213) 534-2518

EXHIBIT E

Activity: County of Plumas Greenville Economic Development

Linked Form Applications
Greenville Economic Development

Linked Form Profile

EXHIBIT E

Award Number
22-CDBG-ED-30048

PO Number

Section I

Activity Category
Programs

Activity (ED Programs)
18A ED Assistance to For-Profits

National Objective
(LMA) Low/Mod Area Benefit

Section II

Measure Indicator
Businesses

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf

Number of Beneficiaries
25

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

Additional Benefit Types

Section III

Organization Name
Plumas County

Organization Street Address
555

Organization Street Name
Main Street

Organization Suite #

Organization City
Town of Quincy

Organization State
California

Organization Zip Code
95971-9143

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. ###### Use the HUD LMSI mapping tool located at https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd###### Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code
063

Census Tract
4

Census Block Group(s)
02, 03

Does this activity occur on more than one Census Tract and Block Group?
No

County Code

Census Tract

Census Block Group(s)

County Code

Census Tract

Census Block Group(s)

County Code

Census Tract

Census Block Group(s)

Are you using an income survey?
No

Are you using census data to determine area benefit?
Yes

County Code
063

Census Tract
4

Census Block Group(s)
option3

Total population of census area
995

Low/mod population of census area
625

Address
555 Main Street, Quincy, CA 95971-9143

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title
County of Plumas Greenville Economic Development

Activity Street Address:
555

Activity Street Name:
Main Street

Activity City:
Town of Quincy

Activity State:
California

Activity Zip Code:
95971-9143

EXHIBIT E

Activity Description

The Dixie Fire began Tuesday, July 13, 2021, and burned nearly 1 million acres of land across five counties, Plumas being the most impacted. It burned for three months, and destroyed the Town of Greenville, with approximately 75% of the Town's structures destroyed by the fire. Specifically, commercial and retails uses along Greenville's historic Main Street and within the Central Business District were destroyed.

Impacts have been felt across the region, even in communities where structural damage was minimal, with substantial impacts to the timber and tourism industries that are the lifeblood of the regional economy. The success of Greenville businesses is critical to the recovery of the entire County. Businesses need an attractive business climate, and the people in Greenville and the surrounding rural areas need a reliable source of decent jobs. Plumas County needs a stable tax base and revenue to enable the County to provide and maintain infrastructure, such as roads, that keep commercial and retail services operating effectively.

A core signal of economic recovery is the ability to return business activities (including agricultural valuable to the Greenville/Indian Valley region) to a state of health, forward development, and economic opportunities that result in a sustainable and economically viable community. Embracing sustainability in the local economy also means paying attention to qualitative factors, not just the bottom line. These factors can be summed up with the term "economic vitality." A community with economic vitality has numerous advantages not only toward sustainability, but toward all of its other goals, whatever they may be.

The economic development business grants (new program activity) for Greenville business owners will include the mechanisms necessary to foster economic recovery and development. Business owners having access to grants provided by these CDBG funds to purchase start-up supplies and equipment would alleviate some of the challenges and pressures of rebuilding businesses in Greenville. Grant guidelines and access to a grant portal will be developed for the disbursement of these funds. A grant reading team will be established to vet and verify all requirements are met per the grant before distribution. Marketing strategies will be developed and put in place to make sure that all returning businesses, as well as potential new ones, will have knowledge and access to the grant writing process.

Establishing program guidelines and completing the marketing strategy will be done within 120 days of executing the contract with the consultant(s). The review of applications and granting the awards will be achieved within 36 months of Standard Agreement Execution.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.###### By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative

Task 1 - Prepare Request for Proposal and select consultant(s) to manage Activity Delivery and General Administration
Task 2 - Establish Program Guidelines that meet the requirements of what qualifies as a business
Task 3 - Complete Marketing Strategy for fair and equitable advertising and access to funds
Task 4 - Review Applications and Award to qualified business recipients with full documentation of each award
Task 5 - Closeout

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

Task 1 - Request for Proposal and Consultant Contracts
Task 2 - Program Guidelines
Task 3 - Marketing Strategy
Task 4 - Applications and Recipient Awards
Task 5 - Closeout Documentation of Awards and disbursement of all funds

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?
No

Do you want to include additional optional milestones?
No

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1
Consultant Procurement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2
Establish Program Guidelines - Completed within 120 days of executing contract with consultant

Milestone #3
Complete Marketing - Completed within 120 days of executing contract with consultant

Milestone #4
Review Applications and Awards - Completed within 36 months of Standard Agreement Execution

Confirmation of Closeout - Milestone
Closeout

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

EXHIBIT E

Describe the population that will benefit
Greenville's strongest capacity to build back businesses lies in the resiliency and determination of the people it holds. More than 43 businesses were completely lost in the Dixie Fire. Some insured, some underinsured, and some not insured at all. Recognizing the need for people to "see" that Greenville is coming back, a concept was born in partnership with the Dixie Fire Collaborative to utilize properties in the downtown area for temporary "pop-up" businesses, now known as "The Spot." It gives space for Greenville's local business owners to begin offering their services again to the public. Currently food truck vendors, a real estate "office," gym, nursery, bar, and a thrift store operate daily in Greenville. All but three of these commercial and retail services were existing businesses pre-Dixie Fire with the intention of building back. Supporting the growth of new businesses with the establishment of an Innovation Hub gives emphasis to supporting local Greenville and Indian Valley talent to create goods that are grown, made, or produced in Plumas County for export out-of-County, generating retail sales.

In meeting with the affected business owners over the past six months, the Dixie Fire Collaborative knows, first-hand, that approximately 20 businesses are looking to rebuild. It is the hope of the County and the Dixie Fire Collaborative to support these businesses with supplies and equipment once their commercial structure is rebuilt. For example, a Greenville local gas station owner has moved forward with rebuilding and the associated commercial store (Gas Mart) is almost complete. After speaking with this business owner, his next concern is having the capital for the startup inventory. It is clear that start up inventory and equipment, such as refrigeration, will be critical in the ability to move forward and be fully operational. Further, supporting the "pop-up" businesses with supplies will allow owners to continue to generate income as they proceed with the brick and mortar rebuilds.

Greenville pre-Dixie Fire had an unemployment rate of 12.0%. The US average is 6.0%. The average income of a Greenville resident is $24,222 a year. The US average is $28,555 a year and the Median household income of a Greenville resident is $30,766 a year. The US average is $53,482 a year. Greenville's LMI sits at 62.81%.

Please include a narrative describing your staff and/or contractor/subrecipient expertise:
The County of Plumas has an experienced Planning Director, Tracey Ferguson, AICP, who has over 21 years of experience in private and public sector leadership and project and consultant management. Director Ferguson has been integrally involved in the recovery efforts of the County following the Dixie Fire, for example, serving as the County-lead on the Greenville historic buildings preservation mission and assisting the Dixie Fire Collaborative with entitlement needs to utilize properties in the downtown area for temporary "pop-up" businesses. Director Ferguson has also led the long-term recovery efforts to-date with a working group made up of County, State, and Federal governmental staff; non-governmental stakeholders; and the Dixie Fire Collaborative with Economic Development as one of the primary Recovery Support Functions.

The Economic Development Support Contracts Management is experienced in engaging the public and businesses with economic development recovery.

Onboarding staff and consultants with expertise in CDBG economic development implementation and related capacities, such as grants management including cross-cutting federal regulatory compliance, is imperative. Three qualified potential consultants have been identified, those being Michael Baker International, Jeff Lucas with Community Development Services, and Chuck Wolfe with ClaggettWolfe Consulting.

Attached are the resumes and duty statements for the Planning Director and the Economic Development Support Contracts Management, a flow chart for the core team members and anticipated contractors being an Economic Development Grants Manager (Lead Consultant), business engagement professional, federal grants administration, NEPA environmental, and other procured team members, as needed.

Duty Statements/Resumes
DutyStatements_Resumes_Plumas.pdf

Activity Flow Chart

Organization Flow Chart
PLUMAS COUNTY_ORG CHART_ED.pdf

Indicate the number of grants managed in the last 48 months
4 or more grants

List the grants managed in the last 48 months

1. California Microbusiness COVID-19 Relief Grant Program, California Office of Small Business Advocate - $22,500 (completed summer 2022)
2. CDBG Cares Act CV-2 (PCIRC Dragonfly Café) and CV-3 (Small Business Assistance) - $673,462 (in process CV-2 to be complete 2022 and CV-3 into 2023)
3. California Department of Water Resources Disadvantaged Community Involvement (DACI) Grant Program, Mountain Counties Funding Area - small and local water systems analysis $45,000 (complete)
4. State Department of Housing and Community Development SB 2 Planning Grants Program Implementation - pre-approved construction document sets $160,000 (not started)
5. State Department of Housing and Community Development REAP (Regional Early Action Planning Grant) Local Government Planning Support Grant Program - pre-development costs for affordable housing project $121,517 (kick off fall 2022)
6. California Department of Water Resources Sustainable Groundwater Management Grant - $2,000,000 (will be complete fall 2022)
7. California Department of Water Resources Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant - construction projects for water sustainability and reliability $1,002,536 (in process)

Provide a narrative listing your partners and collaborators

Plumas County intends on partnering with the Dixie Fire Collaborative (wildfire long-term recovery group) and Sierra Small Business Development Center (Sierra SBDC) “other partner” to assist in the development and deployment of the business grants program. Sierra SBDC and Plumas County have a formal MOU to partner, which is attached.

With a lack of businesses currently in the Greenville area due to the Dixie Fire, the unemployment rate is much higher. Even though some jobs were created due to disaster recovery operations, those jobs are only temporary and are not sustainable for the long-term economic recovery. Plumas County will introduce business owners to the Plumas County Alliance for Workforce Development (AFWD) programs that meet the needs of job seekers and employers. AFWDs services will guide businesses as well as training a new and stronger workforce in Greenville.

List of collaborators/partners

Non-Profit service providers, Other partner (describe in narrative and specify that it is "Other partner")

For documentation please upload adopted Memorandum of Understanding, Agreements, Contracts, Resolutions, Board Motions, or other formally approved documentation showing that the governing bodies of the different partner agencies have acknowledged the partnership/collaboration and are engaged in the effort. A signed letter of partnership/collaboration is NOT sufficient evidence of partnership unless it is signed by all parties in the collaboration/partnership, and has been recognized by the governing body of the responsible organization.

Partners/Collaborators Supporting Documentation

Purpose Statement of the Dixie Fire Collaborative.pdf

Partners/Collaborators Supporting Documentation

CDBG_ED_Plumas_Sierra SBDC_MOU_8.16.22.pdf

Partners/Collaborators Supporting Documentation

PlumasCounty_Census_Tract 4_Block 2_Block 3.pdf

Do you have a completed Market Analysis?

Yes

Upload Market Analysis

22.03.04_[Re]Build_Assessment_Survey Analysis_ListofBuinessses.pdf

Understanding of Market Conditions and Opportunities by Market Segment

List of Local Businesses Surveyed, Survey Analysis

Use the following link U.S. Census - County Business Pattern (CBP) (free source) (http://www.census.gov/programs-surveys/cbp.html)
to determine the number of businesses by industry category using the 2 digit North American Industry Classification System (NAICS) code level breakdown. Information on the CBP website is only available

in a list format. From the CBP website click on the American Fact Finder link and the “Main” tab to obtain additional information and instructions on how to use the American Fact Finder business patterns search tool. Analyze the business segments for the most recent 3 years describing increases, decreases, or stability in number of businesses by segment and employment category. Local businesses surveyed to determine demand. For Micro-Enterprise, use businesses with 5 or fewer employees in your evaluation.

Identifying and Analyzing Lending Opportunities and Competitors

Look for the following from other lending opportunities:###### 1. Types of lending products offered.###### 2. Types of businesses inquiring/obtaining financing.###### 3. Types of businesses not meeting lender requirements###### 4. Minimum and maximum loan amounts.###### 5. Typical loan terms & interest rates.###### 6. Allowable uses of funds.###### 7. Collateral requirements.###### 8. Level of equity contribution required for loan-to-value (LTV).

Demand projections and conclusions

Use the analysis to determine the scope number size of applications and potential loans for the program and validate the amount of money being requested as part of this application.

Check all that apply Loan Underwriting and Servicing Documentation

HUD’s overview of economic development underwriting can be located in the HUD Economic Development Toolkit, Chapter 9 Economic Development Toolkit, Chapter 11 and Appendix A to Part 570 (https://www.law.cornell.edu/cfr/text/24/appendix-A*to*part_570).Toolkits can be found here: https://files.hudexchange.info/resources/documents/Economic-Development-Toolkit-Manual.pdf

Identifying and Analyzing Partners and Competitors serving Microenterprise Clients

Identify all other private and public sources serving the market area to determine:###### Level and extent of technical assistance provided in the market area by the competitors/partners.###### Types of businesses served by existing competitors/partners.###### Competitors/partners costs for services.###### Market area served by competitors/partners.

Demand projections and conclusions

Determine and validate the total number of clients that may be interested in the services annually over the term of the grant:###### Determine and validate the services offered.###### Determine the range of services being offered.###### Include a strategy and plan for marketing the technical assistance program.###### Determine the reasonableness of the assumptions based on the target market, proposed extent and level of services, and the cost of providing the proposed services.

Do you have a signed agreement with a contractor/subrecipient?

No

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: https://www.law.cornell.edu/cfr/text/24/570.503 Contracts must be in compliance with 2 CFR §§200.317-200.326:. https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7 Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II*to*part_200

Contractor/Subrecipient Supporting Documentation

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.###### Program

EXHIBIT E

Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.###### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.###### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ###### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted or draft:
Program guidelines

Upload your adopted or draft program documentation
Plumas Small Business Assistance_DRAFT_Guidelines and Application.pdf

Upload additional adopted or draft program documentation

Upload additional adopted or draft program documentation

Upload additional adopted or draft program documentation

Is/Will resident/business relocation be necessary?
No

Upload the document as well as documentation of adoption, (i.e. resolution, or meeting minutes) if applicable.

Upload additional relocation documentation

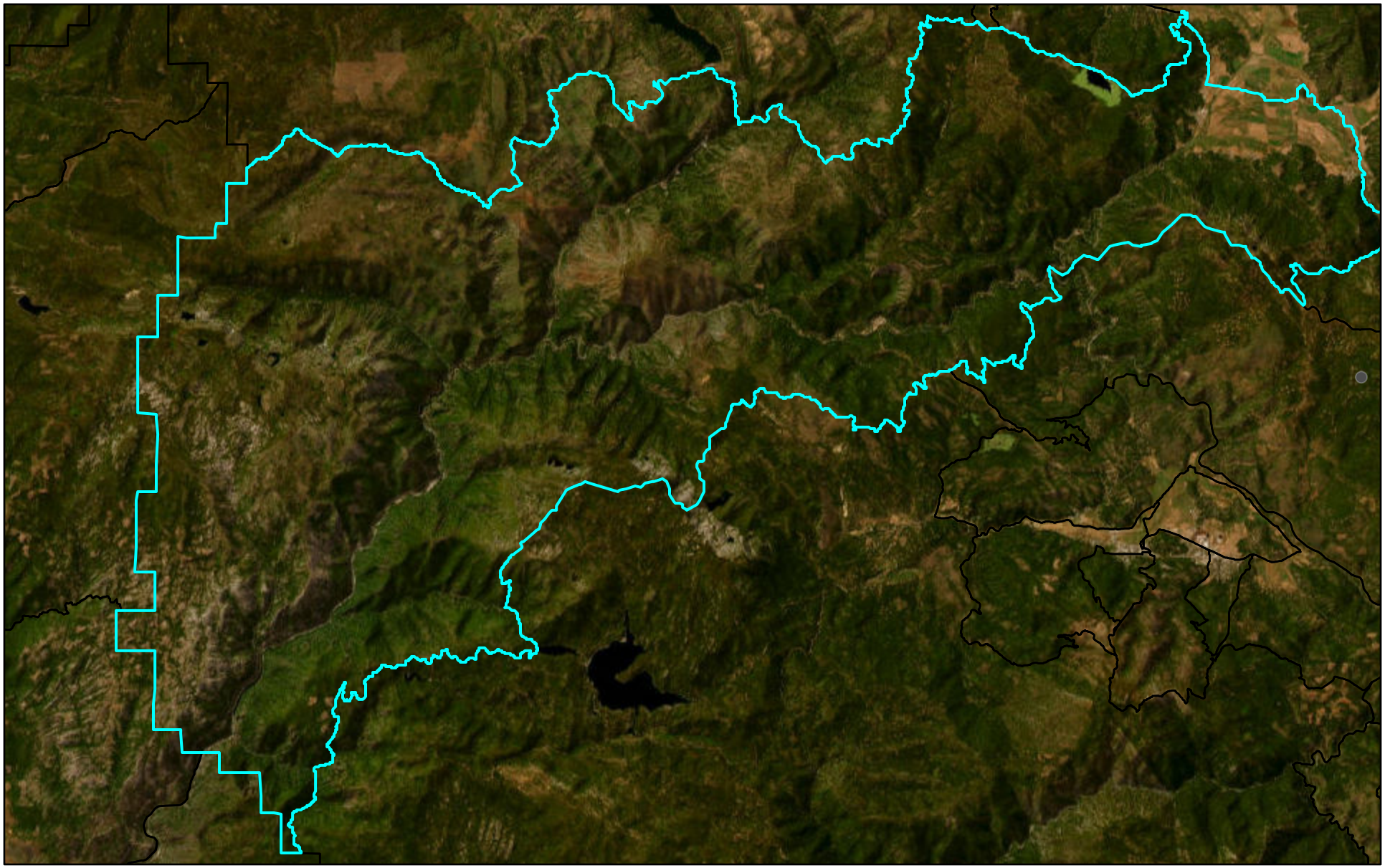
View Budget Worksheet

View Application Goals

Original Submission Date (for re-submissions)

EXHIBIT E

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



4/27/2023, 8:22:34 AM

LMISD by Block Group

1:288,895

0 1.75 3.5 7 mi

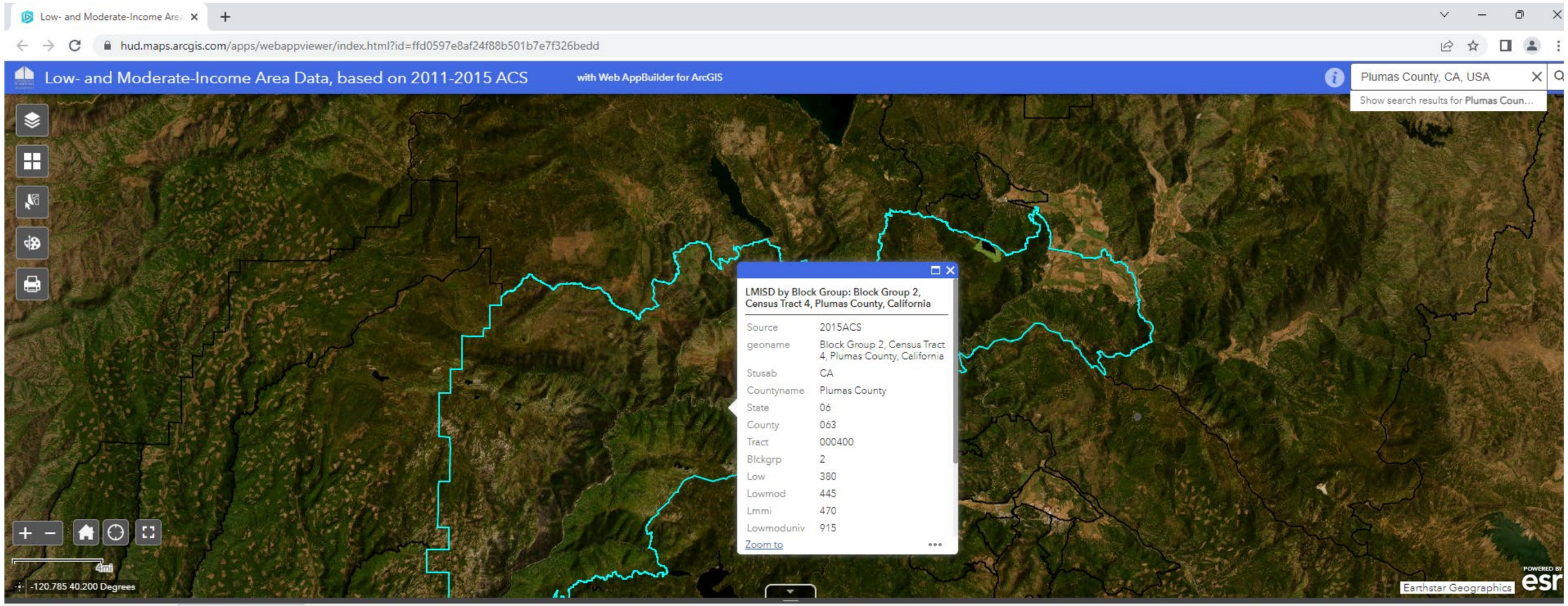
0 3 6 12 km

Earthstar Geographics

U.S. Department of Housing and Urban Development, Web AppBuilder for Earthstar Geographics |

EXHIBIT E

PLUMAS COUNTY – CENSUS TRACT 4 – BLOCK GROUP 2 – 48.63% LMI



LMISD by Place & Consolidated City | LMISD by Block Group

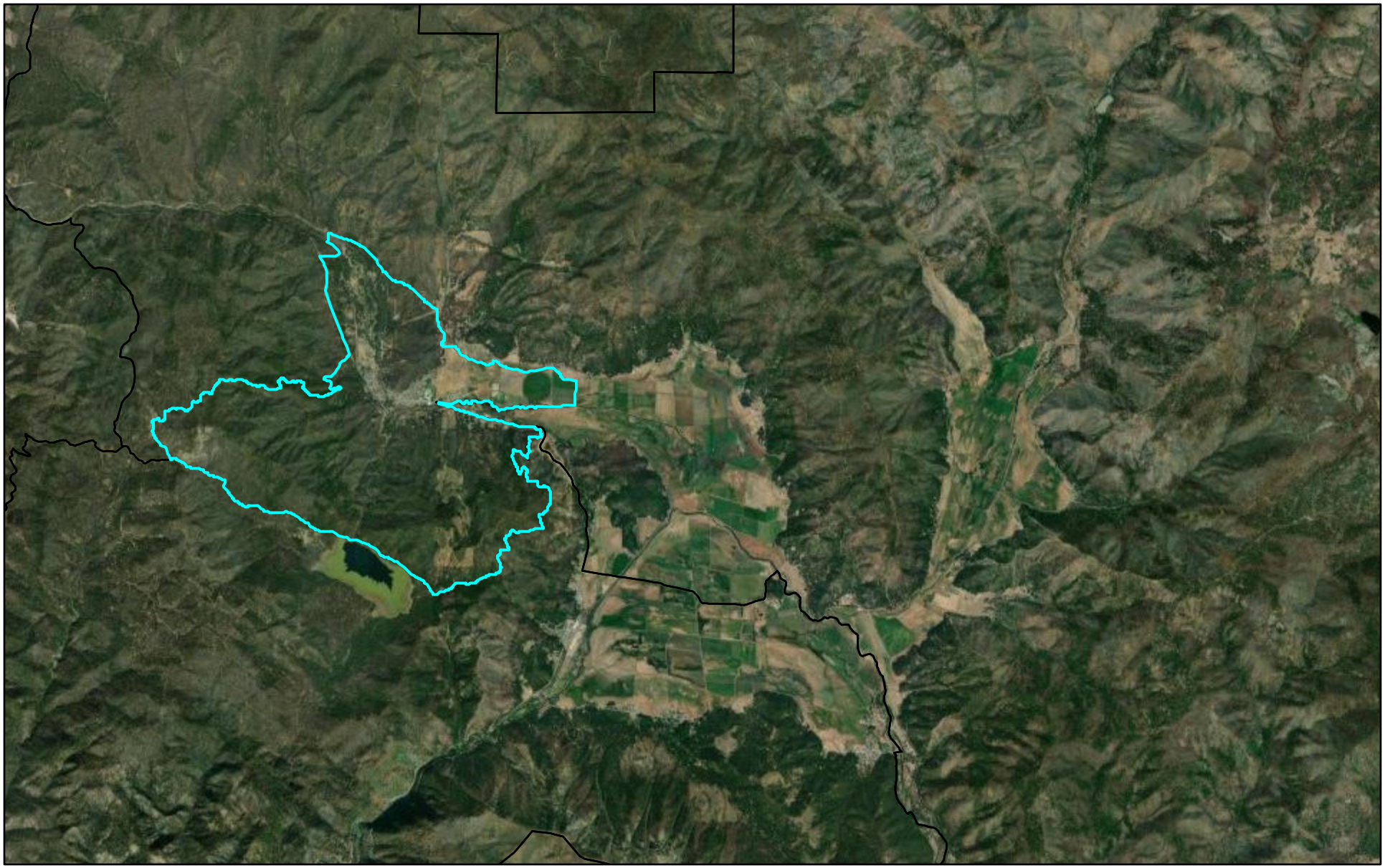
Options | Filter by map extent | Zoom to | Clear selection | Refresh

Source	geoname	Stusab	Countyname	State	County	Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct	uclowmod	ucLowmod_p	MOE_Lowmod	MOE_ucLowm
2015ACS	Block Group 2, Census Tract 4, Plumas County, California	CA	Plumas County	06	063	000400	2	380	445	470	915	48.63		0.00	+/-24.81	

1 features 0 selected

EXHIBIT E

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



4/24/2023, 2:12:05 PM

LMISD by Block Group

1:144,448

0 0.75 1.5 3 mi

0 1.5 3 6 km

Earthstar Geographics

U.S. Department of Housing and Urban Development, Web AppBuilder for Earthstar Geographics |

EXHIBIT E

PLUMAS COUNTY – CENSUS TRACT 4 – BLOCK GROUP 3 – 62.81% LMI

Low- and Moderate-Income Area Data, based on 2011-2015 ACS with Web AppBuilder for ArcGIS

hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd

plumas county, ca

Show search results for plumas count...

LMISD by Block Group: Block Group 3, Census Tract 4, Plumas County, California

Source	2015ACS
geoname	Block Group 3, Census Tract 4, Plumas County, California
Stusab	CA
Countyname	Plumas County
State	06
County	063
Tract	000400
Blckgrp	3
Low	450
Lowmod	625
Lmmi	835
Lowmoduniv	995

Zoom to

-120.701 40.231 Degrees

Earthstar Geographics

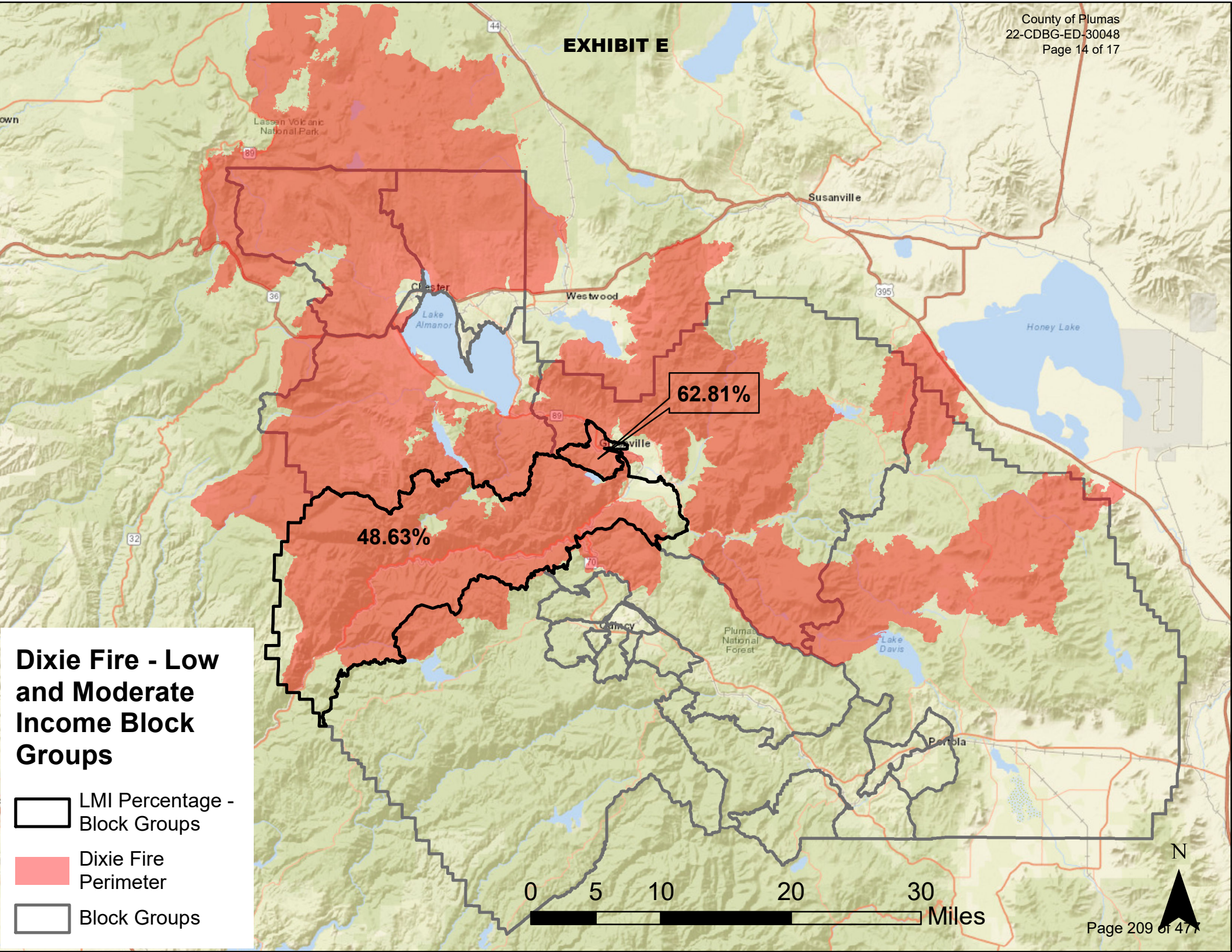
LMISD by Place & Consolidated City | LMISD by Block Group

Options | Filter by map extent | Zoom to | Clear selection | Refresh

Source	geoname	Stusab	Countyname	State	County	Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct	uclowmod	ucLowmod_p	MOE_Lowmod	MOE_ucLowm
2015ACS	Block Group 3, Census Tract 4, Plumas County, California	CA	Plumas County	06	063	000400	3	450	625	835	995	62.81		0.00	+/-22.81	

1 features 0 selected

EXHIBIT E



Dixie Fire - Low and Moderate Income Block Groups

- LMI Percentage - Block Groups
- Dixie Fire Perimeter
- Block Groups

EXHIBIT E

OBJECTID	GEOID	Source	geoname	Stusab	Countyname	State	County	Tract	Blckgrp	Lowmod	Lowmoduniv	Lowmod_pct	uclowmod	ucLowmod_p	MOE_Lowmod	MOE_ucLowm	Shape__Area	Shape__Length
22724	60630004002	2015ACS	Block Group 2, Census Tract 4, Plumas County, California	CA	Plumas County	6	63	400	2	445	915	48.63		0	+/-24.81		0.07604713	2.313066518
22725	60630004003	2015ACS	Block Group 3, Census Tract 4, Plumas County, California	CA	Plumas County	6	63	400	3	625	995	62.81		0	+/-22.81		0.002999052	0.396041668
										1070	1910							
										56.02%								

EXHIBIT E

County of Plumas		Countywide Disaster Recovery Planning											
Duplication of Benefits Tracking		Sources											Budget Gap/
Uses (line item budget)	Total Activity Costs	CDBG	[Source 2]	[Source 3]	[Source 4]	[Source 5]	[Source 6]	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits
[Activity Costs Category 1 (i.e. Activity Delivery, Materials, Labor)]													
Greenville Economic Developmer	$ 547,500.00	$ 547,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Activity Delivery	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 697,500.00**	**$ 697,500.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Activity Costs Category 2 (i.e. Activity Delivery, Materials, Labor)]													
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ -**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Administration													
General Administration	$ 52,500.00	$ 52,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 52,500.00**	**$ 52,500.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Activity Total	**$ 750,000.00**	**$ 750,000.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and Identify the spedific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [ ] and the funds. Please do not delete or alter formulas. The collored columns have no significance. They are colored only to make it easier to track across funding source.

EXHIBIT E

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Economic Development (2022)
Stage: Pre-Award

Report Date: 05/09/2023
Requested By: Tracey Ferguson
traceyferguson@countyofplumas.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Greenville Economic Development	Grants made to businesses	0	$0.00	$0.00	$547,500.00	$0.00		$0.00	Direct Cost
	Activity Delivery	Staff/Consultant Time and Materials	0	$0.00	$0.00	$150,000.00	$0.00		$0.00	Direct Cost
Activity Total			**0**	**$0.00**	**$0.00**	**$697,500.00**	**$0.00**		**$0.00**	
General Administration										
	General Administration	Staff/Consultants Time and Materials	0	$0.00	$0.00	$52,500.00	$0.00		$0.00	Direct Cost
General Administration Total			**0**	**$0.00**	**$0.00**	**$52,500.00**	**$0.00**		**$0.00**	
Activity Delivery										
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$750,000.00**	**$0.00**		**$0.00**	

Budget Report, Created by Tracey Ferguson, traceyferguson@countyofplumas.com, 05/09/2023
Source: eCivis™ Portal
http://www.ecivis.com/

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA; discussion and possible action.**

Recommendation:
Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA.

Background and Discussion:
Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted on May 21, 2024, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Action:

Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA.

Fiscal Impact:

No General Fund impact

Attachments:
1. sunset campout

DEPARTMENT OF PUBLIC WORKS USE ONLY
Date Recv'd _____
Receipt No. _____ $ _____

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
   1834 E. Main Street
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival Sunset Campout

Name of Applicant Sunset Sound System - Galen Abbott, Solar Langevin

Residence Address 202 Bocana St. San Francisco, CA 94110

Mailing Address Same

Telephone Number (415)577-9099 E-Mail Address galenabbott@gmail.com

Business Address and Telephone Number (If different from above) N/A

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort & Lodge, 14785 Belden Town Rd. 95915

Telephone (530)283-9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort 14785 Belden Town Rd. 95915 & Jack's Place, 25311 Highway 70

Nearest town Belden, CA 95915 & Twain CA 95984

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: June 19 & 20, 2024

Dates of Actual Event: June 21, 2023 - June 24, 2024

Dates of Post Even Activities: June 24 & 25, 2024

Hours of Event Activities for each day of Event: All Day and Evening.

June 21, 2024 @ 12pm - June 24, 2023 @ 10am

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event No Day Passes

850 Participants, 200 Staff, 150 Artists/Vendors

F. Maps and Diagrams

Provide maps or diagrams showing the following:

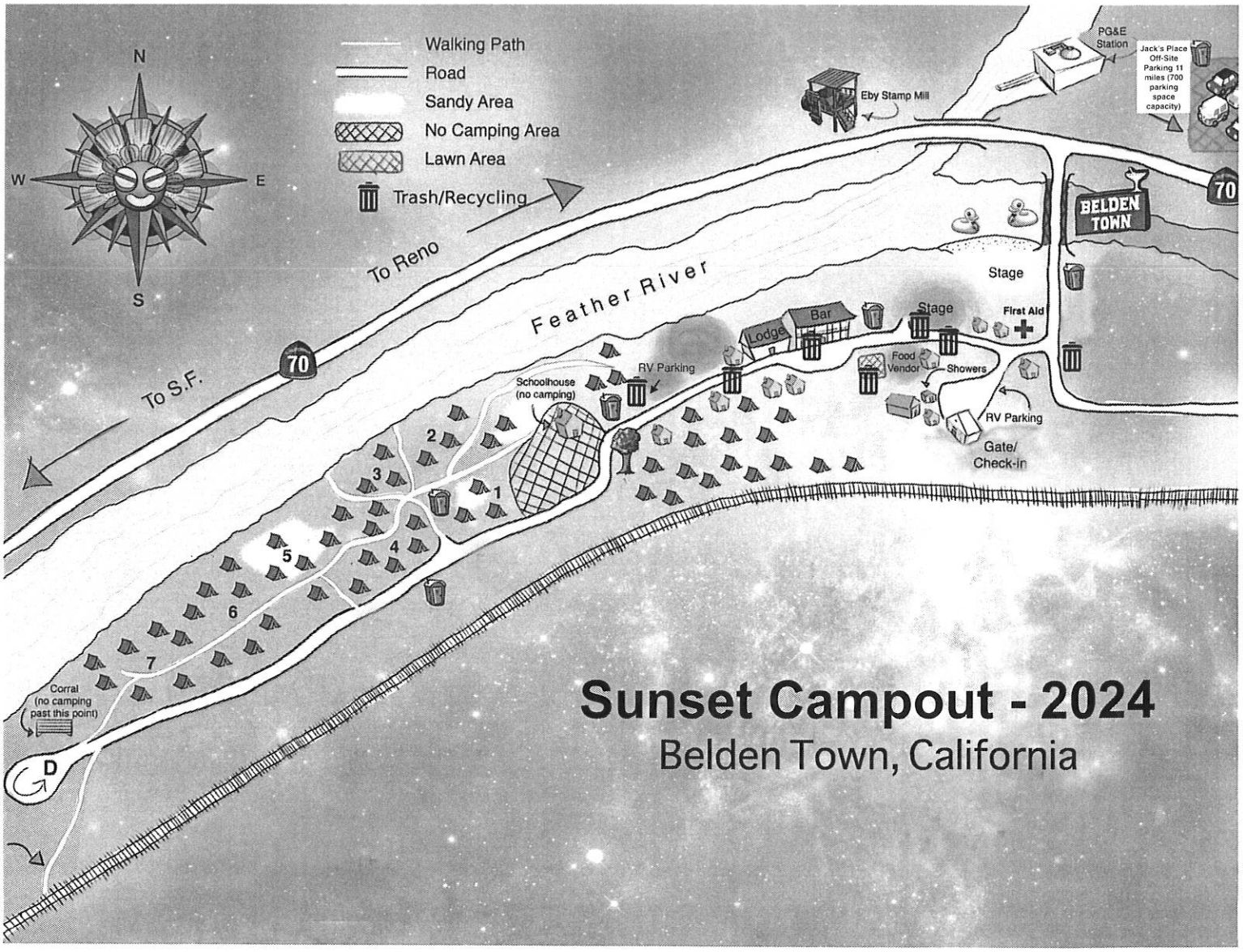
(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

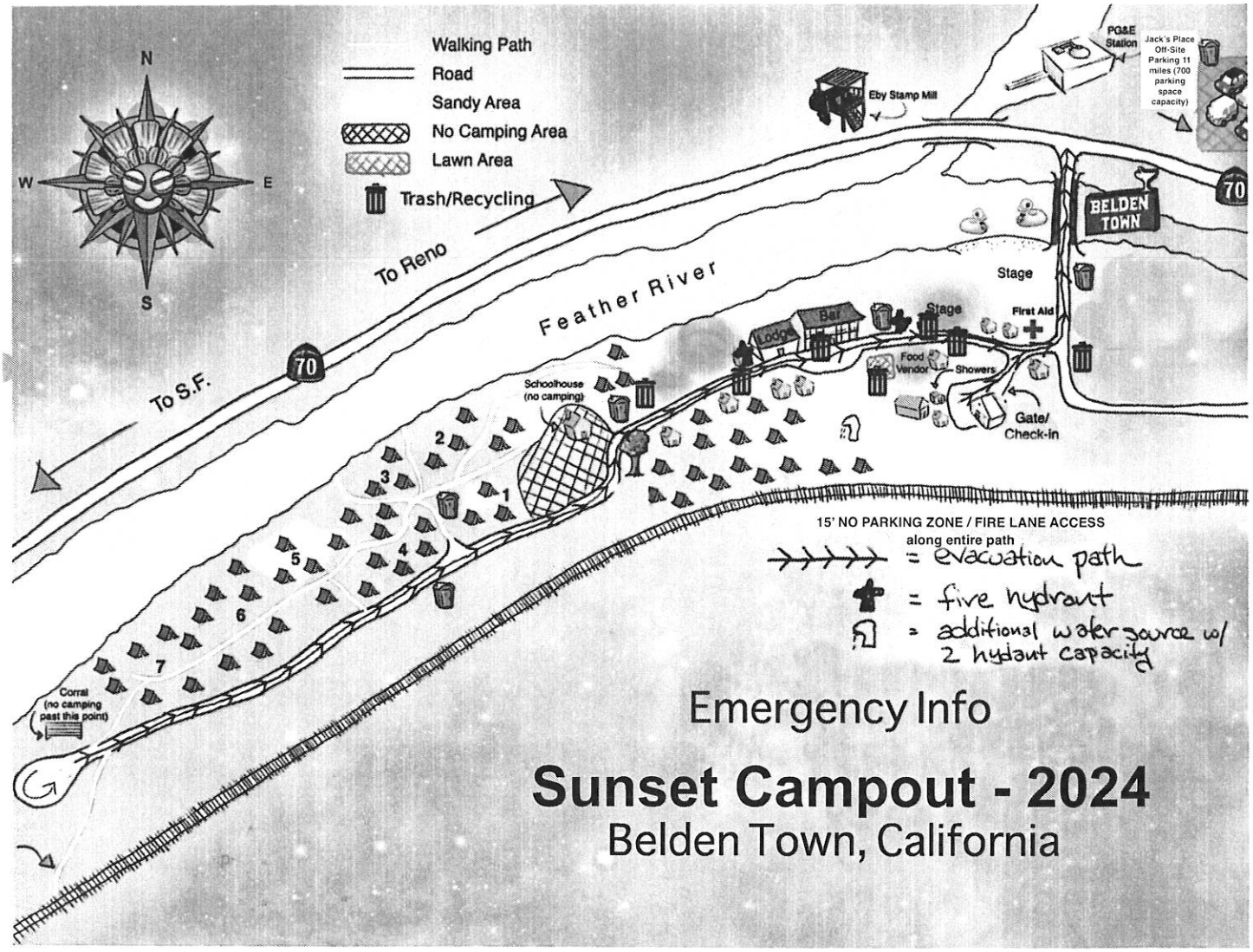
Signature (s) of Applicant (s)

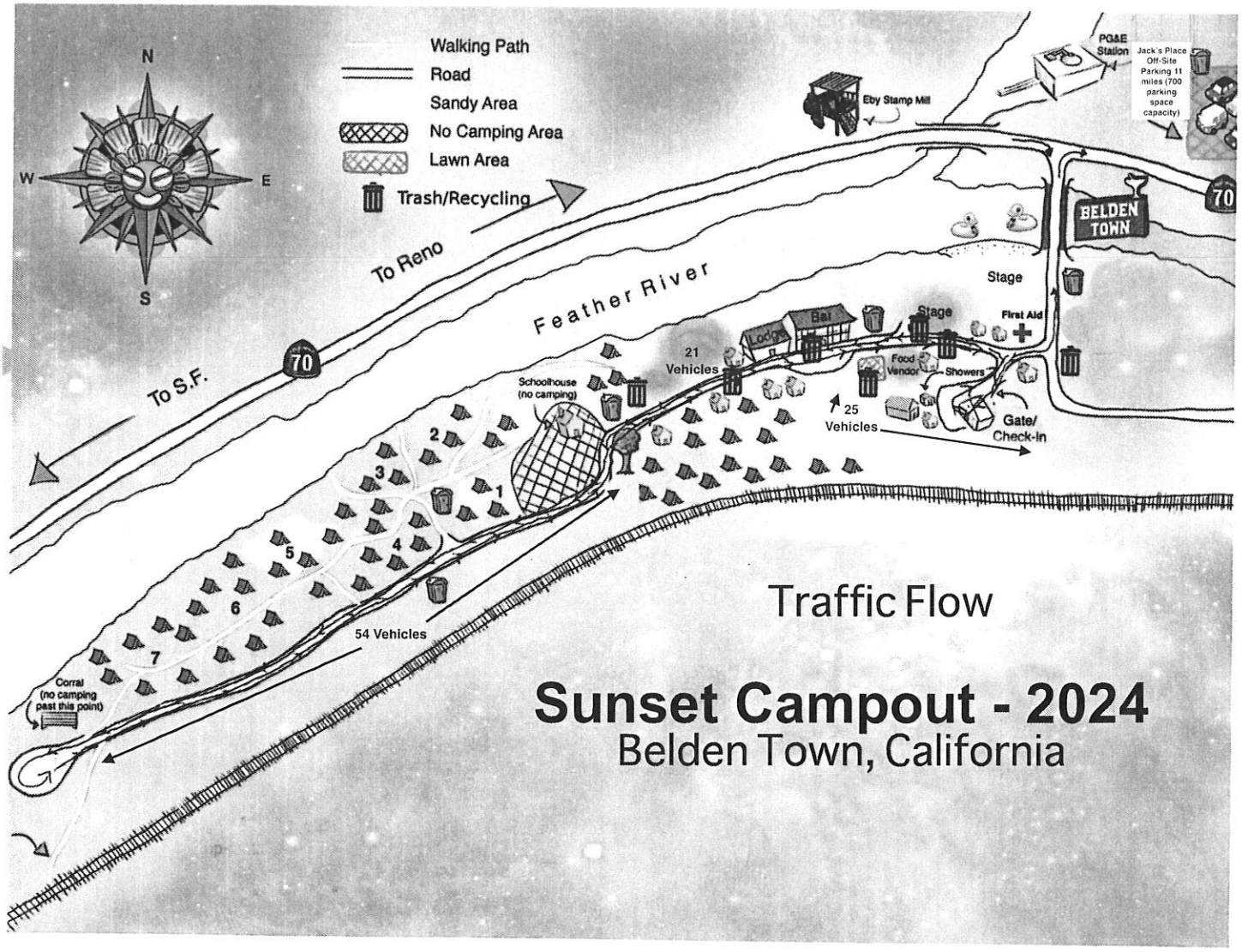
I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Signature — Date: February 23, 2024

Signature — Date


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
Feather River
70
Eby Stamp Mill
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
RV Parking
Gate/ Check-in
Schoolhouse (no camping)
RV Parking
1
2
3
4
5
6
7
Corral (no camping past this point)
D
Sunset Campout - 2024
Belden Town, California


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
70
Feather River
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
Eby Stamp Mill
BELDEN TOWN
70
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
15' NO PARKING ZONE / FIRE LANE ACCESS along entire path
= evacuation path
= fire hydrant
= additional water source w/ 2 hydant capacity
Emergency Info
Sunset Campout - 2024
Belden Town, California


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
70
Feather River
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
Eby Stamp Mill
BELDEN TOWN
70
Stage
Lodge
Bar
Stage
First Aid
21 Vehicles
Food Vendor
Showers
Schoolhouse (no camping)
25 Vehicles
Gate/ Check-In
1
2
3
4
5
6
7
54 Vehicles
Corral (no camping past this point)
Traffic Flow
Sunset Campout - 2024
Belden Town, California

Belden Town Resort
14785 Belden Town Road
Belden, CA 94915

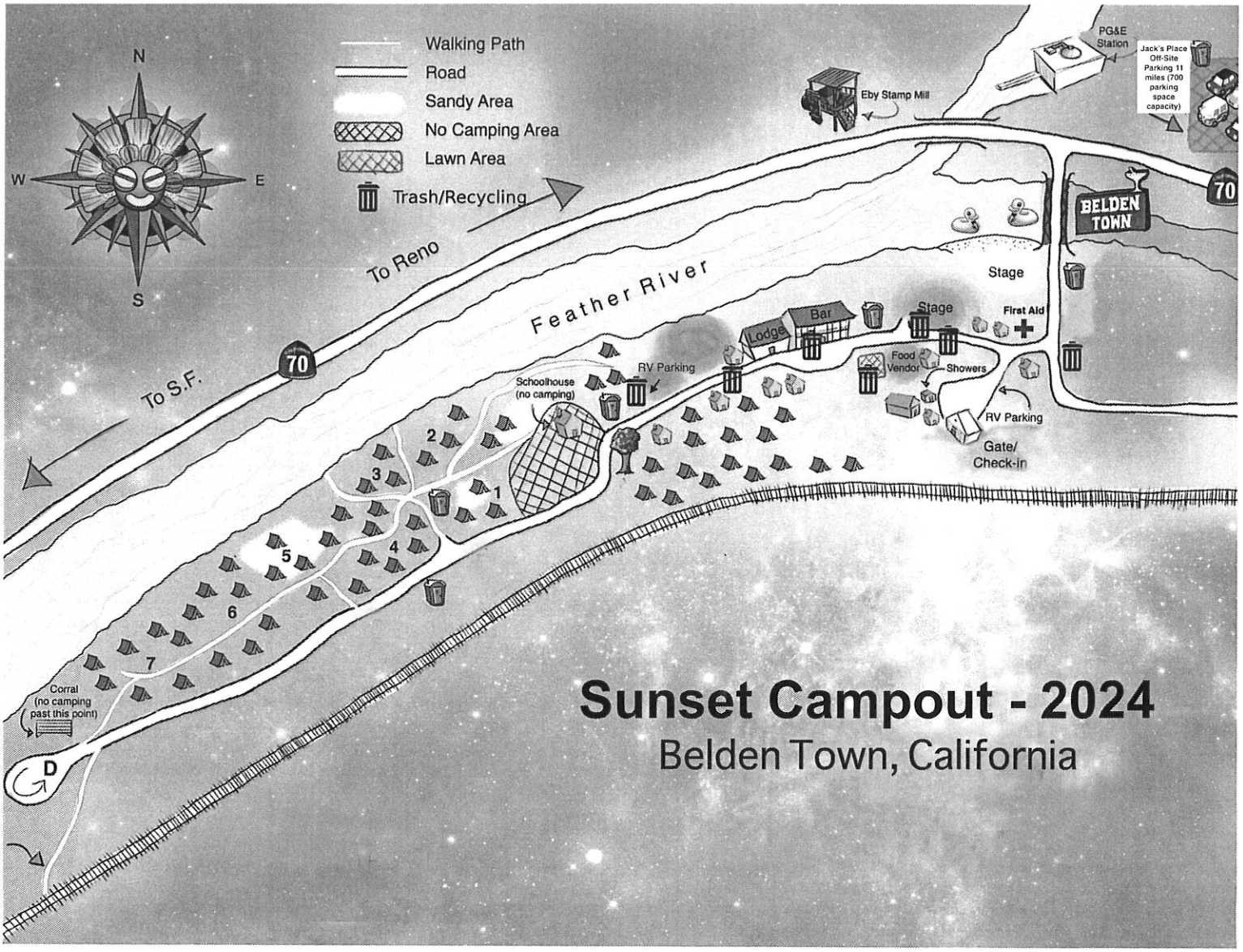
To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for SUNSET CAMPOUT to take place on June 20th - June 24th, 2024 at Belden Town Resort, (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for parking, (25311 Hwy 70, Twain, CA 95984).

Thank You!

Signed:

Ivan Coffman - Owner, Belden Town Resort and Lodge


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
Eby Stamp Mill
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
RV Parking
Gate/ Check-in
Schoolhouse (no camping)
RV Parking
1
2
3
4
5
6
7
Corral (no camping past this point)
D
Sunset Campout - 2024
Belden Town, California

Steffanic, John

From: Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Sent: Wednesday, April 10, 2024 9:44 AM
To: Steffanic, John
Cc: Titus, Erin@DOT
Subject: Re: 2024 Belden Festivals

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

Hi John,

These events will all need Caltrans Encroachment Permits for event signage. No parking is allowed on the State Right-of-Way. On-site CHP enforcement during the event, paid by the permittee, will likely be required, as it was during past events. There may be significant delays during these dates due to road construction.

Feel free to contact me with any questions. I will be out of the office April 12- May 6, 2024.

Kind regards,

John Yolton, P.E.
Permit Inspector
Plumas, Tehama & So. Lassen
D2 Encroachment Permits
(530) 215-8549

> On Apr 8, 2024, at 1:38 PM, Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:
> EXTERNAL EMAIL. Links/attachments may not be safe.
> We have three festivals that have applied for this summer. We send these applications out to agencies outside of Plumas County to give you an opportunity to review them and see if there is something in your world that these promotors need to address in their events. If there is something you want to comment on, please let me know by April 26. Thanks for your time!
>
> John Steffanic
> 204 Fairground Rd., Quincy, CA 95971
> 530-283-6272
>
> [cid:image001.jpg@01DA89B9.97AB4530]
> www.plumas-sierracountyfair.net<https://urldefense.com/v3/__http://www
> .plumas-sierracountyfair.net__;!!LWi6xHDyrA!-xbpK1XKhTp4avCcdOeGYdpRTc
> O8F9puK09_rmaOGjEYdUdtLYgZwAZ8XCyNvuLRLIPNP4F52gOih3K7cCYPseW90_FFMh7l
> wgTn$>
>
>
> <FTFOI Outdoor Festival Ordinance Application 2024.pdf>
> <SunsetCampoutPreliminaryApp_2024.pdf>
> <2024 Priceless Festival Permit - main application.pdf>

Steffanic, John

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Tuesday, April 9, 2024 10:57 AM
To: Steffanic, John
Subject: Re: 2024 Belden Festivals

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

The only thing that I see is will Highway 70 be open to west bound traffic. Will they still have the festival if there is only 1way in and out. As in if a fire starts in the canyon. Just my thoughts. Thanks and have a nice day

On Mon, Apr 8, 2024 at 2:31 PM Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:

Thanks Frank!

John Steffanic

204 Fairground Rd., Quincy, CA 95971

530-283-6272

www.plumas-sierracountyfair.net

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Monday, April 8, 2024 2:31 PM
To: Julie Hunter <julieh@myairdistrict.com>
Cc: Steffanic, John <JohnSteffanic@countyofplumas.com>; Melissa Klundby <melissak@myairdistrict.com>; Erin Titus (Erin.Titus@dot.ca.gov) <Erin.Titus@dot.ca.gov>; Ivan.Houser@fire.ca.gov; Jerred.Ferguson@Waterboards.ca.gov; Kyle.Stoner@wildlife.ca.gov; leslie.edlund@usda.gov; spreston@chp.ca.gov; Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Subject: Re: 2024 Belden Festivals

Steffanic, John

From: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Sent: Thursday, April 18, 2024 8:43 PM
To: Steffanic, John
Cc: Hillskotter, Mark@CALFIRE; Houser, Ivan@CALFIRE
Subject: FW: 2024 Belden Festivals
Attachments: FTFOI Outdoor Festival Ordinance Application 2024.pdf; SunsetCampoutPreliminaryApp_2024.pdf; 2024 Priceless Festival Permit - main application.pdf

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

Hello Sir,
Could you please add me to your distribution list for inquiries like these. I am the point of contact for Plumas County for anything related to pre-fire planning and defensible space in the SRA.

I would like to make one recommendation for this event. This event will be held at a venue in the SRA and is subject to comply with PRC-4291 Defensible Space requirements. I would recommend that the venue facility property have a current and compliant Defensible Space Inspection within 30 days of the festival. The property owner can contact me to fill this request for the inspection. I recommend that the request comes in well before the festival so the property owner will have adequate time to remedy any possible violations of PRC-4291.

Thank you,

Alan Thornhill
Fire Captain – Peace Officer
Prevention Bureau, Pre-Fire Planning, DSI Coordinator
697-345 State Highway 36, Susanville, CA. 96130
(530) 251-4413 Office

For wildfire preparedness and prevention tips
Visit: ***Burn Permits*** - ***Damage Inspection*** - ***Defensible Space*** - ***Home Hardening***

From: Houser, Ivan@CALFIRE <Ivan.Houser@fire.ca.gov>
Sent: Monday, April 8, 2024 1:43 PM
To: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Cc: Hillskotter, Mark@CALFIRE <Mark.Hillskotter@fire.ca.gov>
Subject: FW: 2024 Belden Festivals

Do you have any interest or need to comment? My involvement in the past was that there is no change or conversion of timberland so no comment.

Plenty of opportunity for Field Training here though and don't get in the river down-stream nor eat fish.

Ivan Houser

SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

a) Commercial Liability Insurance

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 205
Quincy, CA 95971
(530) 283-6041

Please See Attached Documentation for our Certificates of Liability.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINGS — 4/16/24

Plumas County Risk Manager — Signature / Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ozdalga, Ark
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126	PHONE (A/C, No, Ext): 408-293-3336 FAX (A/C, No): 408-293-6054 E-MAIL ADDRESS: ark@wawib.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Burlington
INSURED	INSURER B :
Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		974B001852	09/26/2023	09/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required:
Plumas County

Dates: June 19th, 2024 - June 25th 2024

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure

CERTIFICATE HOLDER

Plumas County
520 Main Street # 309
Quincy, Ca 95971

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

b) Police Protection and Security

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

The Sunset Campout will have 24 hours security coverage provided by Belden's Security team combined our own hire of High Rock Security. All security personnel will be well marked and all have radios for a quick response to any events during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Guard Licenses from the Bureau of Security and Investigative Services). At least one Patrol Team (a two person team) is on duty at all times during the day with another team on standby in case of emergencies. Two - Three teams will be on patrol during the evening and through the night.

We do not sell any alcohol at the Sunset Campout. However, the Belden Bar does remain open during the event and Beer is available for purchase in the General Store. We also do not host any gathering in the bar or encourage it's use during the event. While some of our attendees do bring alcohol to the event we rarely see any issues arising from it's use. We also have very few attendees in the 14 - 21 age group as most of our crowd is in it's 30's and 40's so it's unlikely underage consumption occurs.

We do not condone illegal drug use at the Sunset Campout, and all of our staff is vigilant and will be on the look out for illegal substance abuse, dealing, and any issues that could arise. If any such issues arise, staff will notify security and/or security staff, as appropriate, who will remove those involved in the illegal activity.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Sheriff — Signature / Date

4/8/2024

TODD JOHNS

c) Emergency Preparedness Plans

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services: 270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6332

Belden and High Rock security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our security team will be easily-identifiable and carry radios in the event of emergency.

EVACUATION PLAN:
Our evacuation plan is indicted on the attached map. Attendees will be notified of an evacuation plan by email prior to the event and printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments. An alarm will sound, and the security team will move through the campground area with megaphones, directing participants to report to the front of the lodge. No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Our parking crew, door crew, and event leads will oversee vehicle traffic.

Attendees who have cars parked on-site at Belden will be directed to get in their cars and proceed to the Belden RV parking lot, where they will fill their remaining seats having seat belts with drivers of vehicles who have cars that are parked at the off-site lot. (To be clear, only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.) These onsite cars will then drive up Highway 70 to the offsite lot and drop off their passengers. This process will iterate as required, using our shuttle if the shuttle is deemed necessary.

Attendees who are not driving to the offsite lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Highway 70 (with staff directing traffic) gather at the old stamp mill across the street at the PCT trailhead. There is a light and crosswalk on 70 for pedestrians to make for safe and easy access to the PCT. They will await pickup there.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Director, Plumas County OES

4/8/2024.
Signature / Date

Cars returning to Belden from the off-site parking lot will load passengers at the rest stop north of Belden on the north side of Highway 70 and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County. (Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.)

Sunset Campout leads and security will conduct additional sweeps through all campground areas to verify evacuation. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, security and event leads will evacuate.

To prepare for emergency evacuations, roadways are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per federal and county regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete.

FIRE PROTECTION:

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Sunset staff. The security team and Belden staff are equipped with radios to respond to incidents at the event. Emergency responders will be notified of a fire by phone.

In addition, in the event of a fire, Belden is equipped with state-of-the-art fire system. Belden has two dedicated fire hydrants, as well as one additional water source with hook-up capability, for use in fire-fighting, that is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

10 1.5 inch (100ft each)
8 1 inch (100ft each)
3 2 inch (50 feet length)
2 3.5 inch (100ft)

PREVENTION OF WILDFIRES:

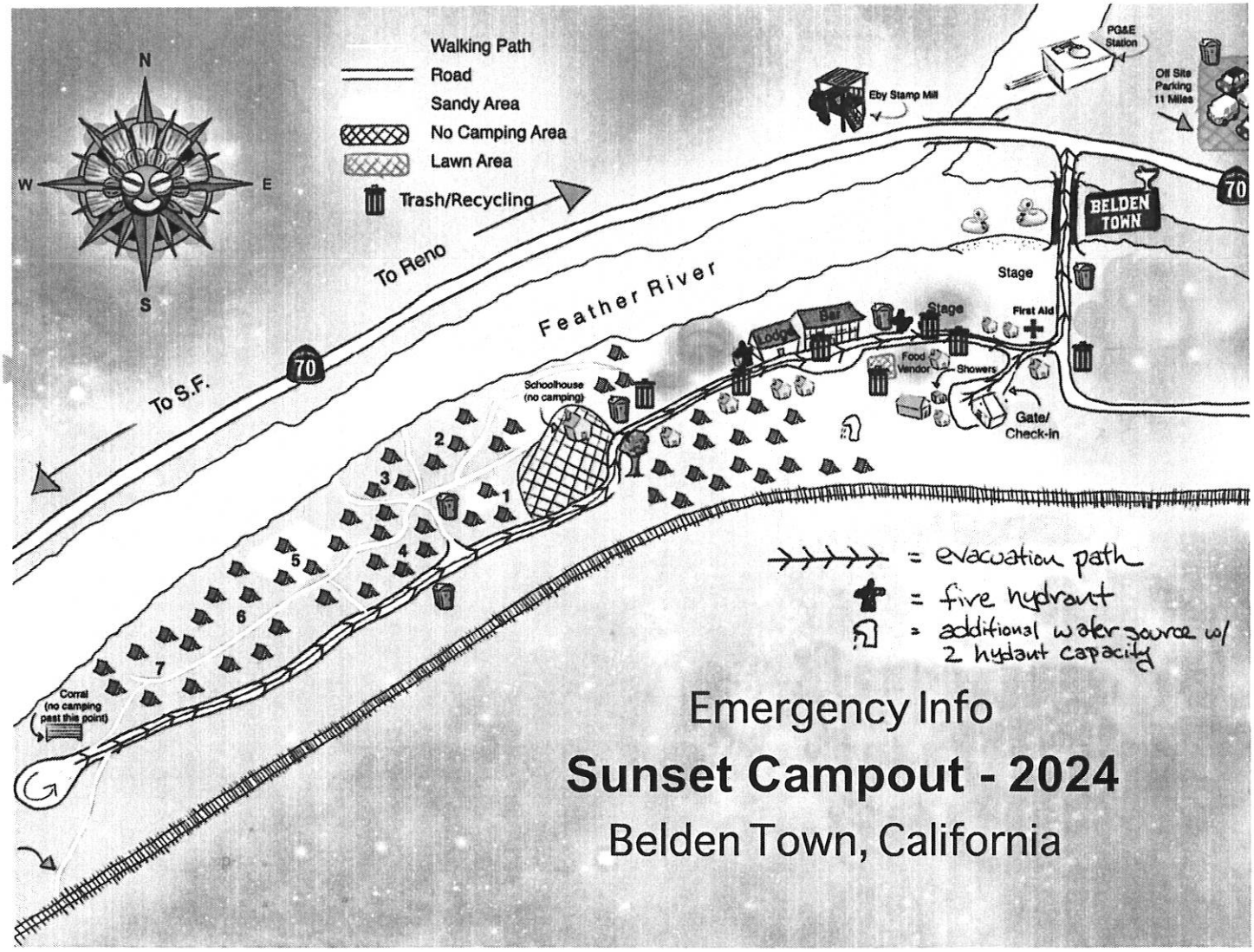
We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

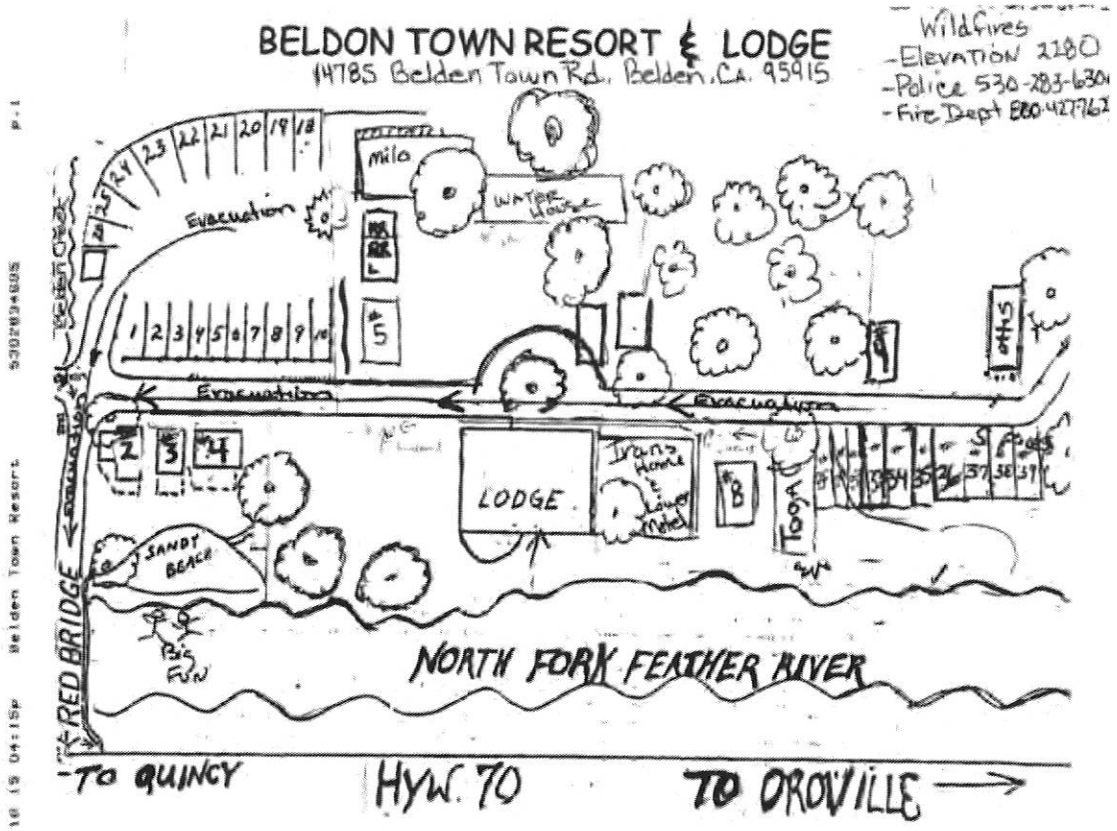
Campfires and camp stoves. Campfires are not allowed during the event and all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations.

Fireworks, generators and portable equipment. The use of fireworks and portable equipment such as welding, cutting or chainsaws is not permitted at Sunset Campout. These restrictions will be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Sunset security and staff will ensure that generators are only operated on land that is not forest-covered, bush-covered, or grass-covered.

Smoking. Programming and planned activities at Sunset are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we have provided lidded ashtrays for smokers to use to safely dispose of cigarette waste.

Parking in dry grass. Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are also watered down before the event to minimize the possibility of sudden combustion/spark ignition.


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
70
Feather River
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
= evacuation path
= fire hydrant
= additional water source w/ 2 hydrant capacity
Emergency Info
Sunset Campout - 2024
Belden Town, California



Feb 18 15 04:15p Belden Town Resort 5302934805 p.1

d) **Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans**

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

1,200 total Attendance

FOOD PROVISIONS:
The Belden Town Restaurant will be open for food service from 7am to 10pm each day. Snacks and beverages can also be obtained at Belden's Store, which is kept fully stocked during the event. The Sunset Campout also employs 3 food/beverage vendors which provide a good portion of the attendee's food needs. At least 30 days prior to the event, Sunset Campout will submit and an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county department requirements. All food vendors are required to obtain a Temporary Food Facility permit from Plumas County Environmental Health at least 30 days prior to the event.

WATER SUPPLY:
We will be relying on the Belden system primarily for our water supply. Belden has two water sources and holds a current permit for these water sources. These water sources include, one easy access water fountain in a central location. Belden also sells bottled water in it's store. We continually communicate to everyone to stay healthy and hydrated, included in pre-event emails, signage on-site, and as part of the check-in process.

SEWAGE DISPOSAL:
We will be using Ben's Toilets located in Gridley for our portable toilets. Ben's toilets will provide 48 portable toilets and 6 wash stations. This equipment will be cleaned once daily on each Friday, Saturday, & Sunday as recommended by Ben's Toilets and Plumas County from past years events. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms on the shower area, as well as bathrooms in each of the cabins and lodge rooms. Two portable toilets will be stationed at the off-site parking area. Ben's Toilets is known to us to have the current permits to operate in Plumas County.

Water Supply and Sanitation Facilities, Food Provisions and Solid Waste Clean-up and Recycling Plans described above, or attached hereto, are approved for the event as described in the application.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Dennis Eck
Plumas County Environmental Health

3/13/24
Signature / Date

e) Medical Facilities & Services **(Sunset Campout - June 19-24, 2024)**

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Sunset Campout will have medical support available on-site 24 hours a day during the event. For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers. We will be using the same medical provider as last year: RGX Medical. They have nearly a decade of experience in event medical support. Our medical staffing and plan includes:

- We will provide at least one California licensed Registered Nurse as well as 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher 24 hours a day. There will be a dedicated First Aid Station clearly marked and accessible to attendees.

- In addition to an AED, medical personnel will also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask), oxygen, BLS airways, epinephrine for IM use (EpiPen), naloxone for IM/IN use, splinting, and immobilization devices.

- These medics will evaluate and treat any injury or illness brought to the attention of the Sunset Campout staff.

- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.

- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.

(continues to p.2)

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer

4/9/24
Signature / Date

e) **Medical Facilities & Services**

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

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- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.

- All Sunset Campout, Belden, High Rock Security, and RGX Medical staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Sunset Campout staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control. Our medical services provider, will complete ICS Forms 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer

Signature / Date

Additional measures related to emergency services and safety include:

-We will have close integration between Event leads, High Rock Security, Medical staff, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and High Rock Security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our event staff will be clearly identifiable and carry radios in the event of emergency. One patrol (a two-person team) is on duty at all times, and at least one other patrol is on call in case of all types of emergencies, including medical. In the evening hours, we run several patrols in case of a critical incident.

- Our experienced operations team will work closely with both medical and security staff to make sure all facilities are well coordinated and in communication with Belden and local agencies.

- Over 10 years, with input from numerous agencies, we have honed an efficient traffic and parking management system that leaves only as many cars on-site as needed to accomplish an evacuation, and that provides clearance for emergency vehicles (see the section entitled Evacuation Plan in this permit application).

- Neither Sunset Campout nor any vendors hired by Sunset Campout sell or distribute alcohol to attendees. (Belden Resort does sell alcohol at their licensed bar, which is typically open from around 10AM until sometime between 10 PM and 1 AM each day.)

- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and will post "Swim At Your Own Risk" signage on the Belden beach.

- While we will not have certified lifeguards on duty, we will schedule dedicated beach lookouts who remain vigilant during periods of high river usage.

- We will clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

- While Sunset Campout staff, Medical, and High Rock Security will be focused on the safety of Sunset Campout event participants, it is our expectation that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticketholder Belden Resort (bar, restaurant, and store) patrons, including local passerby and any hikers from the nearby Pacific Crest Trail.

f) **Parking plan**

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

The Sunset Campout staffs a team devoted to parking, which will coordinate the parking on the property in accordance with Plumas County, Belden, and the US Forestry Service rules and regulations. Sunset Campout sells 50 parking spaces to attendees for parking in Belden Town. There are also 50 are reserved for staff that requires their vehicle onsite such as medical, vendors, operations, and production. The remaining staff vehicles and guest attendee vehicles are parked at the off-site property known as Jack's Place, located 11 miles from Belden Town. The drivers of the vehicles parked at Jack's Place will be shuttled to Belden Town. All vehicles in Belden Town are guided into parking spots by our staff backed in facing out to the road. 15' easement is always left through town and fire lane access through vending area. The easement is measured and monitored by our full-time parking team from US Forestry Lot at the far end of the site through to the Belden Bridge and is marked either by natural barrier and/or traffic cones. We are applying for Highway Easement/Road Encroachment permits through Caltrans which will allow us to post signage along the highway, directing attendees to the off-site parking and Belden entrance.

Jack's Place has a capacity of 700+ vehicles which more than plenty to accommodate all attendees and staff vehicles. Our total vehicles at Jack's Place for our capacity event in 2023 was 638. There are total of 30 RV spaces in Belden Town in addition to the traditional parking spaces that are distributed amongst, staff, vendors, artists, and attendees depending on the needs of the festival. Areas used for parking that are of a combustible surface, such as areas with grass or other vegetation, will be mowed prior to the event and, if possible, watered down

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Plumas County Planning Department

3/15/24
Signature / Date

g) Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On-Site Traffic Control

Before Event Begins:
- Belden will put up 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- We use spray chalk to prep RV sites and traffic information on the ground.
- Post 'no parking' and 'fire lane' signs on the back road along all Forestry Service camping area
- Create markings for 15' fire lane easement going down the entire road

As Attendees Arrive:
- During the entire event we set up check-in in the upper RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with the their noses pointing out back toward the bridge, ready to drive back out of the lot.
- They are then to check-in and unload their vehicles. Attendees are not allowed to drive vehicles into Belden unless they have a parking pass.
- The driver only will take vehicle to the off-site parking to park vehicle and ride shuttle back to Belden
- Traffic attendants are making sure that all vehicles flow freely and do not back up onto bridge or highway.
- Check-in attendants ensure a safe and efficient unloading process.

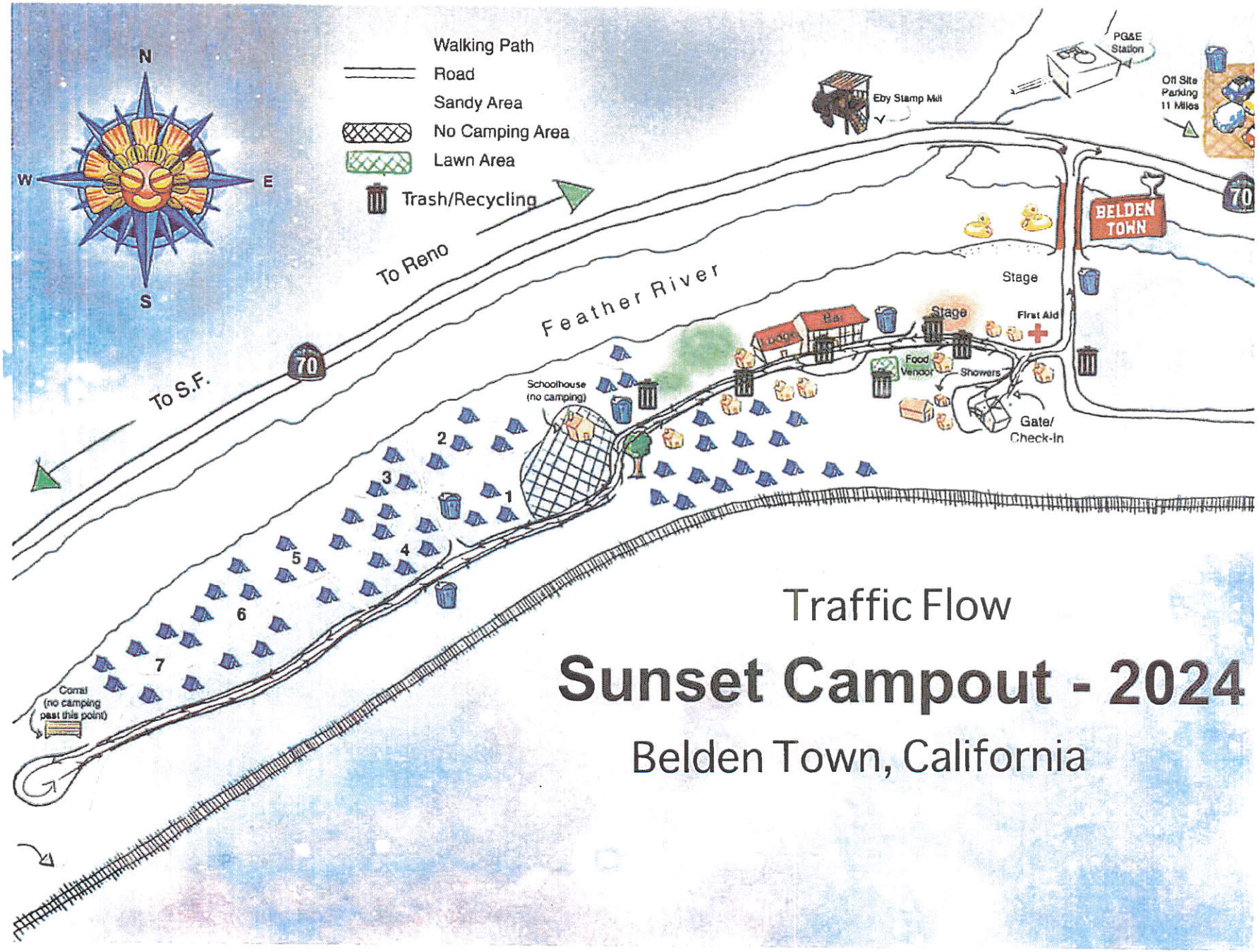
As Attendees Leave:
- Vehicles are staggered methodically as the entire back to Belden for load out. The schedule of the shuttles dictates how many vehicles will enter at a time and can be managed for smooth traffic flow.
- Check-out attendants ensure a safe and efficient loading process.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

Mark Crews
Plumas County Department of Public Works

Mark 3-12-24
Signature / Date


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
Feather River
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Stage
First Aid
Lodge
Bar
Food Vendor
Showers
Gate/ Check-In
Schoolhouse (no camping)
1
2
3
4
5
6
7
Canal (no camping past this point)
Traffic Flow
Sunset Campout - 2024
Belden Town, California

i) **Transient Occupancy Taxes**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Please see attached TOT Registration Form to represent the form to be used for submisison.

Sunset Sound System (Sunset Campout)
Owner Braden Abbott
is Registered for TOT. Cert# 2215.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Jennifer Hall — 2/07/24

Plumas County Tax Collector — Signature / Date

COUNTY TREASURER & TAX COLLECTOR

P.O. BOX 176, QUINCY, CALIFORNIA 95971 (530)283-6260

REGISTRATION FORM

For Office Use Only:
Issue Date:_____
Eff. Date:_____
Location: _____
Type: _____

UNIFORM TRANSIENT OCCUPANCY TAX
ORDINANCE NO. 544
COUNTY OF PLUMAS, STATE OF CALIFORNIA

DATE 2215
CERT.# _____
(To be assigned by Tax Collector)

TO: PLUMAS COUNTY TAX COLLECTOR
P.O. BOX 176
QUINCY, CA. 95971

1. **OWNER OF BUSINESS** Galen Abbott

   OWNER'S MAILING ADDRESS 567 Pennsylvania Ave. San Francisco, CA 94107

   OWNER'S TELEPHONE NUMBER 415 577 9099

2. **NAME OF BUSINESS ESTABLISHMENT** Sunset Sound System (Sunset Campout)

   MAILING ADDRESS OF BUSINESS ESTABLISHMENT 202 Bocana St. San Francisco, CA

   TELEPHONE NUMBER OF BUSINESS ESTABLISHMENT 415 642 6363

3. **NAME OF OPERATOR** _____
   (If different from owner-Caution: Please read Ordinance No. 544, Plumas County Code for clarification of Operator's of Operator's responsibilities).

   OPERATOR'S TITLE Co-Owner

   RESIDENCE ADDRESS OF OPERATOR 567 Pennsylvania Ave. San Francisco, CA 94107

   RESIDENCE TELEPHONE OF OPERATOR 415 642 6363

4. **NAME OF RENTAL MANAGER** _____
   (If different from operator)

5. **WHO WILL BE RESPONSIBLE FOR FILING TRANSIENT OCCUPANCY TAX RETURN?**

   Galen Abbott

SEE REVERSE SIDE-ALL INFORMATION REQUESTED ON BOTH SIDES OF THIS FORM MUST BE PROVIDED.

6. PARCEL NUMBER, STREET ADDRESS OR LOCATION OF BUSINESS

202 Bocana St. San Francisco, CA 94110

7. FIRST DATE YOU RENTED THIS UNIT ON A 30 DAY OR LESS BASIS

June 17, 2023

8. TYPE OF ORGANIZATION: INDIVIDUAL ☐ PARTNERSHIP ☐ CORP. ☑

9. NAMES OF PARTNERS OR CORPORATION OFFICERS:

Solar Langevin	**Co-Owner**	**202 Bocana St, San Francisco, CA 94117**
(name)	(title)	(address)
(name)	(title)	(address)
(name)	(title)	(address)

10. NUMBER OF OCCUPANCY UNITS:

415	@	$ 12.50		@	$		@	$
	@	$		@	$		@	$
	@	$		@	$		@	$

11. IF YOU OWNED OR OPERATED THIS RENTAL FOR TWO OR MORE YEARS, PLEASE COMPLETE THE FOLLOWING TO THE BEST OF YOUR ABILITY.

PERCENTAGE OF OCCUPANCY (FROM EXPERIENCE) _____

PERCENTAGE OF OCCUPANCY 30 DAYS OR LESS _____

PERCENTAGE OF OCCUPANCY 31 DAYS OR MORE _____

TOTAL PERCENTAGE OF OCCUPANCY _____

DATED: February 23, 2024

SIGNATURE: _____

TITLE: **Co-Producer**

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA; discussion and possible action.**

Recommendation:
Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA

Background and Discussion:
Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA

Action:

Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA

Fiscal Impact:

No General Fund Impact

Attachments:
1. priceless

PLUMAS COUNTY FAIR USE ONLY
Completeness Verified by _____
Date Received _____
Receipt No. _____ $ _____

OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager
   204 Fairgrounds Road
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Fair

A. Applicant (s)

Applicants Name False Profit Inc: Sasha Yee, Bonnie Barrilleaux

Residence Address 584 Castro St #2293, San Francisco, CA 94114-2512

Mailing Address 584 Castro St #2293, San Francisco, CA 94114-2512

Telephone Number (415) 993-2678

Business Address and Telephone Number (If different from above) _____

*Applicant must be the promotor of the event

B. Owner (s)

(Attach additional sheets if necessary)

Name Jody and Jamie Coffman

Mailing Address Belden Town Resort and Lodge 14785 Belden Town Rd, Belden, CA 95915

Telephone (530) 283 9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 14785 Belden Town Road, Belden, CA 95915 and 'Jack'

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: July 3, 2024

Dates of Actual Event: July 4 2024 - July 7, 2024

Dates of Post Even Activities: July 8, 2024

Hours of Event Activities for each day of Event: 24/7

E. Number of Attendees and Staff

Number of Spectators/Participants and Staff for each day of Event:

We expect a total of 900-1000 individuals, including all staff, artist, vendors, and ticket holders.

F. Maps and Diagrams

Provide maps or diagrams showing the following:

(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

G. Program and Plans

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

I. Signature(s) of Applicant(s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

DocuSigned by:
Sasha Yee
D7AFDE825F654CC...

CFO

Signature

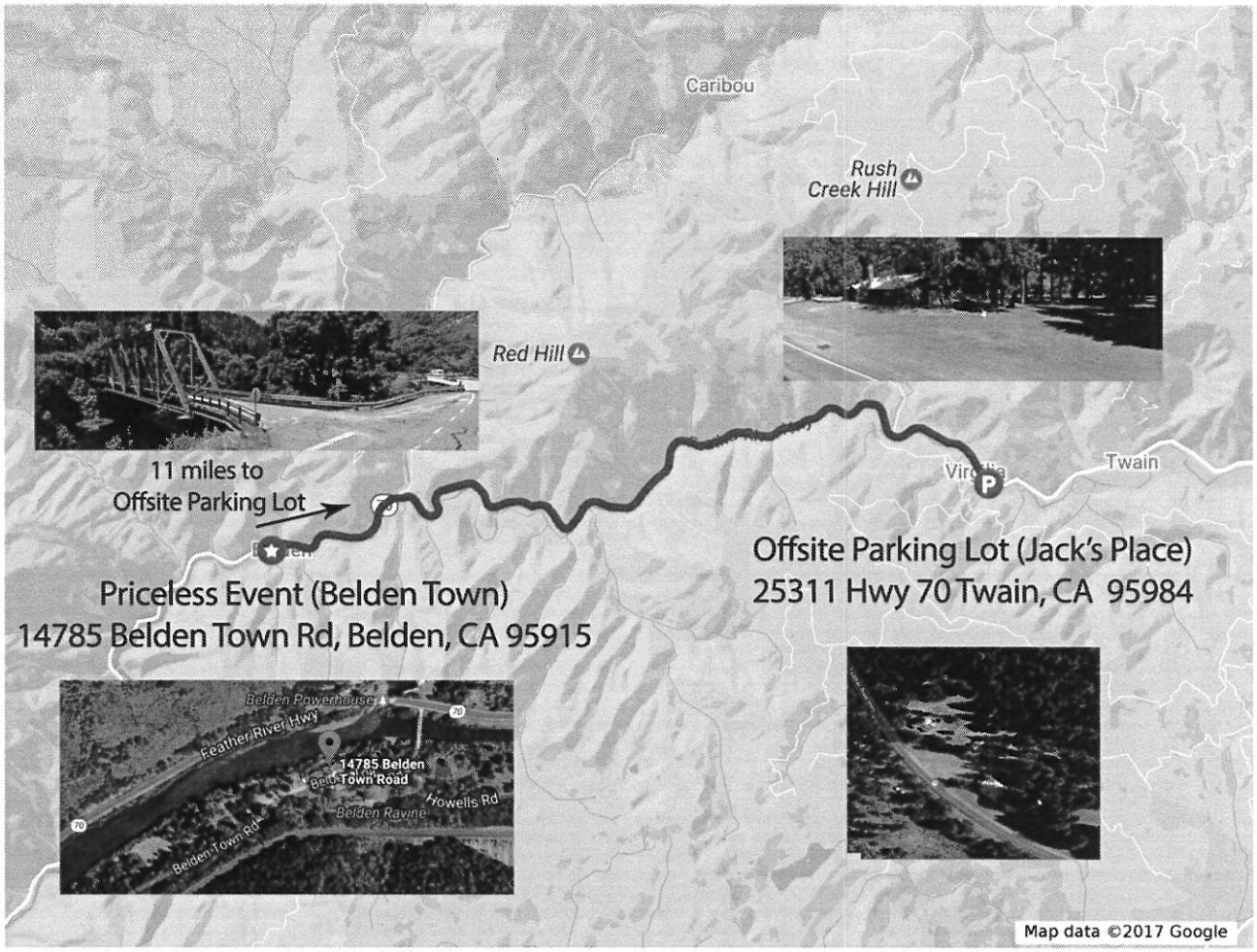
4/4/2024

Date

Signature

Date

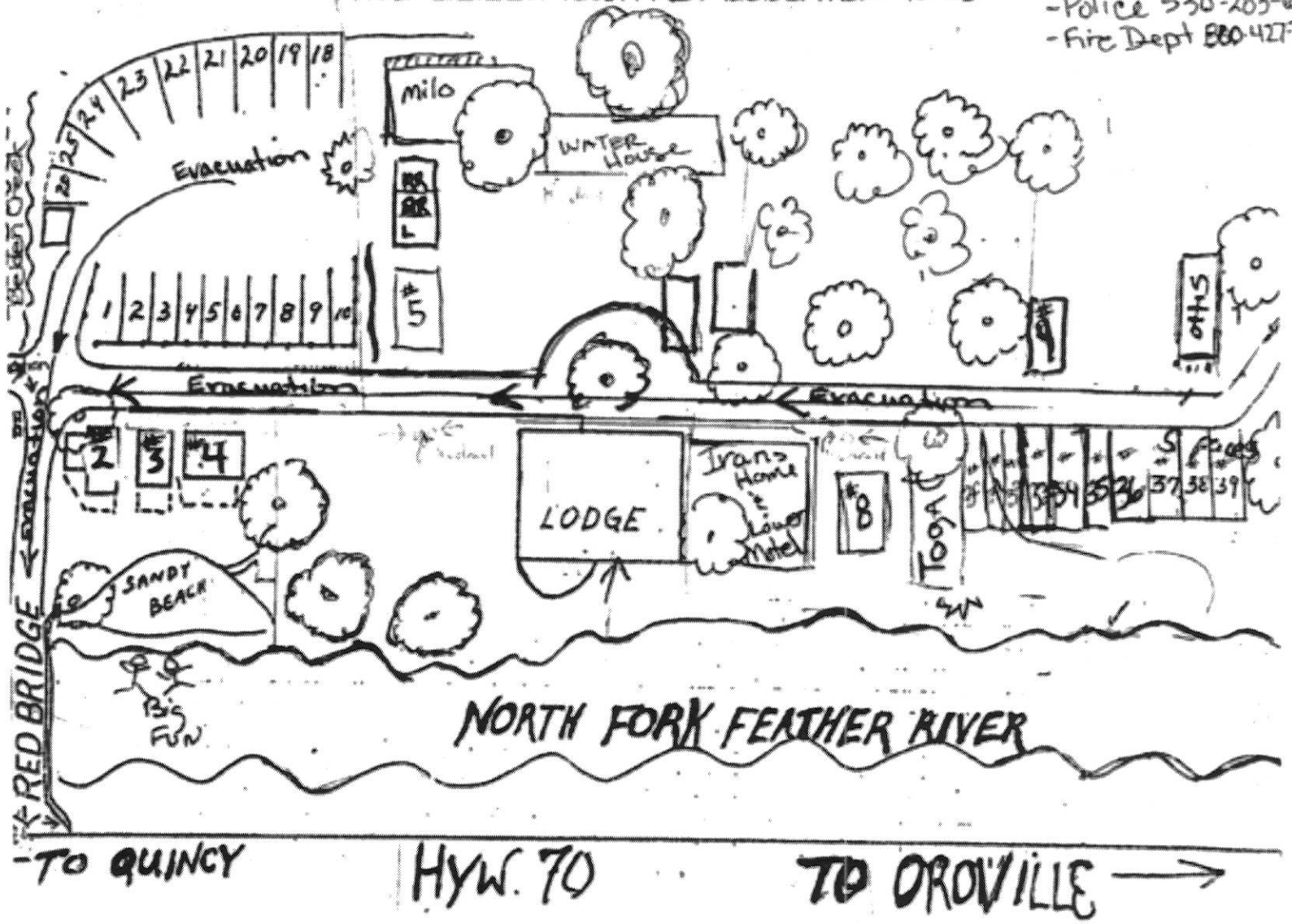
Map (a) - Venue and Offsite Parking



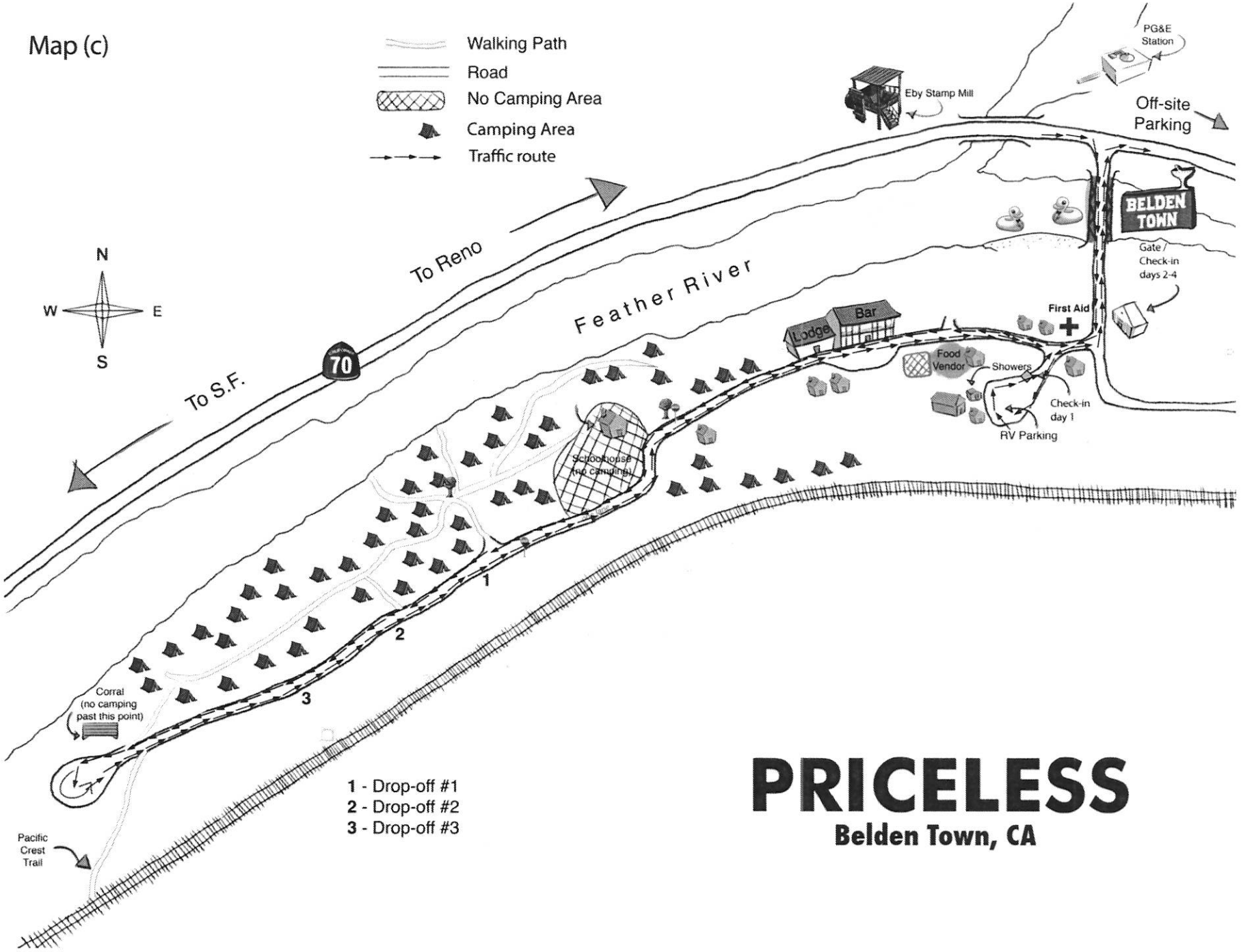
Map (b) BELDON TOWN RESORT & LODGE

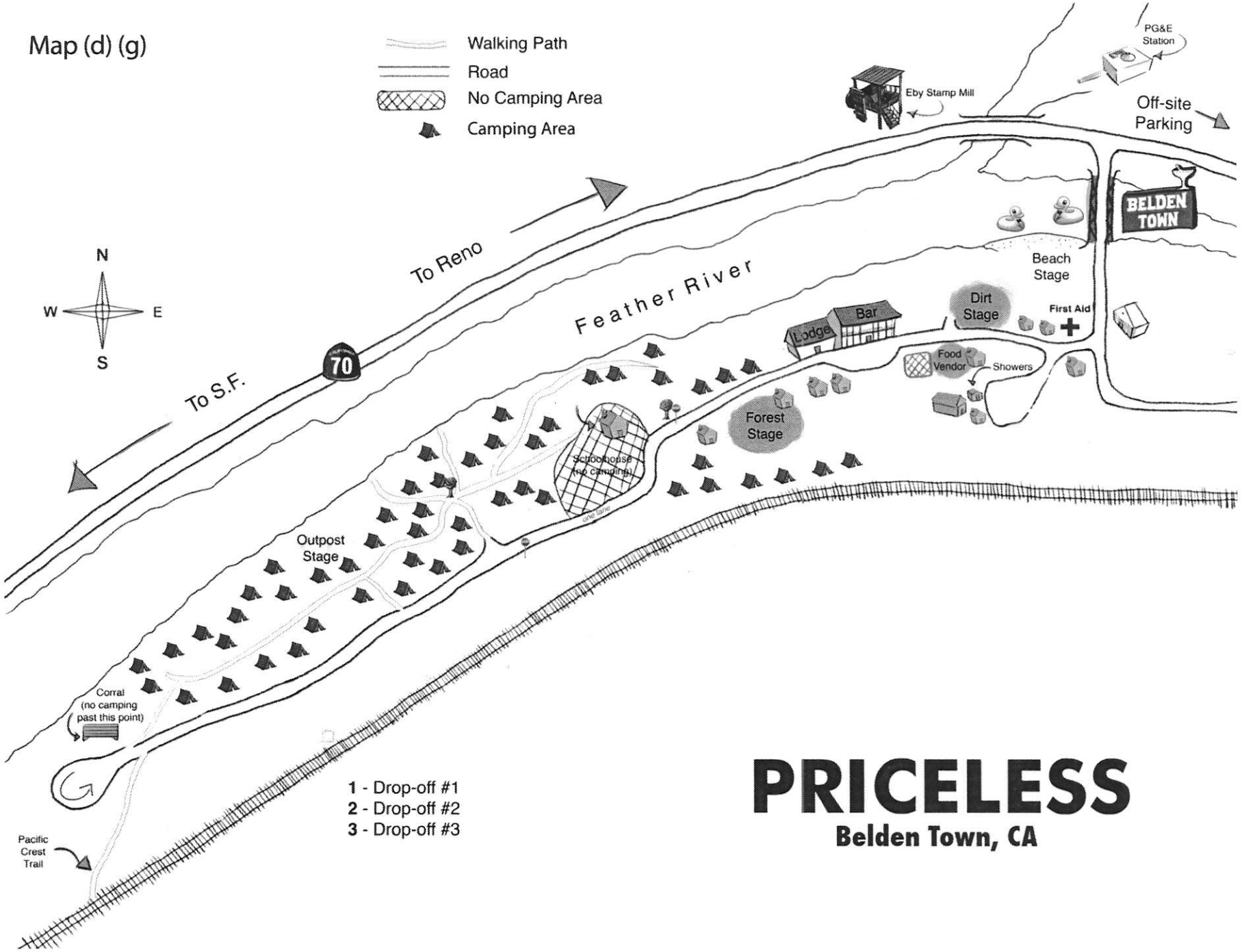
14785 Belden Town Rd. Belden, CA. 95915

Wildfires
-Elevation 2280
-Police 530-283-630
-Fire Dept 880-427-762



Feb 16 15 04:15p Belden Town Resort 5302834695 p.1


Map (c)
Walking Path
Road
No Camping Area
Camping Area
Traffic route
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
Gate / Check-in days 2-4
N
W
E
S
To Reno
To S.F.
70
Feather River
Lodge
Bar
First Aid
Food Vendor
Showers
Check-in day 1
RV Parking
Schoolhouse (No camping)
1
2
3
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA


Map (d) (g)
Walking Path
Road
No Camping Area
Camping Area
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
Beach Stage
Dirt Stage
First Aid
Lodge
Bar
Food Vendor
Showers
Forest Stage
Schoolhouse Area camping
Outpost Stage
To Reno
Feather River
To S.F.
70
N
W
E
S
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA

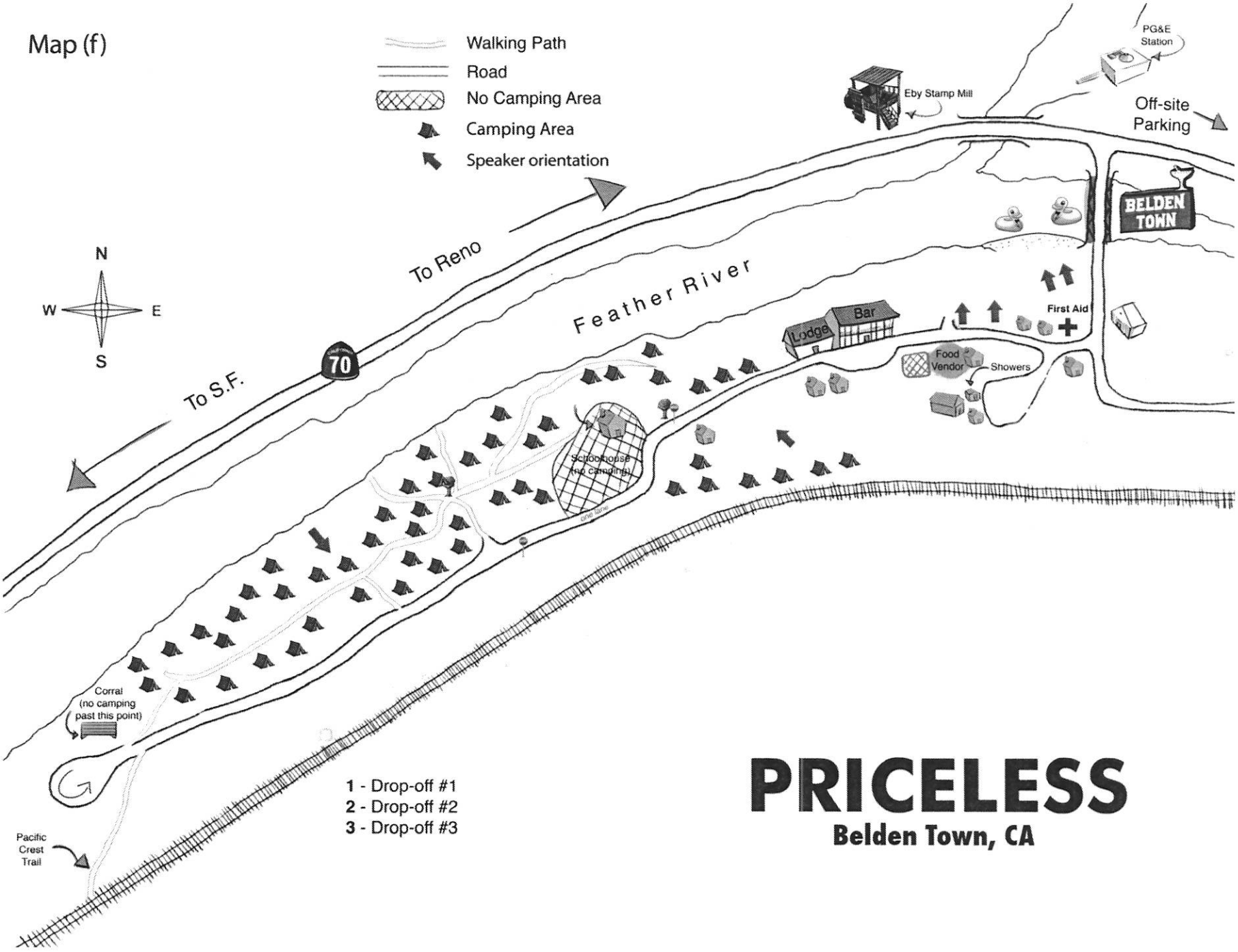
Map (f)

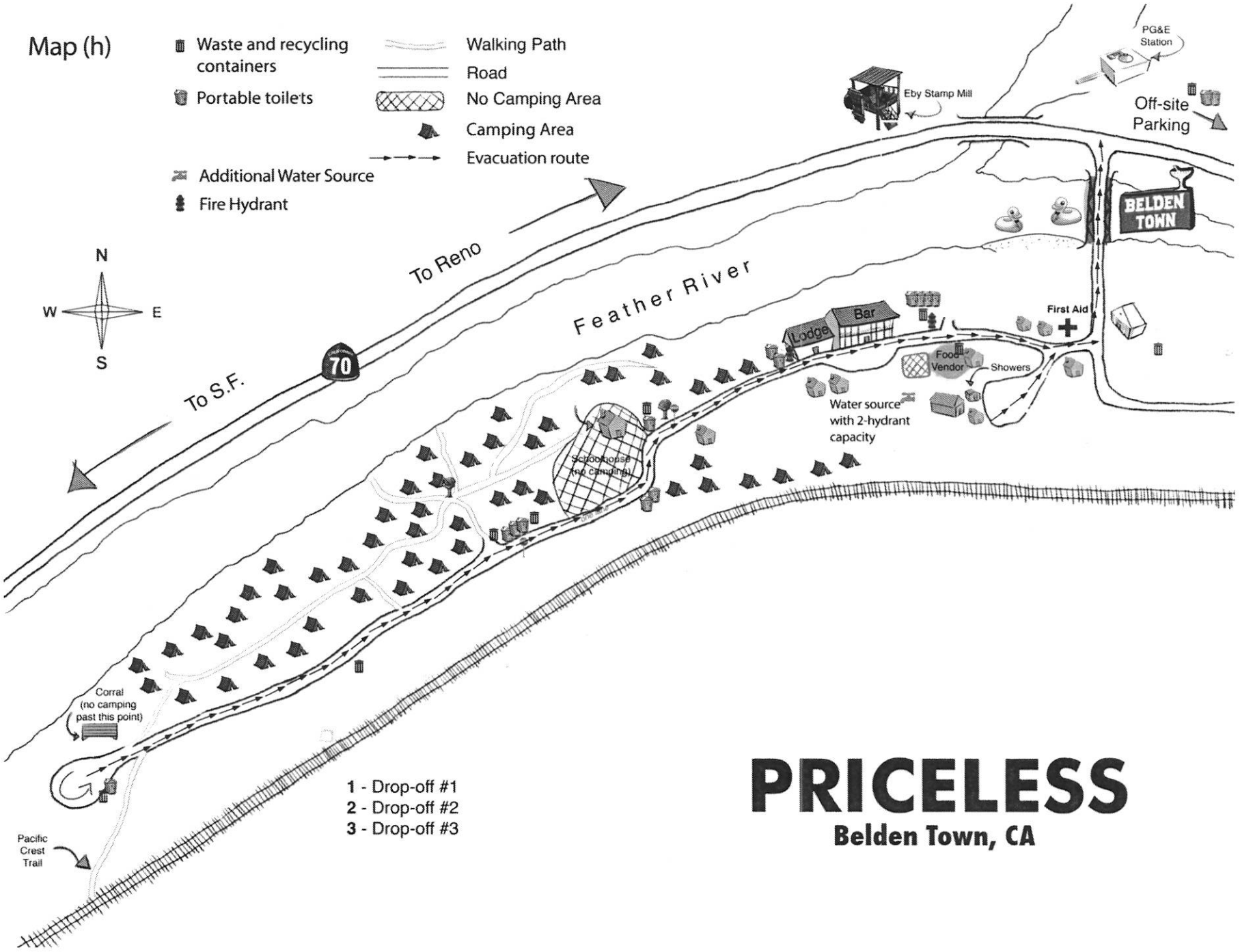


1. See attached page
2. Yellow Edison bulbs in modular lanterns for ambient lighting - 40 watts & lower; LED Christmas lights
3. Solar & battery powered LED lights for ambient / low-level light
4. None (used only during daytime)

PRICELESS

Belden Town, CA


Map (f)
Walking Path
Road
No Camping Area
Camping Area
Speaker orientation
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
N
W
E
S
To Reno
To S.F.
70
Feather River
Lodge
Bar
First Aid
Food Vendor
Showers
Schoolhouse (no camping)
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA


Map (h)
Waste and recycling containers
Portable toilets
Additional Water Source
Fire Hydrant
Walking Path
Road
No Camping Area
Camping Area
Evacuation route
N
W
E
S
To Reno
To S.F.
70
Feather River
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
Lodge
Bar
First Aid
Food Vendor
Showers
Water source with 2-hydrant capacity
Schoolhouse (No camping)
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA

Steffanic, John

From: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Sent: Thursday, April 18, 2024 8:43 PM
To: Steffanic, John
Cc: Hillskotter, Mark@CALFIRE; Houser, Ivan@CALFIRE
Subject: FW: 2024 Belden Festivals
Attachments: FTFOI Outdoor Festival Ordinance Application 2024.pdf; SunsetCampoutPreliminaryApp_2024.pdf; 2024 Priceless Festival Permit - main application.pdf

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

Hello Sir,
Could you please add me to your distribution list for inquiries like these. I am the point of contact for Plumas County for anything related to pre-fire planning and defensible space in the SRA.

I would like to make one recommendation for this event. This event will be held at a venue in the SRA and is subject to comply with PRC-4291 Defensible Space requirements. I would recommend that the venue facility property have a current and compliant Defensible Space Inspection within 30 days of the festival. The property owner can contact me to fill this request for the inspection. I recommend that the request comes in well before the festival so the property owner will have adequate time to remedy any possible violations of PRC-4291.

Thank you,

Alan Thornhill
Fire Captain – Peace Officer
Prevention Bureau, Pre-Fire Planning, DSI Coordinator
697-345 State Highway 36, Susanville, CA. 96130
(530) 251-4413 Office

For wildfire preparedness and prevention tips
Visit: ***Burn Permits*** - ***Damage Inspection*** - ***Defensible Space*** - ***Home Hardening***

From: Houser, Ivan@CALFIRE <Ivan.Houser@fire.ca.gov>
Sent: Monday, April 8, 2024 1:43 PM
To: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Cc: Hillskotter, Mark@CALFIRE <Mark.Hillskotter@fire.ca.gov>
Subject: FW: 2024 Belden Festivals

Do you have any interest or need to comment? My involvement in the past was that there is no change or conversion of timberland so no comment.

Plenty of opportunity for Field Training here though and don't get in the river down-stream nor eat fish.

Ivan Houser

Steffanic, John

From: Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Sent: Wednesday, April 10, 2024 9:44 AM
To: Steffanic, John
Cc: Titus, Erin@DOT
Subject: Re: 2024 Belden Festivals

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

Hi John,

These events will all need Caltrans Encroachment Permits for event signage. No parking is allowed on the State Right-of-Way. On-site CHP enforcement during the event, paid by the permittee, will likely be required, as it was during past events. There may be significant delays during these dates due to road construction.

Feel free to contact me with any questions. I will be out of the office April 12- May 6, 2024.

Kind regards,

John Yolton, P.E.
Permit Inspector
Plumas, Tehama & So. Lassen
D2 Encroachment Permits
(530) 215-8549

> On Apr 8, 2024, at 1:38 PM, Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:
> EXTERNAL EMAIL. Links/attachments may not be safe.
> We have three festivals that have applied for this summer. We send these applications out to agencies outside of Plumas County to give you an opportunity to review them and see if there is something in your world that these promotors need to address in their events. If there is something you want to comment on, please let me know by April 26. Thanks for your time!
>
> John Steffanic
> 204 Fairground Rd., Quincy, CA 95971
> 530-283-6272
>
> [cid:image001.jpg@01DA89B9.97AB4530]
> www.plumas-sierracountyfair.net<https://urldefense.com/v3/__http://www
> .plumas-sierracountyfair.net__;!!LWi6xHDyrA!-xbpK1XKhTp4avCcdOeGYdpRTc
> O8F9puK09_rmaOGjEYdUdtLYgZwAZ8XCyNvuLRLIPNP4F52gOih3K7cCYPseW90_FFMh7l
> wgTn$>
>
>
> <FTFOI Outdoor Festival Ordinance Application 2024.pdf>
> <SunsetCampoutPreliminaryApp_2024.pdf>
> <2024 Priceless Festival Permit - main application.pdf>

Steffanic, John

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Tuesday, April 9, 2024 10:57 AM
To: Steffanic, John
Subject: Re: 2024 Belden Festivals

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

The only thing that I see is will Highway 70 be open to west bound traffic. Will they still have the festival if there is only 1way in and out. As in if a fire starts in the canyon. Just my thoughts. Thanks and have a nice day

On Mon, Apr 8, 2024 at 2:31 PM Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:

Thanks Frank!

John Steffanic

204 Fairground Rd., Quincy, CA 95971

530-283-6272

PLUMAS-SIERRA The Last Best Little COUNTY FAIR QUINCY, CALIFORNIA

PLUMAS HOMEGROWN AMERICANA FESTIVAL

www.plumas-sierracountyfair.net

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Monday, April 8, 2024 2:31 PM
To: Julie Hunter <julieh@myairdistrict.com>
Cc: Steffanic, John <JohnSteffanic@countyofplumas.com>; Melissa Klundby <melissak@myairdistrict.com>; Erin Titus (Erin.Titus@dot.ca.gov) <Erin.Titus@dot.ca.gov>; Ivan.Houser@fire.ca.gov; Jerred.Ferguson@Waterboards.ca.gov; Kyle.Stoner@wildlife.ca.gov; leslie.edlund@usda.gov; spreston@chp.ca.gov; Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Subject: Re: 2024 Belden Festivals

a) **Commercial Liability Insurance** Festival Name and Date: Priceless, July 4-7, 2024

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 309
Quincy, CA 95971
(530) 283-6041

Please see attached our Certificates of Liability showing our general commercial liability insurance coverage for Priceless.

False Profit maintains general liability insurance throughout the year, and will renew this policy and provide up-to-date certificates as soon as available.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINGS
Plumas County Risk Manager

4/16/24
Signature / Date

b) Police Protection and Security Festival Name and Date: Priceless, July 4-7, 2024

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Please see attached page for complete description of our Police Protection and Security Plan

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Plumas County Sheriff

Signature / Date 4/8/2024

b) Police Protection and Security

Priceless will have 24-hour security coverage, provided by Belden's security team and High Rock Security, an experienced security firm, PPO #17462. All security personnel will be well marked, and will have radios for quick response to any incidents during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Card Licenses from the California Bureau of Security and Investigative Services). At least one patrol (a two-person team) will be on duty at all times, and at least one other patrol will be on call in case of emergencies. In the evening hours, we will run several patrols and continue to have another patrol on call in case something critical occurs.

We will not serve or sell any alcohol at Priceless. Belden's bar is open throughout the weekend, but we do not advertise its presence nor actively encourage it as a source of alcohol. In our first year of operation we learned that encouraging daytime drinking - in particular - leads to less participation by attendees during evening programming, so we've since had a policy of not supporting alcohol distribution. While some of our attendees bring alcohol to the event, they are not, as a rule, heavy drinkers, and we have had very few incidents of alcohol-related medical calls during our tenure.

We also have very few, if any, attendees between the ages of 12 and 21, so we have not in the past been aware of any occurrence of underage drinking. The only alcohol distributed during our event is done by the qualified bartenders at Belden Lodge.

We do not condone illegal drug use at Priceless, and all of our staff will be vigilant and look for signs of illegal substance dealing, drug paraphernalia sales, issues arising out of illegal substance use, or underage drinking. If any such issues arise, staff will notify security and/or medical staff, as appropriate, who will remove those involved in the sale, distribution and/or use of illicit drugs from the festival.

Priceless staffs a team devoted to parking, which will coordinate the parking on property in accordance with Plumas County, Belden, and U.S. Forest Service rules and regulations. Priceless will have space for approximately 75-100 cars in Belden Town. The rest of the vehicles are parked at the off-site property 11 miles away known as Jack's Place, and attendees will be shuttled over from that remote lot. We are applying for Highway Easement / Road Encroachment permits through Plumas County which will allow us to post signage along the Highway, directing attendees to the off-site lot dedicated to attendee parking.

c) **Emergency Preparedness Plans** Festival Name and Date: Priceless, July 4-7, 2024

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Please see attached pages for details regarding our plans for Fire Protection, Evacuation, and Wildfire Protection.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Director, Plumas County OES

4/8/2024
Signature / Date

c) Emergency Preparedness Plans

Incidents requiring emergency response will be facilitated by the Priceless Safety Team staff. All Safety Team members will be easily identifiable, and at least one will be available 24 hours a day via radio. Any incidents that require escalation and the support of local/county emergency services will be facilitated through the Priceless Safety Team.

The Priceless Safety Team is comprised of the following entities, with the following capabilities:

1. Priceless Event Lead
    a. The highest-ranked individual person onsite representing False Profit, Inc. They are responsible for coordinating with all Safety and Entertainment departments to ensure the smooth flow of the event.
    b. Event Leads will be active for the full duration of the event, including setup and strike. Their shifts are 6 hours long.
    c. They can be reached on Radio using the callsign 'Event Lead.'
2. Mutual Aid Response, Inc.
    a. Priceless contracts with Mutual Aid Response Services, Inc. (MARS) to provide on-site basic life support and first aid services. In the event an injury or illness requires that a participant be transported off-site to a hospital, they will coordinate with Priceless staff and emergency services to facilitate safe and expedient evacuation from the site. We will be working closely with MARS to build an operating plan to accommodate the public health status at the time of the event.
    b. MARS coverage begins during event setup and continues until completion of strike. A 6 person medical staff will work 6-hour shifts, providing 24-hour coverage. The first aid station will be located at the main entrance, and medical personnel will sleep onsite. A list of supplies and resources is available on request. Medical personnel can be reached on Radio using the callsign 'Medic.'
3. High Rock Security
    a. Priceless contracts with High Rock Security to provide public safety services during the event. This includes but is not limited to conflict mediation, wristband checking, interfacing with non-Priceless visitors, and coordinating with appropriate entities and agencies to ensure public safety.
    b. High Rock coverage begins before the public opening of the event and continues until after the end. They will have 6 personnel working 8-hour shifts.
    c. High Rock staff can be reached on Radio, using the callsign 'High Rock.'
4. Belden Town Security
    a. Belden Town has its own security personnel to support Priceless Staff to provide public safety services during the event, particularly in cases that involve non ticket holding attendees, non-Priceless visitors to Belden Town, and in cases

where Priceless staff rely on Belden infrastructure and policy. For example, an Emergency Evacuation.

b. Coverage begins before the public opening of the event and continues until after the end.
c. Belden staff can be reached on Radio, through the Event Lead on shift as needed.

5. Door Operations (support role)
    a. Due to Belden Town's unique access/egress characteristic, Priceless' Door Operations will be involved in the event of an emergency. They will coordinate with the appropriate Priceless, Belden Town, and other authorities to ensure traffic flow into and out of Belden is conducted in a safe manner.
    b. Door Operations begin before the public opening of the event and continue until the official end. There will always be at least 2 people staffing the Door.
    c. Door staff can be reached on Radio, using the callsign 'Door.'
6. Shuttle Operations (support role)
    a. Because most of the participants' vehicles will be off-site (see Parking Plan), the shuttles will assist in evacuations in the event that evacuations take place while the Shuttle is in service.
    b. Due to the distances between Belden Town and the Parking Lots, drivers will be out of radio contact for most of their route but will be accessible via cell phone.

Evacuation Plan

To prepare for emergency evacuations, roadways in Belden are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per Federal and County regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff are in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

The Priceless evacuation plan is indicated on the attached maps. Attendees will be notified of the evacuation plan by email prior to the event and via printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments.

No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Priceless Event Leads, Parking, and Door staff will oversee vehicle traffic.

If evacuation becomes necessary, a 3 pulse temporal pattern in 4 second cycles will sound, and the security team will move through the campground area with megaphones, informing participants of the call for evacuation, direct them to collect Identification and any life sustaining prescription medications, and to immediately do the following, as applies to them:

1. "On site Vehicles": Attendees who have vehicles parked in Belden will be directed to get in their vehicles and proceed to the Belden RV parking lot.

2. "Off site Vehicles": Participants with vehicles in the off-site lots will be instructed to get their keys, report to the RV parking lot and prepare to assist in evacuating other participants off-site.

3. "Carpoolers": Participants who do not have vehicles onsite or in the off site lots will be instructed to assemble at the front of the lodge and will then be directed by Priceless event staff to proceed in groups of 4 to the RV lot as evacuation vehicles return to Belden where they will be picked up.

Once in the RV parking lot, "Onsite Cars" will fill their remaining seats* with drivers** of off-site vehicles and drive them to the offsite parking lot so that they in turn can retrieve their vehicles and assist in the evacuation. This process will iterate as required, using our shuttle if the Emergency takes place while the shuttle is on site.

* To ensure safety, only seats with appropriate seatbelts will be filled.

** Only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.

All vehicles returning to Belden from the offsite parking lot will load passengers in the Belden RV lot and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County.

Note: Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.

Priceless event leads and security will conduct additional ongoing sweeps through all campground areas to verify evacuation - there will be a minimum of 4 coordinated comprehensive sweeps to confirm that attendees are evacuating. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, a 'last call' alarm signal in a 3 pulse pattern will sound and security and event leads will evacuate.

Fire Protection and Wildfire Protection Plan

COMMUNITY AWARENESS

We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. Burn bans and fire conditions at the time of the event are also communicated to all attendees before the event begins. We additionally post fire prevention signs in campsites.

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Priceless staff. Belden Town staff will notify the Fire department, and associated First Responders necessary of a fire by phone.

WATER SOURCES

In addition, in the event of fire, Belden has two dedicated fire hydrants, as well as one additional water source with hose-hook-up capability for use in fire-fighting that we have been informed is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and residential hose hook-ups throughout Belden.

WATER HOSES

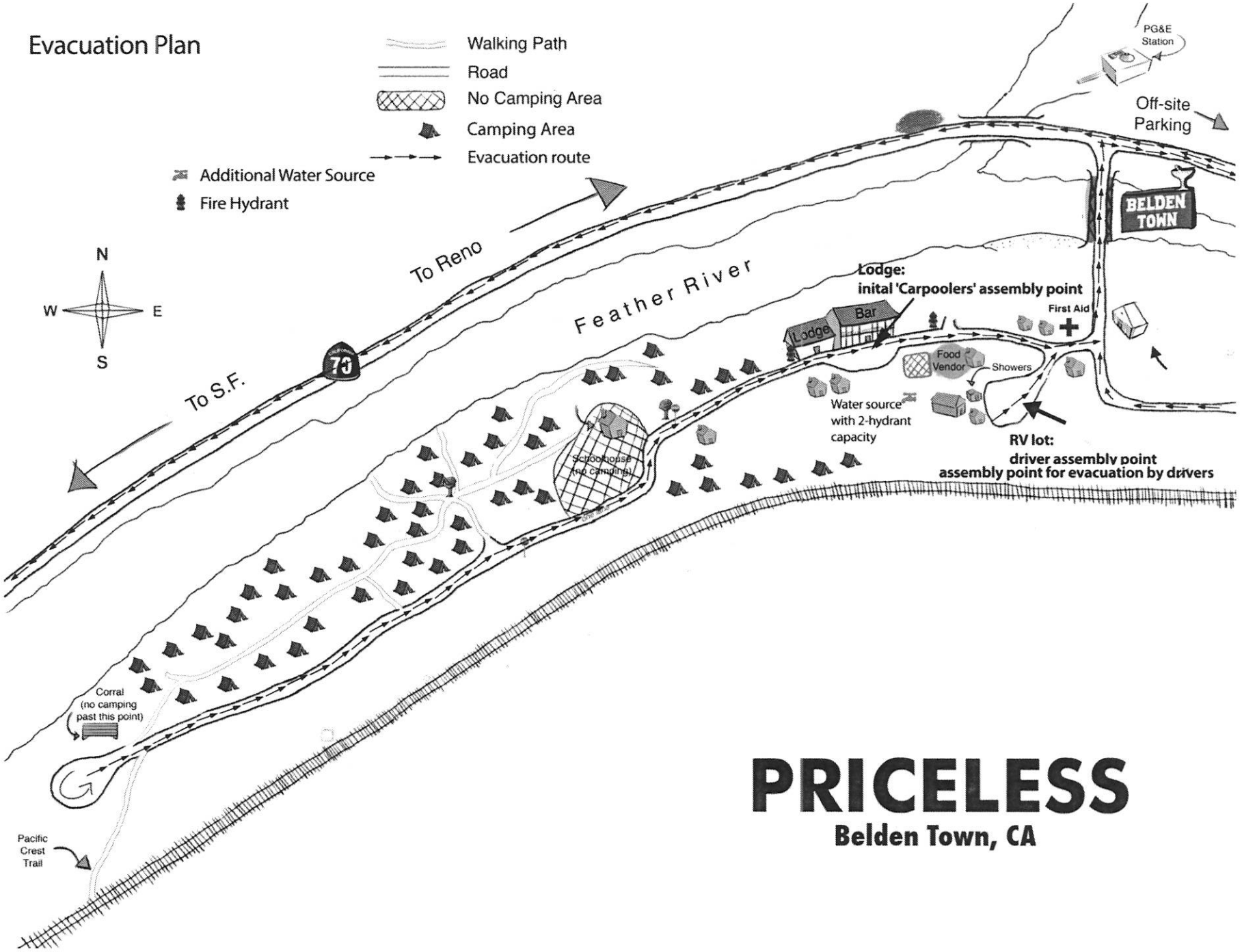
Belden possesses the following hoses and appropriate reducers for said hoses:
10 x 1.5 inch (100 feet each)
8 x 1 inch (100 feet each)
3 x 2 inch (50 feet each)
2 x 3.5 inch (100 feet each)

Campfires and camp stoves. Communal Barbeque grills are provided for the use of attendees. They are not moved to any personal campsites or campgrounds and remain in one location during the entirety of the event. These BBQ/propane grills will be on Belden property on a graveled surface with a hose within the immediate area for use in an emergency. Our security team and staff are aware of and will actively enforce these restrictions. We will once again both: (a) direct people pre-event to a location online where they can find permits for camp stoves; and (b) have these permits available at our main entry station for attendees to obtain and fill out.

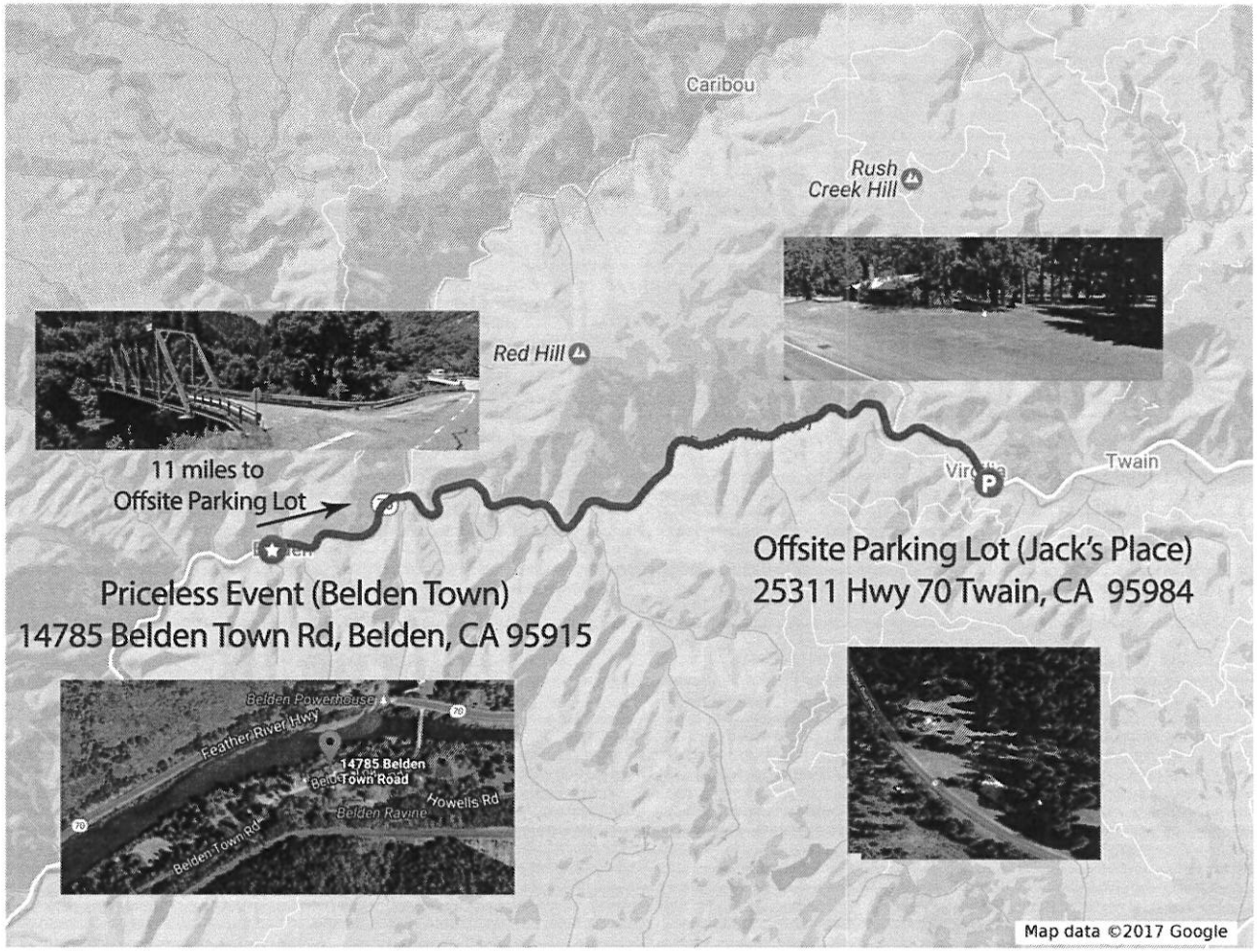
Fireworks, generators, and portable equipment. The use of fireworks and portable equipment such as welding, cutting, or chainsaws is not permitted at Priceless. These restrictions will also be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Priceless security and staff will ensure compliance with Cal. PRC § 4442, for example by ensuring that generators are only operated on land that is not forest-covered, brush-covered, or grass-covered.

Smoking. Programming and planned activities at Priceless are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we enforced a policy of safe cigarette waste disposal for all smokers.

Parking in dry grass. Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are trimmed and watered down before the event to minimize the possibility of sudden combustion/spark ignition.


Evacuation Plan
Walking Path
Road
No Camping Area
Camping Area
Evacuation route
Additional Water Source
Fire Hydrant
N
W
E
S
To Reno
To S.F.
Feather River
79
PG&E Station
Off-site Parking
BELDEN TOWN
Lodge:
inital 'Carpoolers' assembly point
Lodge
Bar
First Aid
Food Vendor
Showers
Water source with 2-hydrant capacity
RV lot:
driver assembly point
assembly point for evacuation by drivers
Schoolhouse (No camping)
Corral (no camping past this point)
Pacific Crest Trail
PRICELESS
Belden Town, CA

Map (a) - Venue and Offsite Parking



d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: Priceless, July 4-7, 2024

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

Please see attached page for complete description of plans for Food Provisions, Sanitation Facilities, Water Supply, and Solid Waste clean up.

* One wash station shall be provided per bank of toilets. Per attached map, minimum of 6 should be provided.
* Recycling to be completed within 48 hours of the end of the event.
* Appropriate grey water containers (leak-proof grey water bin) to be used.

Permit approved with above changes/conditions

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Environmental Health

4/8/24
Signature / Date

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plan

FOOD PROVISIONS

The Belden Town restaurant will be open for food service during their normal business hours. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during Priceless. Priceless may invite a food vendor to operate on premise. At least 30 days prior to the event Priceless will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county health department requirements, including submitting a Temporary Food/Mobile Food Facility application at least 30 days prior to the event.

Priceless may serve snacks to attendees as part of our activities. We will apply for a temporary food facility permit and follow regulations as outlined by the Plumas County Environmental Health, and apply for the relevant permits from the Department of Environmental Health. If Priceless serves pre-packaged snacks, they will be served under a canopy. If we prepare food on site for the general public, it will be prepared in a fully enclosed canopy with hand washing and dishwashing stations (temporary food facility). We may provide facilities, such as a grill, for attendees to cook for themselves only. We may use the on-site cabins to prepare food for staff, volunteers, and artists but will not use cabins to prepare food for the general public.

WATER SUPPLY

Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These water sources include one easy-to-access water fountain spigot in a central location. Belden also sells bottled water in their store. We continually communicate to everyone to stay healthy and hydrated, including in pre-event emails and as part of our entry communication to new arrivals.

SEWAGE DISPOSAL

We will contract with a local provider of portable toilets. For the expected 1000 maximum total attendees and staff, we will provide an estimated 45 porta-potties and 5 wash stations. This equipment will be cleaned daily--once on Friday, once on Saturday, and once on Sunday, as recommended by Ben Toilets and Plumas County in past years. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms in their shower area, and ten bathrooms in their cabins. One of the portable toilets will be stationed at the off-site parking area.

WASTE WATER DISPOSAL

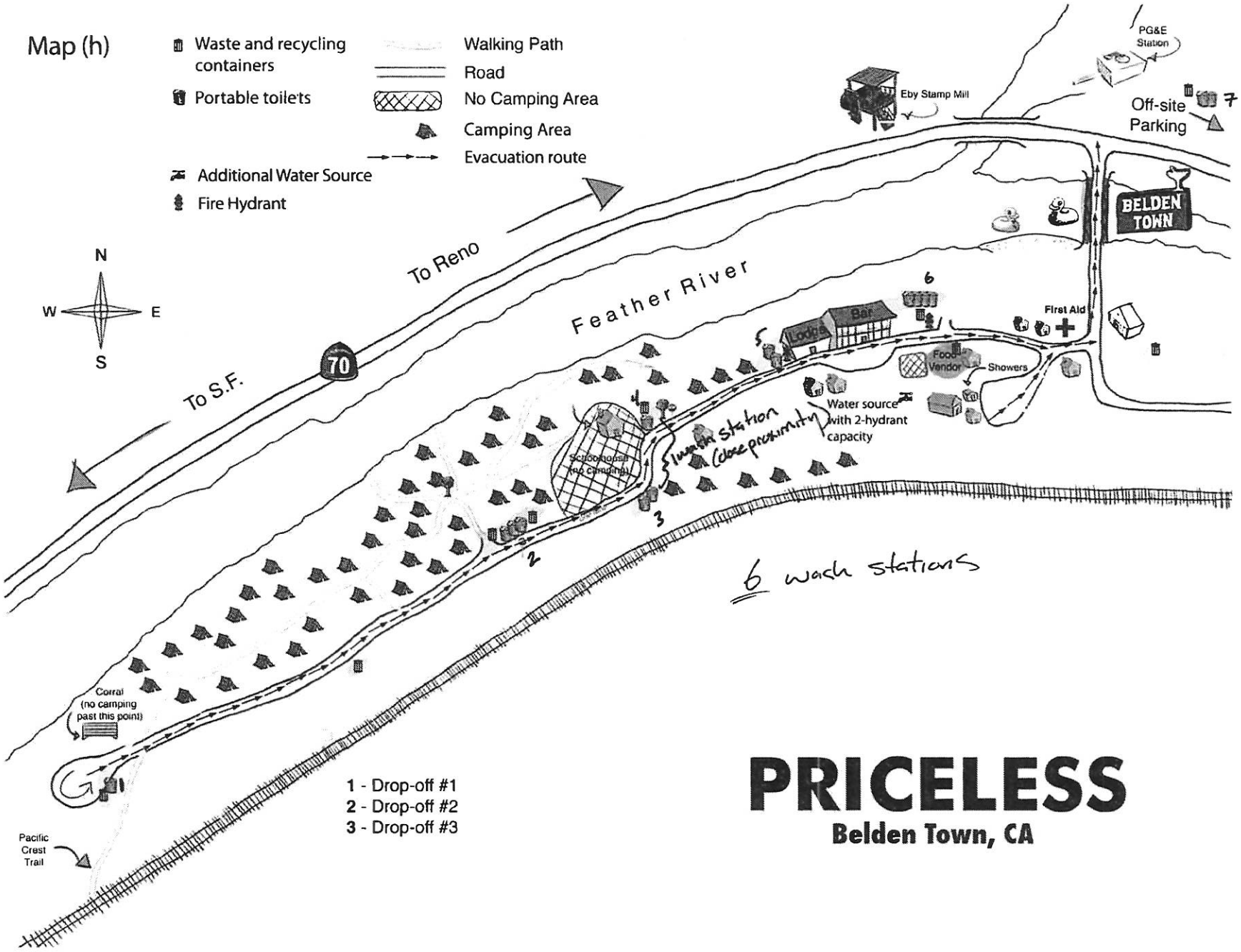
We understand that it is unacceptable to dispose of hand and dishwashing, and food prep wastewater on the ground or surrounding dirt and vegetation.

We will ensure that any food vendor contracted with Priceless will operate with the appropriate containers for waste water, and that the wastewater will be disposed of in appropriate containers throughout the event, not on the ground or surrounding vegetation.

SOLID WASTE-RECYCLING

Priceless is a leave-no-trace event, and we communicate to our attendees that they are responsible for packing out their own trash. Compliance with this policy is high, since our attendees are used to practicing leave-no-trace ethics at other community events. Priceless also provides seven waste collection stations, placed in common areas as noted on the attached map. Each station has three containers: (1) landfill, (2) compost/food scraps. Event staff will check and service these stations continuously throughout the day, every day. Campers in camping areas will be informed that they are responsible for collecting waste in their own area, although event staff will also ensure these areas are left clean after the event. The number, location and servicing of solid waste bins or containers will be adequate to prevent odors, leakage, overflow or flies. A bin of adequate size will also be located at the offsite parking area.

All solid waste after time that will be placed in the USFS mandated onsite dumpsters provided by Feather River Disposal via Belden Town Resort.


Map (h)
Waste and recycling containers
Portable toilets
Additional Water Source
Fire Hydrant
Walking Path
Road
No Camping Area
Camping Area
Evacuation route
N
W
E
S
To Reno
To S.F.
70
Feather River
PG&E Station
Eby Stamp Mill
Off-site Parking
7
BELDEN TOWN
Lodge
Bar
6
First Aid
Food Vendor
Showers
Water source with 2-hydrant capacity
Wash station (close proximity)
Schoolhouse Rec camping
5
4
3
2
6 wash stations
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA

e) Medical Facilities & Services Festival Name and Date: Priceless, July 4-7, 2024

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Please see attached page for complete description of our Medical Facilities and Services Plan.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer

4/9/24
Signature / Date

e) Medical Facilities & Services (Priceless, July 4-7, 2024)

Priceless will have medical support available on-site, provided by Mutual Aid Response Services Inc. (MARS Medical, http://www.mars911.info/). For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers.

Members of the Public Health Department have been extraordinarily generous with their time in discussing medical support needs with us and our professional on-site medical staffing personnel. In cooperation with the Public Health Department we have developed the emergency medical support plan that appears below. Based on our event's history, size, and type, we believe that this plan will permit us to address on-site any medical issues that are likely to arise. In more than a decade of producing Priceless we have only required ambulance evacuation twice. Both of these cases occurred before we secured our current professional on-site medical and security staffing. Our medical staffing and plan includes:

- We will provide at least two California-licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees.
- An automated external defibrillator (AED) and certified CPR staff will be available at all times.
- These medics will evaluate and treat any injury or illness brought to the attention of the Priceless staff.
- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.
- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.
- Basic resuscitation equipment and medications as well as other basic equipment and supplies, all provided by MARS Medical, will be available for the medics' use. This will include a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.
- In addition to an AED, medical personnel also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask) device, oxygen and nasal cannula, epinephrine for IM use (EpiPen), naloxone for IM/IN use (available OTC), and basic BLS airway, splinting, and immobilization devices.
- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.
- All Priceless, Belden, High Rock, and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Priceless staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control.
- Our medical services provider, MARS Medical, will complete ICS Forms 201, 202, 205, and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.

Additional measures related to emergency services and safety include:

- Priceless will have additional individuals with medical certification on site, working on our security or production teams.
- We will have tight integration between event leads, High Rock Security, MARS Medical, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and High Rock Security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Priceless. Our event staff will be clearly identifiable and carry radios in the event of an emergency. One patrol (a two-person team) is on duty at all times, and at least one other patrol is on call in case of all types of emergencies, including medical. In the evening hours, we run several patrols and continue to have a patrol on call in case something critical occurs.
- Over more than a decade, with input from numerous agencies, we have honed an efficient traffic and parking management system that leaves only as many cars on-site as needed to accomplish an evacuation, and that provides clearance for emergency vehicles (see the section entitled *Evacuation Plan* in this permit application).
- Neither Priceless staff nor any vendors hired by Priceless sell or distribute alcohol to attendees. (Belden Resort does sell alcohol at their licensed bar, which is typically open from around 10am until sometime between 10pm and 1am each day.)
- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and we will post "Swim At Your Own Risk" signage on the Belden beach.
- While we will not have certified lifeguards on duty, we will schedule dedicated beach lookouts who remain vigilant during periods of high river usage.
- We will clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites. For additional fire safety measures, see the *Fire Protection and Emergency Preparedness* section of this permit application.

- While Priceless staff, MARS Medical, and High Rock Security will be focused on the safety of Priceless event participants, it is our expectation that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticket-holder Belden Resort (bar, restaurant, and store) patrons, including local passersby and any hikers from the nearby Pacific Crest Trail.

f) **Parking plan** Festival Name and Date: Priceless, July 4-7, 2024

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

Please see attached page for complete description of our Parking Plan.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Tracey Ferguson, Planning Director 4/9/24

Plumas County Planning Department Signature / Date

f) Parking Plan

Priceless staffs a team devoted to Parking, which will coordinate parking on property in accordance with County, Belden, and US Forest Service rules and regulations.

Priceless uses both "on-site" and "off-site" parking. Most staff and attendees use the "off-site" parking area; "on-site" parking is available to limited staff and attendees. Every car onsite is provided parking passes including name, phone number, and other information to leave on dashboards for identification in the event the car needs to be moved.

Priceless will have "on-site" parking in Belden Town available to attendees. These parking areas are in the RV Lot, and in the parking lot off of Howell's Rd east of Belden (*not* in the PG&E lot/PCT staging/day parking area). There are small loading zones along the road next to the camping areas west of the city, which we use for loading and unloading only, and do not allow long term parking in these areas. We ensure a 12' easement is left through town and for fire lane access. On-site parking areas are monitored by event staff and security teams 24hr/day during the event.

The rest of the vehicles will be parked at the offsite property 11 miles away known as Jack's Place, and attendees will be shuttled over from that remote lot. This lot is monitored 24 hours/day by event staff or Belden staff. We have applications submitted for Highway Encroachment/Easement permits through Caltrans and Plumas, which will allow us to post signage along Highway 70, directing attendees to this offsite lot dedicated to attendee parking. This Permit application can be confirmed through Carla Shuman (carla.shuman@dot.ca.gov) or Fred Chaffin (Fred.chaffin@dot.ca.gov). We will also have trash cans and porta potties at the offsite area to ensure proper sanitation.

All vehicles are guided into parking spots by event staff, backed in facing out to the road.

Parking in dry grass: We work with Belden Staff to ensure our designated parking areas (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are trimmed and watered down before the event to minimize the possibility of sudden combustion/spark ignition.

6.

Traffic Control Plan

2024 Priceless Festival

July 4th thru July 7th

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

Before Event Begins

- Belden will pick up the 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- Set-up "No Event Parking" signs at the rest stop across State Route 70 from the Belden Town Resort. Area will be monitored by event staff for compliance.
- we use spray chalk to prep the area:
    - Draw arrows off the bridge and up to the RV lot to direct arrival traffic flow
    - Post "no parking" and "fire lane" markings on the high road near the main camping area
    - Create a border to mark the width of the fire lane we need along the entire road.

As People Arrive

- The first day/night we set up check-in in the RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- They are then directed slowly out of the lot and through the town.
- First traffic stop person controls cars at the edge of the lodge to be sure there is clearance to drive.
- Second traffic stop person is at The Tree just before the road starts sloping upward at the Southwest end of town. This person controls incoming cars to ensure there is a place for the cars ahead to unload and the road is clear to drive.
- Monitors are stationed at unloading zones 1, 2, and 3 to communicate open unloading zones for incoming cars before sending cars into the unloading zones. The second traffic stop person allows cars past them only when the monitors indicate there is an open spot, so no one is waiting in the road up ahead.
- We don't allow anyone to leave their cars to find a camping spot. They are asked to unload and then immediately get back into their cars to drive to and park in the offsite lot.
- We don't allow any onsite parking along the road until the end of the second day (Friday), once we feel confident that the vast majority of our attendees have arrived and unloaded, to ensure that the maximum number of unloading zones are available.

- Drivers of cars left too long at the unloading zones are identified and then called out publicly via bullhorn. Searches for the drivers continue until they cars are relocated.
- The second day, the check-in gate is moved to the 'gas station' building at the end of the bridge to catch late arrivals. We additionally have support staff to help manage the traffic flow along the route at every point.

As People Leave

- We use the same traffic stop stations to manage flow along the road
- Car arrivals are staggered by the schedule of the shuttles. All the cars arrive in a row (from the drivers on the last shuttle) and we control their movements into and out of the loading zones before the next shuttle load arrives.
- Drivers of cars left too long at the loading zones are identified and then called out via megaphone. Searches for the drivers continue until they cars are relocated.

OTHER PARKING/TRAFFIC MANAGEMENT

- Cars left too long in non-parking spaces or without onsite parking passes are tagged using glass markers.
    - Note 1 is polite and requests that the car be moved quickly.
    - Note 2 is direct and demands the cars relocation.
    - Note 3 says that the car will be towed if not moved by X deadline
- In the past, we have not had to tow a car for traffic reasons; our only tows have been for mechanical breakdowns.

County Agency Approval:

The traffic control plan as described above is approved for the Priceless Festival scheduled for July 4th thru July 7rd 2024.

Plumas County Department of Public Works

4-8-24

Signature/Date

h) **Transient Occupancy Taxes** Festival Name and Date: Priceless, July 4-7, 2024

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Transient Occupancy Taxes are included in the ticket price of the Festival. We pass the cost of campground, cabin access, and hotel lodge rooms directly to the attendees with net revenue received.

We understand that False Profit Inc is the "Operator" of this Festival and we are responsible for filing quarterly returns in a timely manner, and the collection and remittance of the Transient Occupancy Tax. Our Registration form and past returns are on file under certificate #2199.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Jennifer Tuck — 4/8/2024

Plumas County Tax Collector — Signature / Date

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA; discussion and possible action.**

Recommendation:
Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA

Background and Discussion:
Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted on May 21, 2024, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Action:

Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA

Fiscal Impact:

No General Fund impact

Attachments:
1. for the funk of it

PLUMAS COUNTY FAIR USE ONLY
Completeness Verified by _____
Date Received _____
Receipt No. _____ $ _____

OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager
   204 Fairgrounds Road
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Fair

A. Applicant (s)

Applicants Name Spencer Rouse

Residence Address 14 Terrace dr, Chico CA, 95926

Mailing Address PO Box 4904, Chico CA, 95927

Telephone Number 530-354-0932

Business Address and Telephone Number (If different from above) N/A

*Applicant must be the promotor of the event

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffman

Mailing Address 4785 Belden Town Road, CA 95915

Telephone 530-927-7067

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address 4785 Belden Town Road, CA 95915

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: Aug 5th - 8th, 2024

Dates of Actual Event: Aug 9th - 11th, 2024

Dates of Post Even Activities: Aug 12th -13th, 2024

Hours of Event Activities for each day of Event: Aug 9th; noon - dawn, Aug 10th; 10am - dawn, Aug 11th; 10am - dawn

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E. Number of Attendees and Staff

Number of Spectators/Participants and Staff for each day of Event: 500

F. Maps and Diagrams

Provide maps or diagrams showing the following:

(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

G. Program and Plans

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

Steffanic, John

From: Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Sent: Wednesday, April 10, 2024 9:44 AM
To: Steffanic, John
Cc: Titus, Erin@DOT
Subject: Re: 2024 Belden Festivals

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

Hi John,

These events will all need Caltrans Encroachment Permits for event signage. No parking is allowed on the State Right-of-Way. On-site CHP enforcement during the event, paid by the permittee, will likely be required, as it was during past events. There may be significant delays during these dates due to road construction.

Feel free to contact me with any questions. I will be out of the office April 12- May 6, 2024.

Kind regards,

John Yolton, P.E.
Permit Inspector
Plumas, Tehama & So. Lassen
D2 Encroachment Permits
(530) 215-8549

> On Apr 8, 2024, at 1:38 PM, Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:
> EXTERNAL EMAIL. Links/attachments may not be safe.
> We have three festivals that have applied for this summer. We send these applications out to agencies outside of Plumas County to give you an opportunity to review them and see if there is something in your world that these promotors need to address in their events. If there is something you want to comment on, please let me know by April 26. Thanks for your time!
>
> John Steffanic
> 204 Fairground Rd., Quincy, CA 95971
> 530-283-6272
>
> [cid:image001.jpg@01DA89B9.97AB4530]
> www.plumas-sierracountyfair.net<https://urldefense.com/v3/__http://www
> .plumas-sierracountyfair.net__;!!LWi6xHDyrA!-xbpK1XKhTp4avCcdOeGYdpRTc
> O8F9puK09_rmaOGjEYdUdtLYgZwAZ8XCyNvuLRLIPNP4F52gOih3K7cCYPseW90_FFMh7l
> wgTn$>
>
>
> <FTFOI Outdoor Festival Ordinance Application 2024.pdf>
> <SunsetCampoutPreliminaryApp_2024.pdf>
> <2024 Priceless Festival Permit - main application.pdf>

Steffanic, John

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Tuesday, April 9, 2024 10:57 AM
To: Steffanic, John
Subject: Re: 2024 Belden Festivals

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

The only thing that I see is will Highway 70 be open to west bound traffic. Will they still have the festival if there is only 1way in and out. As in if a fire starts in the canyon. Just my thoughts. Thanks and have a nice day

On Mon, Apr 8, 2024 at 2:31 PM Steffanic, John <JohnSteffanic@countyofplumas.com> wrote:

Thanks Frank!

John Steffanic

204 Fairground Rd., Quincy, CA 95971

530-283-6272

www.plumas-sierracountyfair.net

From: Frank Carey <fcarey@qfd.ca.gov>
Sent: Monday, April 8, 2024 2:31 PM
To: Julie Hunter <julieh@myairdistrict.com>
Cc: Steffanic, John <JohnSteffanic@countyofplumas.com>; Melissa Klundby <melissak@myairdistrict.com>; Erin Titus (Erin.Titus@dot.ca.gov) <Erin.Titus@dot.ca.gov>; Ivan.Houser@fire.ca.gov; Jerred.Ferguson@Waterboards.ca.gov; Kyle.Stoner@wildlife.ca.gov; leslie.edlund@usda.gov; spreston@chp.ca.gov; Yolton Jr, John J@DOT <john.yolton@dot.ca.gov>
Subject: Re: 2024 Belden Festivals

Steffanic, John

From: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Sent: Thursday, April 18, 2024 8:43 PM
To: Steffanic, John
Cc: Hillskotter, Mark@CALFIRE; Houser, Ivan@CALFIRE
Subject: FW: 2024 Belden Festivals
Attachments: FTFOI Outdoor Festival Ordinance Application 2024.pdf; SunsetCampoutPreliminaryApp_2024.pdf; 2024 Priceless Festival Permit - main application.pdf

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

Hello Sir,
Could you please add me to your distribution list for inquiries like these. I am the point of contact for Plumas County for anything related to pre-fire planning and defensible space in the SRA.

I would like to make one recommendation for this event. This event will be held at a venue in the SRA and is subject to comply with PRC-4291 Defensible Space requirements. I would recommend that the venue facility property have a current and compliant Defensible Space Inspection within 30 days of the festival. The property owner can contact me to fill this request for the inspection. I recommend that the request comes in well before the festival so the property owner will have adequate time to remedy any possible violations of PRC-4291.

Thank you,

Alan Thornhill
Fire Captain – Peace Officer
Prevention Bureau, Pre-Fire Planning, DSI Coordinator
697-345 State Highway 36, Susanville, CA. 96130
(530) 251-4413 Office

For wildfire preparedness and prevention tips
Visit: ***Burn Permits*** - ***Damage Inspection*** - ***Defensible Space*** - ***Home Hardening***

From: Houser, Ivan@CALFIRE <Ivan.Houser@fire.ca.gov>
Sent: Monday, April 8, 2024 1:43 PM
To: Thornhill, Alan@CALFIRE <alan.thornhill@fire.ca.gov>
Cc: Hillskotter, Mark@CALFIRE <Mark.Hillskotter@fire.ca.gov>
Subject: FW: 2024 Belden Festivals

Do you have any interest or need to comment? My involvement in the past was that there is no change or conversion of timberland so no comment.

Plenty of opportunity for Field Training here though and don't get in the river down-stream nor eat fish.

Ivan Houser

a) Commercial Liability Insurance Festival Name and Date: FTFOI Aug 9th-11th, 2024

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 309
Quincy, CA 95971
(530) 283-6041

$1,000,000 Each Occurrence
$300,000 Damage to Rented Premises
$5000 Medical Expenses
$1,000,000 Personal and Adv Injury
$2,000,000 General Aggregate
$1,000,000 Products – COMP/OP AGG

The State of California and its workers, The Plumas National Forrest, Plumas County, Belden Town Resort and Lodge are named as additional insured with respects to General Liability per form CG2011 01/96.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINGS
Plumas County Risk Manager

4/16/24
Signature / Date

b) **Police Protection and Security** Festival Name and Date: FTFOI Aug 9th-11th, 2024

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

FTFOI will have 24-hour security coverage, provided by our private security team. All security will be clearly identifiable and have radios for quick response to any events at the festival. Our private security team will all have current Guard Cards (Security Card Licenses from the Bureau of Security and Investigative Services). One patrol (2-man team) will be on duty at all times with another on standby by in case of emergencies. We will run extra patrols during the evening to provide extra coverage if needed.

We will not be selling any alcohol during the festival. The only alcohol available will be provided backstage only to the artists. Belden's bar will be open throughout the festival, but we do not promote or advertise any alcohol consumption whatsoever. We will make announcements for all attendees to conduct themselves in a safe manner and will instruct our security teams to be aware of any unsafe alcohol consumption.

This is a family friendly event, and we expect our attendees to conduct themselves in a manner befitting a family event, we discourage public intoxication. This will be communicated via all social media, posters and emails, as well as announcements over the public address system. We will instruct our security team to be on the look out for any underage drinking, but we do not expect any incidents.

We do not condone the use of illegal drugs at FTFOI, and all of our staff will be vigilant and looking for signs of any illegal substance dealing, drug paraphernalia sales, or related issues. Staff will be immediately notified of any incidents and security and medical teams will be involved directly. Offenders face eviction from event and possible prosecution from local law enforcement. This will be communicated via all social media, posters and emails, as well as announcements over the public address system.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Plumas County Sheriff

4/8/2024
Signature / Date

c) **Emergency Preparedness Plans** Festival Name and Date: FTFOI Aug 9th-11th, 2024

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Belden staff and our private security team are trained to handle emergency situations and will be prepared and equipped to do so in the event of an emergency at FTFOI. Our security team will be easily-identifiable and carry radios at all times in the event of an emergency.

EVACUATION PLAN

Our evacuation plan is indicated on the attached map. Attendees will be notified of the evacuation plan by email prior to the event and printed materials provided at the event, including a program and map.

Once our staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leaders will assemble with Belden staff to review plans and assignment. An alarm will be sounded, the security team will move throughout the campground area with bullhorns, directing participants to report to the front of the lodge. No breakdown of camps or any event infrastructure will occur at the time of evacuation, only living beings will be evacuated. Our parking crew, box office crew and event leaders will oversee the vehicle traffic.

Attendees who have cars parked on-site, will be directed to get in their vehicles and proceed to the Belden RV parking lot, where they will fill their remaining seats with seat belts with drivers of the off-site vehicles. (To clarify, only drivers will be ferried to the off-site parking lot to maximize the number of cars returning to Belden to assist with the evacuation.) These on-site cars will then drive up Hwy 70 to the off-site lot and drop off their passengers. This process will continue as required, using our shuttle if necessary.

Attendees who are not driving to the off-site lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Hwy 70.

Cars returning to Belden from the off-site parking lot will load passengers in Belden and proceed southwest along the evacuations route as specified by CalFire/CHP/Sheriff/Plumas County. Belden staff have indicatedthat emergency vehicles will be coming from Quincy, and therefore evacuation will be directed onto Hwy 70 West.

FTFOI event leaders and security will conduct additional sweeps throughout the campgrounds to verify complete evacuation. Staff, not including event leaders will evacuate with participants. Once staff and participant evacuation is complete, security and event leaders will evacuate.

To prepare for emergency evacuations, roadways will be kept clear at all times and fires lanes clearly marked. All cars will be parked facing the direction of evacuation, per Federal and County regulations. Enough cars are kept on site to be able to implement the evacuations plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Director, Plumas County OES

4/8/2024
Signature / Date

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: FTFOI Aug 9th-11th, 2024

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

The Belden Town restaurant will be open for food service from 7am - 10pm every day. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during FTFOI. There will also be 8 food vendors to provide food and beverages for all attendees. All food vendors will submit and Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require all vendors to comply with all state and county health department requirements, including the submission of a Temporary Food/Mobile Food Facility application at least 30 days prior to our event.

Water
Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These include one easy-to-access water fountain spigot centrally located. Belden store also sells bottled water. We make frequent announcements for people to hydrate themselves and stay healthy as well as asking our security team to direct all attendees to available water resources. This will also be communicated on our website and emails.

Sewage
Will be using Johnny On The Spot Toilet Rentals, based out of Chico, for our portable toilets. They are currently registered with Plumas County. We will be providing 28 toilets and 2 wash stations for the expected 800. All toilets will be cleaned and serviced daily. There are additionally toilets located in Belden in the lodge, and shower area. There are also bathrooms located in all of the cabins and hotel rooms. We will station two toilets at our off-site parking near Twain (Jack's Place).

Solid Waste/Recycling
Belden will provide a solid waste dumpster for all solid waste collection. We will have 55 bins with good signage conveniently throughout the area for solid waste and recycling. These bins will be checked continuously throughout the day, every day. Campers will be informed they will be responsible for collecting and disposing of their own waste. Staff will also ensure all areas are left clean after the event. The collection and servicing of all bins will prevent odors, leakage, overflow and flies.

WASTE WATER DISPOSAL
We understand that it is unacceptable to dispose of hand and dishwashing and food prep

County Agency Approval:

* Increase hand washing stations to 8 at event - One per bank of toilets including in parking area).
* Provide Environ. Health with Community Event Application w/ Food vendor list

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Environmental Health

3/12/24
Signature / Date

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: _ FTFOI Aug 9th-11th, 2024

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health 270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

The Belden Town restaurant will be open for food service from 7am - 10pm every day. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during FTFOI. There will also be 4 food vendors to provide food and beverages for all attendees. All food vendors will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require all vendors to comply with all state and county health department requirements, including the submission of a Temporary Food/Mobile Food Facility application at least 30 days prior to our event.

Water
Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These include one easy-to-access water fountain spigot centrally located. Belden store also sells bottled water. We make frequent announcements for people to hydrate themselves and stay healthy as well as asking our security team to direct all attendees to available water resources. This will also be communicated on our website and emails.

Sewage
Will be using Johnny On The Spot Toilet Rentals, based out of Chico, for our portable toilets. They are currently registered with Plumas County. We will be providing 28 toilets and 5 wash stations for the expected 800. A wash station will be place with every group of 5 toilets. All toilets will be cleaned and serviced daily. There are additionally toilets located in Belden in the lodge, and shower area. There are also bathrooms located in all of the cabins and hotel rooms.

Solid Waste/Recycling
Belden will provide a solid waste dumpster for all solid waste collection. We will have 55 bins with good signage conveniently throughout the area for solid waste and recycling. These bins will be checked continuously throughout the day, every

day. Campers will be informed they will be responsible for collecting and disposing of their own waste. Staff will also ensure all areas are left clean after the event. The collection and servicing of all bins will prevent odors, leakage, overflow and flies.

WASTE WATER DISPOSAL

We understand that it is unacceptable to dispose of hand and dishwashing, and food prep wastewater on the ground or surrounding dirt and vegetation.
We will ensure that any food vendor contracted with FTFOI will operate with the appropriate containers for waste water, and that the wastewater will be disposed of in the Grey Water tank throughout the event not on the ground or surrounding vegetation.

County Agency Approval:
The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

_____
Plumas County Environmental Health Signature / Date

e. Medical Facilities & Services Festival Name and Date FTFOI Aug 9th-11th, 2024

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.
Plumas County Public Health Agency 270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

FTFOI will have medical support available on-site at all times. Lighthouse Medical agrees to provide the medical services described in the attached Medical Services Plan approved by the Plumas County Health Officer. For all others medical issues we have sufficient resources to treat injuries on site or provide transportation to local medical centers.

We will provide:
At least 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees. It will be located just inside Belden near the old phonebooth.
An automated external defibrillator (AED) and certified CPR staff will be available at all times. These medics will evaluate and treat any injury or illness brought to the attention of FTFOI staff.

Basic Life Support equipment & supplies including AED(s), Oxygen Supply, Epinephrine, Naloxone will also be supplied by Lighthouse Medical team.

On-site medics will perform assessment to determine appropriate treatment and whether treatments should be on-site or at a local medical center. If treatment at medical center is required or advised, the medics will make recommendations regarding he appropriate mode of transportation.
Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

Basic resuscitation equipment and medications as well as other basic equipment and supplies, all provided my Lighthouse will be available for medics' use. This include a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.
A vehicle will be kept ready to transport the medics to the patient if necessary.
A vehicle and driver will also be kept ready to transport and injured or ill participant or staff member to local medical facility if the participant does not have a vehicle available and the medical event does not warrant an ambulance call.

We will be incorporating a redundant communication support plan using mobile phones, landlines, and radios.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer Signature / Date

4/15/24

f) **Parking plan** Festival Name and Date: FTFOI Aug 9th-11th, 2024

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

FTFOI staffs a team devoted to parking exclusively, which will coordinate all parking of vehicles on the property in accordance with Plumas County, Belden, and the U.S. Forest Service rules and regulations.

FTFOI sells 150 onsite parking passes for the festival weekend. All remaining vehicles will be parked at the off-site location 5 miles away known as The Old Schoolhouse. All attendees will be shuttled to Belden from this site.

We will have a crew of 6-8 coordinating with Beldentown staff to facilitate parking. All vehicles will be parked facing the exit with wheels out turned for a direct emergency exit if needed. They will be parked along the southern side of Belden town rd just past the schoolhouse up to the equine parking area

Belden will provide 2 Cal Trans easement special event ahead signs indicating the festival and parking.

Areas used for parking in Belden Town and at The Old Schoolhouse (offsite) that are of a combustible surface, such as areas with grass or other vegetation, will be mowed prior to the event and, if possible, watered down.

We will allow parking of up to 150 vehicles on site with the overflow parking at The Old Schoolhouse (400 capacity)

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Tracy Ferguson, Planning Director 4/12/24

Plumas County Planning Department Signature / Date

G.

Traffic Control Plan

For the Funk of It! Aug 9th-11th, 2024

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of:

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control:

"Special Event Ahead" signs will be placed a minimum of 1600 feet East of Beldon Town Road, and 6000 feet West of Beldon Town Rd. Additional signs will be placed to direct festival participants to the venue, off-site box office, and off-site parking lot.

Chalk will be used for pavement marking within Belden to help direct participants to the on-site parking area and to designate the "Fire Lane" that must be kept clear at all times during the event.

As people arrive:

Participants will check in at the "off-site box office" located at the Little Indian Creek RV Campground 0.5 miles West of Belden.

Participants will be shown where to park by event staff and directed to the box office, where they can purchase event tickets and parking passes.

Participants with "off-site" parking passes will be directed to the off-site parking lot located 5 miles West of Belden at the "Old School House". A shuttle will be available to transport participants and gear back to "Upper RV lot" at the venue.

Participants with "on-site" parking passes will be directed to Belden where they will be shown where to park by event staff. Vehicles will be required to back into their parking space to improve response time in the event of an evacuation.

There will be pedicabs available to help transport campers and gear to their designated camp sites, see venue site map.

County Agency Approval: The traffic control plan as described above is approved for the event as described in this application.

Mark C [signature] 3-29-24

Senior Eng Tech

h) Transient Occupancy Taxes Festival Name and Date: FTFOI Aug 9th-11th, 2024

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

We will be charging $13,300 for the overnight provisions for the 3 days, which is $4967.00 over the $8700 that Belden pays. We will pay the 9% tax on the overage, totaling $447.03.

For the Funk of It Cert # 2220

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Plumas County Tax Collector — Signature / Date: 3/12/24

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Adopt RESOLUTION to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550**; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to **form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This vacant position was created by resignation. Due to a change in staffing needs, Environmental Health requests to exchange the unfilled “Environmental Health Technician I/II” position with an “Administrative Assistant I/II” position. This requested exchange in position allocation is not expected to require a change to the already approved budget for FY 23/24.

The filling of this vacated position is vital to the function and efficiency of Environmental Health to manage permit issuance, conduct permit billing, manage accounts receivables, perform customer requested research for well, septic, and hazardous material information.

Action:

Adopt **RESOLUTION** to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact; as approved in FY23/24 Budget.

Attachments:

1. EH Staff Resolution wStaff Allocation 2024-xxxx CC Approved
2. EH Critical Staffing Questionnaire 05May24
3. EH Org Chart - Before 21May24
4. EH Org Chart - After 21May24
5. Env Health Technician I
6. Env Health Technician II

RESOLUTION 2024-_____

RESOLUTION TO AMEND FISCAL YEAR 2023/2024 POSITION ALLOCATION FOR ENVIRONMENTAL HEALTH DEPARTMENT #20550

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the position allocation covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the Environmental Health Department; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, this request was brought to the attention of the Human Resources Department, who is now requesting approval of this resolution to amend the Fiscal Year 2023/2024 Position Allocation for department #20550, to remove a 1.0 FTE Environmental Health Technician I/II, and add a 1.0 FTE Administrative Assistant I/II; and

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

Approve proposed amendment to the Fiscal Year 2023/2024 Position Allocation as follows:

Environmental Health #20550	Current FTE	Proposed FTE
Environmental Health Technician I/II	2.00	1.00
Administrative Assistant I/II	0.00	1.00

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 21st day of May 2024 by the following vote:

AYES: Supervisors:
Noes: Supervisors:
Absent: Supervisors:

_____
Supervisor Hagwood, Chair, Board of Supervisors

_____
Clerk of the Board of Supervisors

Approved as to form:
Sara James, Attorney
County Counsel's Office

Exhibit A: Job Description – Administrative Assistant

ADMINISTRATIVE ASSISTANT I

DEFINITION

Under direction, to serve as administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class may be used as an entry level for individuals with secretarial experience but no detailed program or policy knowledge of the program or service area of assignment. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Administrative Assistant II. Where the position is flexibly staffed.

REPORTS TO

A County Department Head, or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT I – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies
- Maintains and submits payroll documents and records.
- Establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs work processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ADMINISTRATIVE ASSISTANT I – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

Ability to:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

ADMINISTRATIVE 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:

At least two (2) years of responsible experience performing a variety of administrative and office support work at a level equivalent to Secretary with Plumas County, including substantial experience in a public contact position.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

ADMINISTRATIVE ASSISTANT II

DEFINITION

Under direction, to serve as primary administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced specialized working level in the Administrative Assistant class series. Positions provide a variety of administrative, staff, and office management support for an assigned County Department, large work unit, or County Board or Commission. Incumbents report directly to the Department Head or major unit administrator with broad program responsibilities. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department or unit of assignment.

REPORTS TO

A County Department Head or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT II – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies.
- Maintains and submits payroll documents and records; establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

ADMINISTRATIVE 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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

KOWLEDGE OF:

- County of policies, rules, and regulations.
- Laws, rules and regulations affecting assigned program functions and services.
- Budget development and control.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

ABILITY TO:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.

ADMINISTRATIVE ASSISTANT II – 4

ABILITY TO CONTINUE:

- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- 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:

At least (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Administrative Assistant I with Plumas County.

SPECAIL REQUIRMENTS: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Exhibit B: Environmental Health Department Current Position Allocation

Allocations 2023/2024				
CLASSIFICATION		23/24 Positions Adopted	23/24 Positions Requested	23/24 Positions Recommended
HEALTH AND SANITATION				
ENVIRONMENTAL HEALTH	20550			
Environmental Health Director		1.000	1.000	1.000
Senior Environmental Health Specialist		0.000	0.000	0.000
Environmental Health Specialist I/II/III OR Hazardous Materials Specialist I/II/III		4.000	4.000	4.000
Environmental Health Technician I/II		**2.000**	**1.000**	**1.000**
Environmental Health Aide		0.000	0.000	0.000
Administrative Assistant I/II		**0.000**	**1.000**	**1.000**
Office Assistant I/II/III		0.000	0.000	0.000
		7.000	7.000	7.000

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR ENVIRONMENTAL HEALTH
FISCAL YEAR 2023/2024
May 2, 2024

1. Is this a legitimate business, statutory, or financial justification to fill the position?

   Yes, the requested Administrative Assistant I/II position is critical for workload, customer service, business needs.

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

   This vacancy reduces front office staff by 50%. Combining this vacancy with the currently vacant department director position, the total staffing level for Environmental Health is reduced by 28%.

   This reduced level of staffing severely limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

   The resignation was effective November 17th2023.

4. Can the department use other wages until the next budget cycle?

   No other wages are currently budgeted.

   One (1) permanent full-time replacement administration assistant is needed.

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?

   The spring season is a time of training and preparation for the coming summer field services, as such the lack of administrative staff needed to assist in these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

   The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:

   - ***Sanitation Services such as: food service, drinking water, swimming pools, storage and use of hazardous materials.***
   - ***Grants such as: "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].***

8. 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

9. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
   None known

10. Does the budget reduction plan anticipate the elimination of any of the requested positions?
    N/A

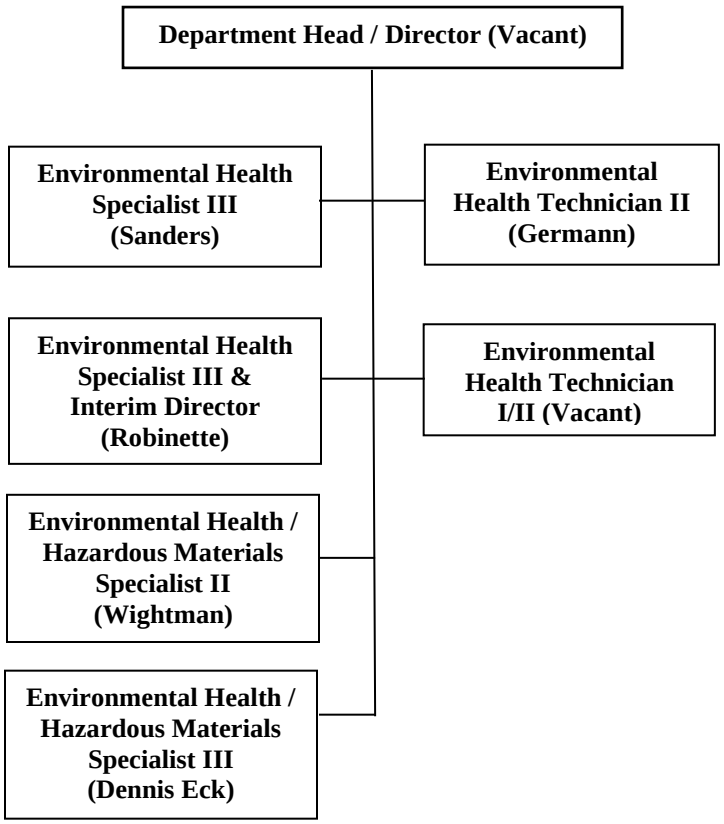
    Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

    This position is funded and allocated. Funding comes from a variety of sources including fees for services and portions from a variety of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for this position.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

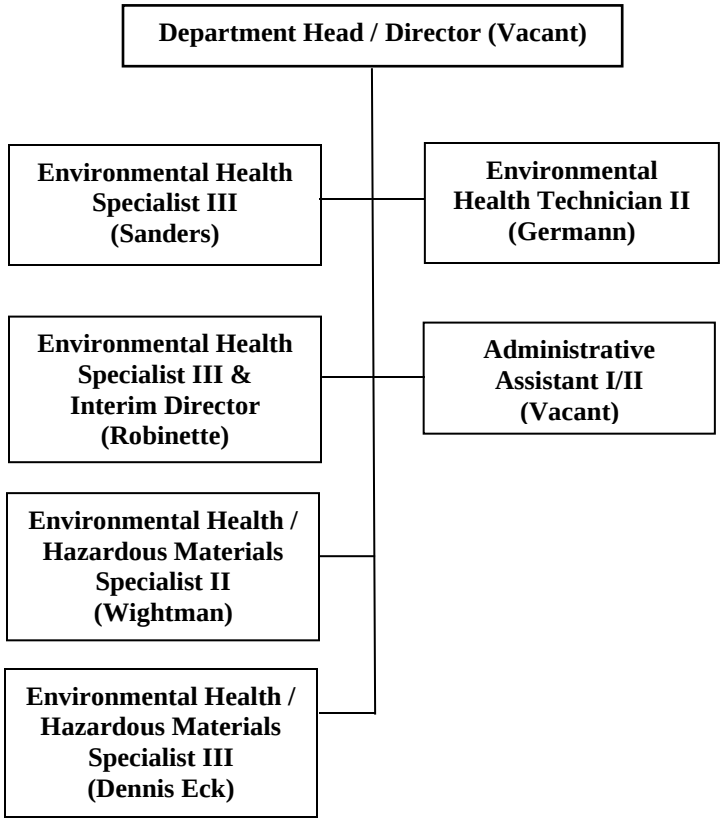
    No reserves.

ENVIRONMENTAL HEALTH
ORGANIZATIONAL CHART
BEFORE REQUESTED ALLOCATION CHANGE



24Apr24

ENVIRONMENTAL HEALTH
ORGANIZATIONAL CHART
AFTER REQUESTED ALLOCATION CHANGE



24Apr24

ENVIRONMENTAL HEALTH TECHNICIAN I

DEFINITION

Under close supervision, performs a variety of technical office and field activities in support of various environmental health programs including underground storage tank management, hazardous materials control, land use, water supply protection, liquid waste disposal, solid waste disposal, recreational health safety; and other related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry level position for the Environmental Health Technician series. Incumbents assist and support the activities of Environmental Health Specialists. Most assignments are performed in a training and learning capacity. When an incumbent becomes familiar with the full scope of office and field support assignments, demonstrates sound work habits, and has satisfied the training and experience requirement, they may be considered for promotion to Environmental Health Technician II.

REPORTS TO

Director of Environmental Health, Senior Environmental Health Specialist.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ENVIRONMENTAL HEALTH TECHNICIAN 1 – 2

EXAMPLES OF DUTIES

- Incumbents perform a variety of technical activities in support of environmental health programs including.
- Water and soil sample collection.
- Sanitary well seal inspections.
- Complaint investigations.
- Assists with special environmental health projects and investigations.
- Answers general questions and provides information to the public concerning environmental health activities and records.
- Establishes and maintains department data base information.
- Completes inspection notices and reports.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

ENVIRONMENTAL HEALTH TECHNICIAN I – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods and procedures of record keeping.
- Methods of data collection.
- English usage, spelling, grammar and punctuation.
- Basic mathematical and scientific principles.
- Basic principles of environmental health.
- Pertinent Federal, State and local laws, codes and regulations.
- Modern office procedures and methods.
- Use of computers and software.
- Principles and practices of customer service.

Ability to:

- Perform technical sanitation and environmental health inspection work under close supervision.
- Apply Federal, State and local policies, procedures, laws and regulations.
- Investigate environmental health complaints.
- Use and care for mechanical instruments and tools.
- Interpret maps, charts, diagrams and drawings.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the public.
- Communicate clearly and concisely, both orally and in writing.
- Maintain accurate records.

ENVIRONMENTAL HEALTH TECHNICIAN 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:

Supplemental college level courses in chemistry, microbiology, mathematics or other general sciences is desired.

Special Requirements:
Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

ENVIRONMENTAL HEALTH TECHNICIAN II

DEFINITION

Under supervision, performs a variety of technical office and field activities in support of various environmental health programs including underground storage tank management, hazardous materials control, land use, water supply protection, liquid waste disposal, solid waste disposal, recreational health safety; and other related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced and skilled level position for the Environmental Health Technician series. Incumbents assist and support the activities of Environmental Health Specialists by independently performing assignments requiring environmental health experience and background.

REPORTS TO

Director of Environmental Health, Senior Environmental Health Specialist.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Incumbents perform a variety of technical activities in support of environmental health programs including.
- Underground tank inspections.
- Hazardous materials storage inspections.
- Water and soil sample collection.
- Sanitary well seal inspections.
- Recreational health facility inspections.
- Complaint investigations.
- Completes special environmental health projects and investigations.
- Recommends corrective action on health code violations or deficiencies.
- Answers general questions and provides information to the public concerning environmental health activities and records.
- Establishes and maintains department data base information.
- Completes inspection notices and reports.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods and procedures of record keeping.
- Methods of data collection and analysis.
- Methods and procedures of environmental compliance.
- English usage, spelling, grammar and punctuation.
- Basic mathematical and scientific principles.
- Basic principles of environmental health.
- Pertinent Federal, State and local laws, codes and regulations.
- Modern office procedures and methods.
- Use of computers and software.
- Principles and practices of quality customer service.

Ability to:

- Perform technical sanitation and environmental health inspection work under minimum supervision.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Investigate and evaluate environmental health complaints.
- Use and care for mechanical instruments and tools.
- Interpret maps, charts, diagrams and drawings.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the public.
- Communicate clearly and concisely, both orally and in writing.
- Maintain accurate records.
- Prepare a variety of reports.

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:

Supplemental college level courses in chemistry, microbiology, mathematics or other general sciences is desired.

Eighteen (18) months of environmental health program experience equivalent to Environmental Health Technician I with Plumas County is required.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Some positions may require special training and/or certification as necessary for the area of assignment.

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget; discussion and possible action.**

Recommendation:

Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget.

Background and Discussion:

The filling of this vacant Administrative Assistant I/II position is vital to the function and efficiency of Environmental Health to manage permit issuance, conduct permit billing, manage accounts receivables, perform customer requested research for well, septic, and hazardous material information.

Action:

Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget.

Fiscal Impact:

General Fund Impact, as approved in FY23/24 Budget.

Attachments:

1. Administrative Assistant II
2. Administrative Assistant I
3. EH Org Chart - After 21May24 (1)
4. EH Staff Allocation FY23-24
5. EH Critical Staffing Questionnaire 05May24 (1)

ADMINISTRATIVE ASSISTANT II

DEFINITION

Under direction, to serve as primary administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced specialized working level in the Administrative Assistant class series. Positions provide a variety of administrative, staff, and office management support for an assigned County Department, large work unit, or County Board or Commission. Incumbents report directly to the Department Head or major unit administrator with broad program responsibilities. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department or unit of assignment.

REPORTS TO

A County Department Head or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT II – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies.
- Maintains and submits payroll documents and records; establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

ADMINISTRATIVE 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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

KOWLEDGE OF:

- County of policies, rules, and regulations.
- Laws, rules and regulations affecting assigned program functions and services.
- Budget development and control.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

ABILITY TO:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.

ADMINISTRATIVE ASSISTANT II – 4

ABILITY TO CONTINUE:

- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- 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:

At least (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Administrative Assistant I with Plumas County.

SPECAIL REQUIRMENTS: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

ADMINISTRATIVE ASSISTANT I

DEFINITION

Under direction, to serve as administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class may be used as an entry level for individuals with secretarial experience but no detailed program or policy knowledge of the program or service area of assignment. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Administrative Assistant II. Where the position is flexibly staffed.

REPORTS TO

A County Department Head, or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT I – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies
- Maintains and submits payroll documents and records.
- Establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs work processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ADMINISTRATIVE ASSISTANT I – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

Ability to:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

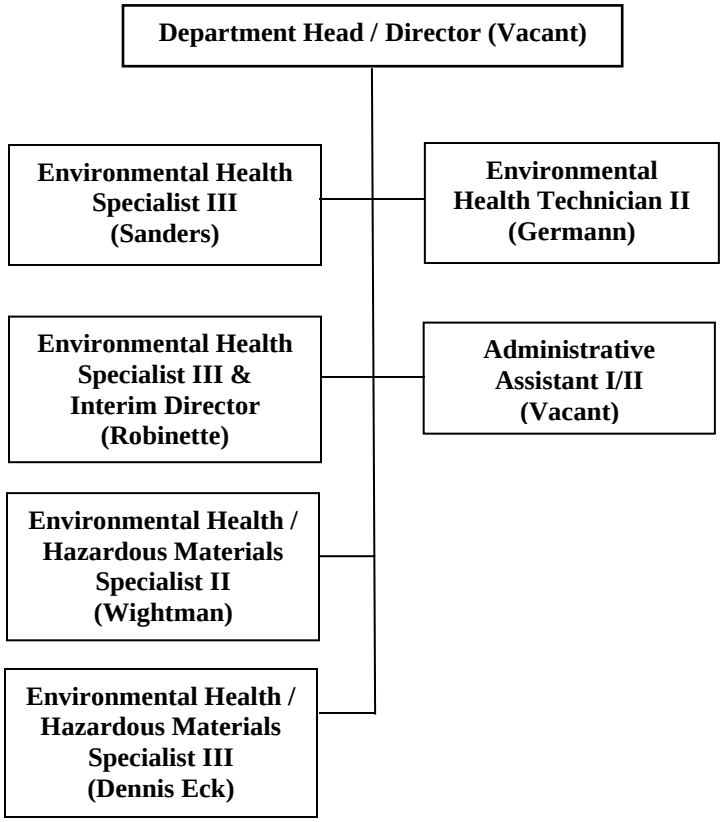
ADMINISTRATIVE ASSISTANT I – 4

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:

At least two (2) years of responsible experience performing a variety of administrative and office support work at a level equivalent to Secretary with Plumas County, including substantial experience in a public contact position.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

ENVIRONMENTAL HEALTH
ORGANIZATIONAL CHART
AFTER REQUESTED ALLOCATION CHANGE



24Apr24

Allocations 2023/2024					
CLASSIFICATION		23/24 Positions Adopted	23/24 Positions Requested	23/24 Positions Recommended	23/24 Positions Adopted
HEALTH AND SANITATION					
ENVIRONMENTAL HEALTH	20550				
Environmental Health Director		1.000	1.000	1.000	1.000
Senior Environmental Health Specialist		0.000	0.000	0.000	0.000
Environmental Health Specialist I/II/III OR		4.000	4.000	4.000	4.000
Hazardous Materials Specialist I/II/III					
Environmental Health Technician I/II		2.000	1.000	1.000	1.000
Environmental Health Aide		0.000	0.000	0.000	0.000
Administrative Assistant I/II		0.000	1.000	1.000	1.000
Office Assistant I/II/III		0.000	0.000	0.000	0.000
		7.000	7.000	7.000	7.000

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR ENVIRONMENTAL HEALTH
FISCAL YEAR 2023/2024
May 2, 2024

1. Is this a legitimate business, statutory, or financial justification to fill the position?

   Yes, the requested Administrative Assistant I/II position is critical for workload, customer service, business needs.

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

   This vacancy reduces front office staff by 50%. Combining this vacancy with the currently vacant department director position, the total staffing level for Environmental Health is reduced by 28%.

   This reduced level of staffing severely limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

   The resignation was effective November 17th2023.

4. Can the department use other wages until the next budget cycle?

   No other wages are currently budgeted.

   One (1) permanent full-time replacement administration assistant is needed.

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?

   The spring season is a time of training and preparation for the coming summer field services, as such the lack of administrative staff needed to assist in these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

   The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:

   - ***Sanitation Services such as: food service, drinking water, swimming pools, storage and use of hazardous materials.***
   - ***Grants such as: "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].***

8. 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

9. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
   None known

10. Does the budget reduction plan anticipate the elimination of any of the requested positions?
    N/A

    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?

    This position is funded and allocated. Funding comes from a variety of sources including fees for services and portions from a variety of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for this position.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

    No reserves.

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action.**

Recommendation:
Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel.

Background and Discussion:
The Plumas County Library's Policy and Procedures Manual outlines rules for staff regarding library organization, communication, and all library services. In recent years we have updated our policies and procedures in a variety of ways that required an overhaul of several sections of the manual. The latest version of the Library Policy and Procedures manual was approved by County Counsel in April 2024.

The most significant changes were made to the following sections:

1. **Library code of behavior**: The Library updated the rules for patron conduct in the library to address clothing requirements, offensive odor, and appropriate volume on devices.
2. **Fines & fees**: Daily fines and replacement costs for books have been updated to reflect changes which were approved in Resolution 23-8843 (attached).
3. **Collection development policy**: Policies relating to selection of materials, collection maintenance, receipt of donations, and reconsideration of materials were updated to address in detail how collection decisions are made.
4. **Use of Library Space**: The policy governing the use of library space for public meetings, exhibits, and displays has been updated to clarify standards and selection processes for display materials.
5. **Appendices B-M**: Updated appendices include the materials for reconsideration request form, Internet and Computer Use policy, and statements of foundational library principles, such as the ALA's Library Bill of Rights, Code of Ethics, and Freedom to Read/Freedom to View statements.

Action:

Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) no funds required.

Attachments:
1. 23-8843 - Library amending fee schedule
2. Policy Manual_May2024

RESOLUTION 23-8843

RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO AMEND EXISTING LIBRARY DEPARTMENT FEES

WHEREAS, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments; and,

WHEREAS, since the fee list was originally created, the library system has created new item categories not accounted for; and

WHEREAS, a more itemized fee list provides more accurate costs to the patron based on the item type; and

WHEREAS, the Master Fee Schedule now needs further revision to establish new and amend existing Library Department fees and fines associated with various library activities.

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

1. The portion of Exhibit A labelled "Fee Schedule-Library" of the Master Fee Schedule, adopted by Resolution 16-8122 on January 12, 2016, is hereby amended and replaced in part as referenced by Exhibit B.

2. Existing fees not including library fees or those fees amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 12th day of September, 2023, by the following vote:

Ayes: Supervisors: Hagwood, Ceresola, McGowan, Goss, Engel

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Deputy Clerk of the Board

Approved as to form:
Joshua Brechtel
Deputy County Counsel

EXHIBIT B

Plumas County Library Fines & Fee Schedule

Stations do not charge overdue fines. Branches and Headquarters charge the following fines:

Fines

Overdue DVD/video	$0.50 per day ($5.00 maximum)
Overdue lending library items	$0.50 per day ($5.00 maximum)
State Park Pass	$0.00 per day
All other circulating items	$0.10 per day ($3.00 maximum)
Out of state library card	$25.00 for the first year; $10.00 per renewal

Fees for Lost Items

Lost DVD/video	$20.00 + $5.00 processing fee + fines
Lost audiobook and book/CD bundle	$40.00 + $5.00 processing fee + fines
Lost E (board book only) or R	$15.00 + $5.00 processing fee + fines
Lost E (picture book) or J Fic	$20.00 + $5.00 processing fee + fines
Lost J NonFic	$25.00 + $5.00 processing fee + fines
Lost J Graphic Novel (Fic or NonFic)	$20.00 + $5.00 processing fee + fines
Lost YA Fic or NonFic	$25.00 + $5.00 processing fee + fines
Lost YA or Adult Graphic Novel (Fic or NonFic)	$20.00 + $5.00 processing fee + fines
Lost Adult Fic	$30.00 + $5.00 processing fee + fines
Lost Adult NonFic	$35.00 + $5.00 processing fee + fines
Zip Book (before cataloged)	Cost of Zip Book when ordered
Lost/Replaced Library Card	$1.00
Lost tool lending library item	Item prices vary; some items have total costs and specific component costs.

Patrons may choose to buy a copy of the item which has been lost/damaged and give it to the library as a replacement. The item must be in Like New or New condition, and items in poor condition will be rejected. If the lost/damaged item is a hardcover, a hardcover must be purchased, but paperbacks can be replaced with paperbacks or hardbacks. Patrons who purchase a replacement copy still owe the $5 processing fee and any late fines. The County Librarian may approve an item be replaced with a similar item of worth and content, but patrons will always have the option of buying the exact item.

Damaged Items

Damage charges are $1.00 minimum up to the replacement cost of the item. Branches should send damaged items to Headquarters for evaluation and HQ will inform the branch of the cost of the damage. If the item is damaged beyond repair, the patron will be responsible for the replacement cost of the item, plus the $5.00 processing fee. Most items that receive water damage will be replaced due to potential mildew/mold issues. Most audiobooks/DVDs will need

to be completely replaced if a disc is damaged/lost. Tool lending library items sometimes come in pieces or kits; some have set prices for specific components and not just the price of the whole item/kit.

Technology Fees

Branches and Stations have separate fees for printing, copying, and scanning depending on the vendor and are subject to change per the vendor's new rates.

PLUMAS COUNTY LIBRARY

MANUAL OF POLICIES AND PROCEDURES

revised 05/2024

Plumas County Library Mission Statement

The Plumas County Library provides free access to printed, audio-visual and electronic forms of information, and educates the community as to the uses and value of its resources. Serving as a gateway to knowledge beyond its collection, the library is a reflection of the community, a gathering of its knowledge, culture and information.

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I. COUNTY LIBRARY ORGANIZATION

Headquarters

The Quincy library is the administrative and service headquarters for all library branches and stations in Plumas and Sierra Counties. Headquarters is responsible for the daily operation of the Quincy library, and provides the following services for the Library System as a whole:

- collection development
- cataloging, processing, and mending/repair
- coordinating children, adult, and technical services
- answering reference questions
- managing the budget
- handling requests from branches for supplies and equipment needs
- grant application, coordination, and management
- overseeing county-wide programs and services
- coordinating community outreach

Branches and Stations

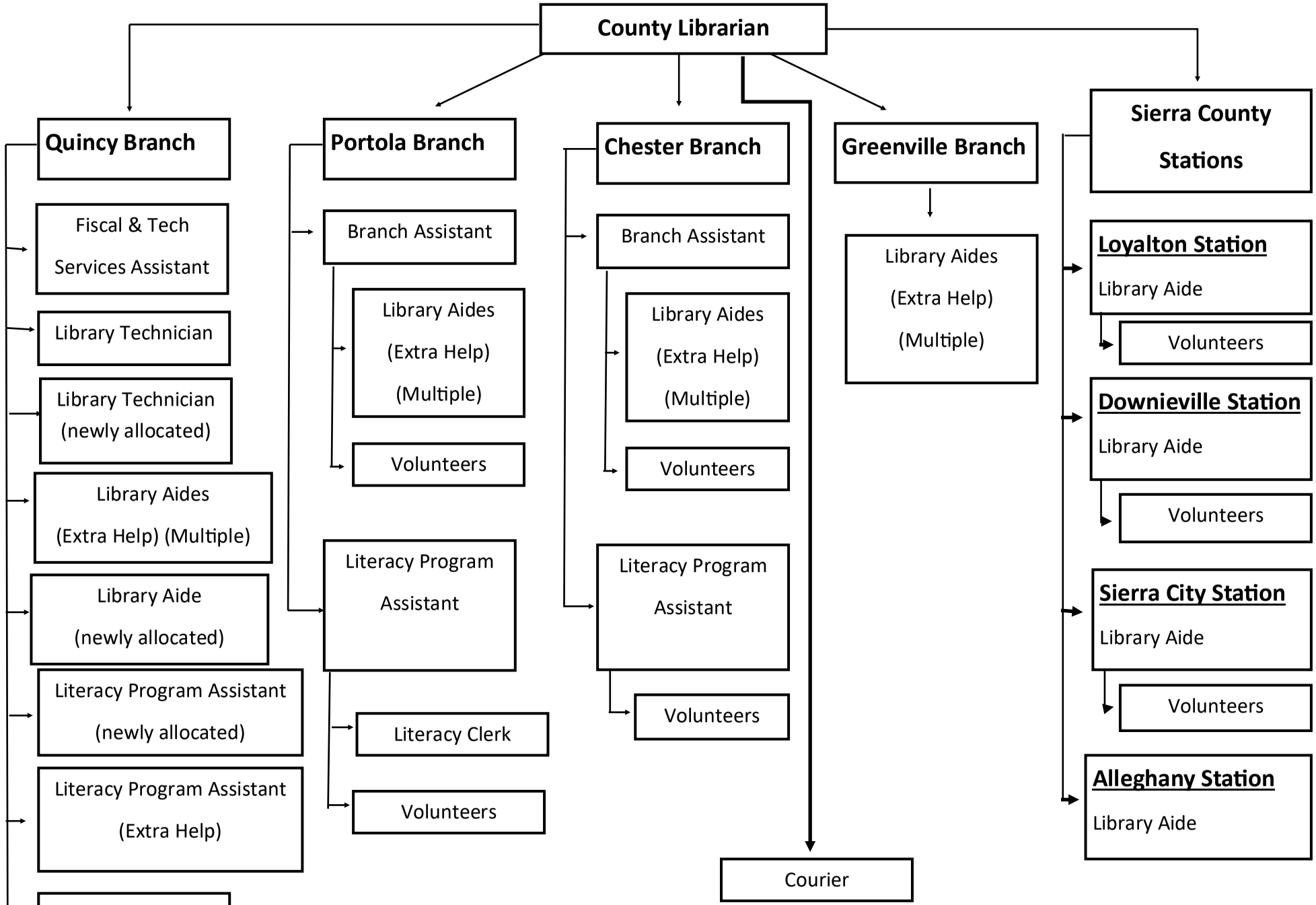
Library Branches are county-owned facilities run by Plumas County employees. Library Stations are library outlets in non-county owned facilities, run by Sierra County employees. The major functions of branches and stations include:

- making the public aware of Library services
- circulation and all related tasks
- answering basic reference questions and referring unanswered questions to Headquarters
- providing programs and services for their local community
- prepare bins or other formats for delivery service

Bookmobile

Due to the destruction of the Greenville library branch in the Dixie Fire of August 2021, and through the *Stronger Together: Improving Library Access* grant, Plumas County Library uses a bookmobile in Greenville and surrounding areas until the library can be rebuilt. (This project was supported in whole or in part by funding provided by the State of California, administered by the California State Library.) The bookmobile has its own appendix to the policy manual. We offer gratitude to the Plumas Unified School District for letting us use a classroom on their campus to temporarily house the Greenville library until the bookmobile is delivered in 2024, the people and groups who contributed funds and materials in the aftermath of the fire, and Quincy Friends of the Library for tracking the funds and organizing material donations.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



Philosophy of Library Service

The Plumas County Library's primary role is to provide excellent public service while fulfilling the library's mission. Staff should make patrons feel welcome and comfortable when using library services and maintain branches and stations in a manner that is inviting, professional, and well-organized.

The following principles of public service should serve as guidelines in all transactions with public and staff:

1. The Library supports intellectual freedom and protects the democratic right of all its users to freedom of information. This includes the right to read, receive, and express ideas and the right to acquire skills to seek out, explore, and examine ideas. Library users have the right to locate and retrieve information unimpeded by fees, age limits, separate collections, or other restrictions. It is the responsibility of staff to place the principles of intellectual freedom above personal opinion when selecting and providing resources.

2. The library offers the same respect, the same helpful friendly manner, and the same quality of service to all.

3. Library staff will treat all questions and requests seriously and in a nonjudgmental way. All requests for information are considered confidential (see Confidentiality of Information, page 8).

4. Staff will try to be flexible in meeting library patrons' needs. Whenever possible, judgment calls will be made in the patrons' favor.

5. Library staff will use their knowledge of library resources to fulfill requests in a timely manner, or else present alternatives when requests cannot be met immediately.

6. Staff will be familiar with library policies and, if asked, be able to explain the policy and the purpose of the policy to patrons.

The Plumas County Library supports the American Library Association Library Bill of Rights, as well as the American Library Association’s Freedom to Read and Freedom to View statements. (See Appendix B, C, and D.)

California State Library Laws

Library policies are written to adhere to California State Library Laws (www.library.ca.gov/laws/index.html). Even-handed and objective enforcement of library policies is necessary to protect the constitutional rights of all citizens.

Confidentiality of Information

Library patrons have the right to confidentiality of their reference requests, reading habits, and library use patterns. Staff should never discuss a patron's registration information, delinquency status, borrowing records, Internet use, or requests for information with other patrons, including family members.

> Exception: Staff may inform the guardian listed on a child' account about their delinquency status. This can include the title of any missing or damaged materials, or fines related to their delinquency status. Once a child's books are overdue, they are the responsibility of the guardian.

Requests for patron information from anyone claiming to represent law enforcement should be referred to Headquarters immediately.

Appropriate Dress for Library Staff

As a Plumas County Library employee, you represent our libraries, and your appearance is taken as a reflection on our department. Library and Literacy staff are expected to dress in a manner that is safe, neat, clean, and professional.

Appropriate attire should be worn during all work hours, and whenever staff is representing the library at an event or training program, whether on or off the premises.

The following list of inappropriate articles is not inclusive, but should serve as a guideline:

- sweatshirts or sweatpants
- see-through clothing
- overalls
- shorts, capri length okay
- t-shirts with pictures, slogans or logos (library/read logos ok)
- strapless, spaghetti-strap or tank-tops (shoulder straps should not be thinner than 2 inches)
- low-cut or backless tops
- any outfit which shows bare midriff
- any open toed shoe

Please consult your supervisor if you have any questions about the appropriateness of a particular clothing item.

Rules for Library Behavior

Library rules are for the comfort and protection of all who work in and use the library. Patrons are expected to be cooperative with library staff and help maintain an environment conducive to enjoyable use of the library by all.

No patron shall interfere with the reasonable use of library facilities by other patrons.

Parents are responsible for the behavior and supervision of their children.

Cell phone calls should be taken outside the library.

The volume on all electronic devices, including library computers, must be inaudible to others.

You are required to wear (1) a shirt or other covering of the upper body; (2) pants, shorts, skirts, or other covering of the lower body; and (3) shoes or other footwear.

The following are prohibited:

Food or beverage

Smoking

Sleeping

Solicitation of any kind

Blocking library entrances with bicycles, strollers, animals, or any activity which interferes with any person's comfort or safety.

Skateboarding, roller-skating & rollerblading on library property.

Improper use of library computers as defined by library's computer usage policy.

Disturbing or annoying anyone with loud or unreasonable noise.

Harassment: "harass" includes any verbal or non-verbal conduct which is reasonably likely to embarrass, frighten, anger, or annoy a person to the extent that the person's use of the library is unreasonably curtailed by the conduct.

The library staff on duty has the right to request a user to leave the premises if they are found to be violating any of the library rules.

Friends of the Library

Each library service area is encouraged to create and maintain a Friends of the Library group. In many communities, these groups are already established as private non-profit organizations. Friends of the Library groups can provide valuable community input, offer suggestions for new and improved library services, and volunteer to help implement improved services. Friends can also serve as a powerful advocacy force, raising community awareness about library issues, and raising funds to support library services.

In some cases, Friends of the Library may raise funds for a particular purchase, such as computer(s), furniture, or a capital improvement project. All purchases must be pre-approved by the County Librarian. All items purchased for the library become the property and responsibility of the library.

Library staff are responsible for maintaining positive relations and regular communications with their local Friends group. When they should be a factor in Friends' decisions, staff should explain Library priorities, policies, and procedures. Staff are expected to keep the County Librarian informed about Friends' interests and plans, and work with the County Librarian to determine branch needs.

Each Friends group is responsible for following all rules and regulations that pertain to them, including their own bylaws, the Brown Act, and conflict of interest laws.

Donations / Gift Policy

The Plumas County Library welcomes donations of books and other materials in good condition. Some items may be added to our collection or passed along to Friends of the Library.

Because of limitations of space, money, and staff, the library does reserve the right to accept or discard, at its discretion, any donated materials. All donations become the sole property of the library. Items may also be passed on to Friends of the Library.

We will accept fiction and nonfiction, hardcover and paperback, items for all ages, audiobooks, and commercial DVDs and CDs in their original packaging. We also accept some non-traditional materials for the tool lending library. If a donated magazine or newspaper subscription was not pre-approved by the County Librarian, or if it no longer fits the material's selection criteria, it may be discarded on arrival.

The library does not accept items in poor condition, including but not limited to items that are dirty, dusty, stained, water damaged, mildewed, have excessive notes or highlighting, scratched or worn media, materials with torn pages, excessively worn covers, and/or damaged bindings. The library also does not accept textbooks, individual magazines or newspapers, pamphlets, encyclopedias, or dictionaries without prior approval from the County Librarian.

Please bring donations during library open hours in small boxes or bags that can easily be carried. Library staff are not able to pick up donations from a person's home and are generally

unable to carry boxes into the library from vehicles. For donations larger than three bags/boxes, please contact the library first; they may connect you to a Friends of the Library member to accept larger donations, and/or suggest a specific time/date for the donation instead. Donations should not be left on the porch and/or in the book drops.

Your donation is tax-deductible. However, by law, library staff cannot determine the value of a donation for IRS purposes. They will provide a notice acknowledging the donation made to the library upon request.

Adopt a Book

You can adopt a book, audiobook, or DVD in honor or memory of a friend or family member. With prior approval by the County Librarian, you can donate a specific item and we will add a bookplate with the person's name. (Without prior approval, all donated items are subject to the same terms and therefore the item may not be added to the collection.) You can also donate funds and request they be used to buy specific genres, subject areas, or material types and we will add bookplates to the items bought with those funds. All adopted items are subject to the same weeding practices as all other materials.

Monetary Donations

Monetary donations can be made to the library (checks labeled to Plumas County Library) or to the Branch's Friends of the Library group (checks labeled with the specific Friends of the Library group name.) Donors may request materials be bought for a specific Branch location, genre, or format, but the library reserves the right to disregard those requests at any point in the donation process. Funds can be donated as cash, checks, or money order.

Volunteers

Library and Literacy volunteers provide a valuable service to the library and to the public, and the library appreciates their dedication and their work. By performing a variety of daily routine tasks and "behind-the-scenes" clerical work, volunteers can free library and literacy staff to provide improved services to the public.

Staff are not required to recruit volunteers, but doing so can build strong ties with the community and improve services. Even so, staff are encouraged to carefully weigh the benefits of volunteer labor with the time required to train and supervise them. Volunteers should never be left alone in the library or be used to the extent that the running of the library is dependent on their service. Volunteer work should never interfere with the work of library staff.

Some tasks which are appropriate for volunteers are:

- Shelving items, shelf-reading, dusting shelves, and otherwise organizing and tidying shelves.
- Assisting with programs
- Assisting with the general organization and tidying of the library
- Tutoring

Volunteers should be willing to commit to work regularly scheduled hours for a period of at least three months. Volunteers should notify staff if they will be unable to work their regular hours. Branches and stations should keep a sign-in sheet for volunteer hours worked and send monthly reports to Headquarters.

Volunteers who work in public areas are representatives of Plumas County Library, and are expected to follow dress code, confidentiality, and public library behavior policies. Volunteers who are unwilling to follow volunteer policies will be asked to discontinue their service.

All volunteers must complete the county's volunteer application process, including the application form and LiveScan background check, as well as any additional training to perform assigned tasks. Volunteers must be at least fifteen years old and those under eighteen require guardian permission.

When working with volunteers:

- Make sure they understand time commitment and policies
- Make sure to clearly explain what you expect them to do
- Thank them every time!

Community Service Hours

The library is open to members of the community needing to complete community service hours, but, due to staff and need, may not always accept them. The library will work with the person on probation to see if they can accommodate their hours request.

People performing community service hours are not regular volunteers and do not serve as representatives of Plumas County Library. Any patrons who require help should be directed to staff members. They do not have access to any confidential information.

Some tasks which are appropriate for community service hours are:

- Assisting with the general organization and tidying of the library, especially the back office.
- Prep for programs such as cutting up items for craft projects.
- Bundling or cutting up flyers

II. SAFETY & SECURITY

Illness & Injury Prevention Program

Each library is responsible for having a copy of the updated version of the IIPP (available online at www.plumascounty.us). Staff should be familiar with the IIPP and know their responsibilities for identifying and reporting safety issues.

Code of Safe Practices

The following codes are designed to create a safe library work environment. Staff will:

- Make sure to lock all computers when not in use, especially if you step away from them.
- Not keep passwords by computers or where someone can come across them, and report immediately if a password may have been compromised.
- Use a step stool when shelving items on shelves that are too high to reach.
- Not shift or sort books that are above shoulder height.
- Not use a chair or a book truck as a step stool.
- Not stand on the highest rung of ladder.
- Not allow members of the public behind the counter.
- Keep the money drawer secure.
- Stretch every couple of hours during work.
- Ensure that all walkways are clear and unobstructed.
- Wear appropriate shoes for the library.
- Not hold the phone with your shoulder for long periods of time.
- Look in book drop to check the condition of items before removing items.
- Wear gloves when removing items from book drop if items are wet or in questionable condition.
- Not use fewer than two people when moving tables longer than 3 feet.
- Not pull carts/will push carts.
- Keep copier lid closed when not in use.
- Keep paper cutter lever on lock when not using.
- Not stack more than 3 bins on a dolly at a time.
- Follow closing procedures for the library branch and ensure that the building is secure before leaving the premises.

Building Security

Branch staff are responsible for the security of their branch and should have a clear opening and closing procedure for substitutes to follow in their absence. (Opening/closing procedures for the specific outlet are added as Appendix A.)

In Case of Emergencies

Staff should call 911 for any potentially life-threatening situation. Staff may call Sheriff dispatch in cases of non-threatening disruptive patrons who refuse to cooperate with staff.

Branches should call Headquarters whenever they have had an emergency, after they have contacted 911 and/or dealt with the incident at hand, including:

- building emergencies (call Facilities Services, 283-6299)
- patron complaints or disruptive patrons
- injuries involving patrons or staff
- vandalism, or any situation which requires you to call the Sheriff

Maintenance Responsibilities

Being onsite day to day, branch staff are able to identify and report maintenance issues. Branch staff should report needs for regular building maintenance directly to Facilities Services. Any requests for building improvements or changes should be sent first to the County Librarian.

Power and Internet Outages

When a power outage occurs, staff should call the branch's electricity provider for information about the outage.

Branches should then contact Headquarters with information about the power outage. Headquarters should contact branches if power is out at HQ.

If power is estimated to be out less than 2 hours, staff should remain at work, and check out items manually (see below). Staff should close bathrooms, and the entire building if conditions are unsafe for the public or staff.

Manual checkout in case of power outage:

- Use hard copy of manual checkout form.
- Write patron's library card number on form.
- Write each book's barcode number on form. Limit patrons to 3 items.
- When power is restored, all checkouts must be entered into circ. Call HQ for help if needed.

Manual checkout in case of internet outage:

- Use Word doc titled "offline checkout form," which should be stored on circ computer desktop or in documents folder.
- Barcode scanner will work as usual. Scan library card and book barcodes to enter numbers into form.
- Limit patrons to 3 items.
- When internet service is restored, all checkouts must be entered into circ. Use copy and paste to enter barcodes into Koha. Call HQ for help if needed.

Check-in

Any materials checked out using the automation system cannot be checked in until the system is working again. Set all returned books aside until system is working.

Renewals

- Write down patron's library card number and book titles.
- When system is working, look up patron record.
- Click box next to each item to be renewed.
- Click on "renew."

NOTE for circulation during outages:

Clear any fines which result because the system was down. If the problem lasts longer than the day, make sure to mark Koha's calendar so the system will not add late fees for the date range it is unavailable. If staff cannot accomplish tasks after the system is back up on the same day, make sure to remove any potential late fees. For example: The book was due Friday. The patron calls Saturday to renew, and the system is down, so staff renew the book on Monday. The patron will show a fine that staff need to clear.

Inclement Weather

The safety of the public and staff is our primary concern. If a winter storm warning has been declared, and snow is falling at such a rate to make entrance to the library building unsafe (unplowed paths and unsafe driving conditions), staff should contact the County Librarian with a request to close the building. If the CAO and County Librarian are not available, staff should use judgment, and may retroactively request release with pay. (County policy states "In the Board's absence, only the County Administrative Officer (CAO) can declare the closing of offices and the releasing of employees with pay.")

Fire Season

The safety of the public and staff is our primary concern. If an evacuation warning has been declared, staff can contact the County Librarian with a request to close the building. If the CAO and County Librarian are not available, staff should use judgment, and may retroactively request release with pay. (County policy states "In the Board's absence, only the County Administrative Officer (CAO) can declare the closing of offices and the releasing of employees with pay.") If a fire evacuation order has been issued, immediately close the building and evacuate all patrons and staff. Contact the County Librarian as soon as it is safe to do so.

III. CIRCULATION POLICIES AND PROCEDURES

Most important reminders:
Check the screen after each transaction.
Read all screen messages carefully.
Call Headquarters if you are not sure what to do.

Library Cards - Policy

A file of all Plumas and Sierra County Library patrons is maintained in the Library's Koha database.

Library cards are issued free of charge and are required for anyone wishing to check out library materials. All library patrons in good standing, regardless of age, have access to all library materials and services. Library registration information should be updated whenever a patron changes address or phone number.

You can obtain a free library card by registering in person, or you can apply online for the digital card only.

To get a card in-person, you will need to show either a valid California Driver License of your current local address, or one form of ID showing proof of who you are (which must include your picture and name) and another document showing proof your current mailing address in California. (ID includes utility bill statements, student ID, leasing agreement, car registration, mail delivered through USPS, passport, insurance card, property tax receipt, and so on.) The names on both documents must match.

Guardians are required to sign for children's cards and take fiscal responsibility. Guardians must be over 18 years old and have some responsibility for the child.

Patron Types

- **Adult Plumas or Sierra County Residents:** If you are a resident of Plumas or Sierra County, or specified areas of Lassen and Tehama County (Westwood, Clear Creek, Mill Creek, Mineral), you may apply for an Adult Library Card.
- **Juvenile Plumas or Sierra County Residents**: If you are a resident of Plumas or Sierra County, or specified areas of Lassen and Tehama County (Westwood, Clear Creek, Mill Creek, Mineral), between 5 – 17 years old, you can get a Juvenile Library Card. These cards require a guardian's signature, and guardians are financially responsible for all materials checked out on the child's card and must provide proof of ID. Cards are renewed annually and will be automatically updated to an adult account after the child turns 18 years old.
- **Temporary Adult Plumas or Sierra County Residents**: If you are a resident of Plumas or Sierra County temporarily, on a seasonal basis, and/or are here visiting the area for a

minimum of four weeks, you may apply for a Temporary Library Card. A guardian's signature is required for accounts between 5 – 17 years old; guardians are financially responsible for all materials checked out on the child's card and must provide proof of ID. Cards are renewed annually.

- **Temporary Juvenile Plumas or Sierra County Residents:** If you are a resident of Plumas or Sierra County temporarily, on a seasonal basis, and/or are here visiting the area for a minimum of four weeks, between 5 – 17 years old, you may apply for a Juvenile Temporary Library Card. These cards require a guardian's signature, and guardians are financially responsible for all materials checked out on the child's card and must provide proof of ID. Cards are renewed annually and will be automatically updated to an adult account after the child turns 18 years old.
- **California Residents:** If you are a resident of California, you can get a California Temporary Library Card. Cards are renewed annually.
- **Out of State Residents**: Residents who do not live in California are required to pay for an Out of State Library Card unless they can show proof of a permanent second home (not business) in California. Out of state visitors may purchase a library card for $25.00. Cards are renewed annually for $10.00.
- **Digital/Online Only:** If you are a resident of Plumas or Sierra County, or specified areas of Lassen and Tehama County (Westwood, Clear Creek, Mill Creek, Mineral), temporary or permanently, over the age of 12, you can get an Online Only Library Card. You can get this card over the phone or through email, and you only need to provide your name, local mailing address, and phone number or email address. All digital cards are tied to physical cards (which will automatically be sent to the branch closest to your mailing address) and can be updated to a regular account at any time by coming into the library with proof of ID. This card gives you access to all digital services, but no physical services.

NOTE: Feather River College students with a local address (including their dorm room) can get an Adult Library Card or they can use the FRC Library address to get an Online Only Library Card.

See the Loan Limits on page 21 for each patron category.

Library Cards -- New Registration

1. Ask patron if they are a permanent or temporary resident of Plumas or Sierra County.
2. Verify the patron is not already in the database. (You are usually checking by the patron's last name. However, keep in mind last names can change and be careful about nickname vs full name when looking people up.)
   * If registration exists, see policy for Library cards – Lost (page 19).
3. If they are getting any card but the Online Only Library Card, ask to see proof of name and mailing address. They can either show a valid California Driver License, or one form of ID showing proof of who they are (which must include their picture and name) and another document showing proof their current mailing address. (ID includes utility bill statements, student ID, leasing agreement, car registration, mail delivered through USPS, passport, insurance card, property tax receipt, and so on.) The names on both documents must match.

4. Have the patron fill out the correct registration card in ink (white: permanent; green: any temporary) and verify guardian's signature for Juvenile Library Cards. Patrons do not have to provide an email address. Use their ID(s) to make sure the information on the registration card is correct.
5. Make sure you are matching the ID to the registration card, not to the screen as you fill it out; if the account is not completed and/or needs to be reviewed, the registration card will have the information we base the account on and we will not have access to their ID to check it is correct.
6. In Koha, you will go to the Patron's screen -> click "new" -> pick the correct account type from the drop-down menu (this can be changed manually, but juvenile vs all other cards have additional fields and must be chosen from the drop-down menu originally) -> fill out the fields.
7. The fields marked in red (first name, surname, zip code, card number, username and password) must be filled out before the account will save. You can complete the red fields and come back to fill in the rest of the fields if you are busy on the Front Desk. The rest of the fields must be completed before the end of day.
8. Username = library card number; password = last four digits of card. (You should scan the library card barcode into the username field rather than hand type it.)
9. If someone goes by a nickname, make sure to put their full name in the "other name" field so in the future if we need to search for the account by name it will pop up whether we look by nickname or original name.
10. Main address refers to the local mailing address. The alternate address refers to the home/residential address, either local or the address temporary cardholders permanently live in.
11. Driver's license number: If out-of-state, enter state abbreviation before #. If the same person is the guarantor for multiple cards, you will need to add something like an asterisk before entering the numbers, as you can only have one driver's license number used once in the system.
12. A patron's email is requested but not required. Leave the field blank if one is not given.
13. Juvenile Library Cards require a guarantor. Even if the guarantor is a patron, it is better to use the "non-patron" field as it provides the juvenile with more privacy.
14. Welcome the patron to the library. You should provide them at minimum with the brochure, but you can hand out other flyers as deemed appropriate.

Note: You can click on the header for the different sections in Koha to minimize/maximize the sections from view.

New patrons may check out a maximum of 3 items on their first visit.

Library Cards – New or Update Registration for Online Only Accounts

See above for the general steps on how to add a new registration, but remember for Digital/Online Only Cards:

1. You only need to fill out the name, local mailing address, and phone number or email address, plus the library card, username, and password.
2. Add the following note under the "circulation note" field: "STOP. PERSON MAY NOT CHECK OUT BOOKS UNTIL ID HAS BEEN CHECKED AND ACCOUNT UPDATED."

3. Send the physical card to the relevant branch with a note of the person's name and that it is for an Online Only account. Each outlet should have a place to store these cards.
4. To update an account from Online Only to a regular account, you will need to verify ID, fill in the rest of the required fields, and remove the circulation note.

Library Card – New Registration for Sierra County Residents (HQ Only)

Sierra County stations who do not have access to Koha will send in the registration card for new patrons. Staff at Headquarters need to follow the registration procedure, and then mail the physical library card directly to the new patron. (Include the brochure and relevant flyers.)

NOTE: If the envelope comes back as undeliverable, contact the station until staff there can double check the mailing address.

Sharing Your Card/Items

Anybody can add permission for another person (spouse or otherwise) to be able to use their library card. If they are not marked in Koha and do not have the physical card, we will not be able to check any items out to them under the library account's name. Patrons are responsible for all damages, late fines, and other fees if the account is under their name, even if someone else used it.

We know sometimes you love a book and want a friend to read it. We request that an item is returned and checked out under the other person's card, rather than just passed to them under your card, as the inaccurate circulation numbers affect budgeting, reports, and collection development. Any items loaned under your account are your fiscal responsibility, even if someone else has damaged or lost it.

Go to the patron's account, click "edit", go to "alternate contact", and fill in the fields with the other person's information.

Library Cards – Renewal

When the "expiration" notice shows in red, verify with the patron their mailing address, phone number, and email have not been changed. If any have been changed, click "edit details" and fix the error, then click "save."

You will need to click the "renew" button whether you edit details or not. The system will automatically update the expiration date of the library card.

Cards can be renewed over the phone, but make sure *staff* are not providing their personal information when checking if their information has changed, but that the *patron* is – this is a safety measure in case the person calling is not the patron.

Out of State Patrons

Before someone who has an Out of State library account can be renewed, they must pay $10.00 for each renewal. (This is separate from if they lost their library card, which is the same $1 replacement fee.)

NOTE: If you suspect that a patron is using more than one name, notify Headquarters.
If a patron moves away or dies, notify Headquarters and the patron account will be deleted.

Library Cards - Lost

Patrons receive their first library card for free. Staff also have the authority to determine if the library card is so damaged from multiple handlings/old (usually this means the barcode is not scannable) that it needs to be replaced at no cost to the patron. Otherwise, cards that are lost cost $1.00 to replace and patron must show ID to make sure the correct account is being looked at. Patrons should inform staff as soon as possible, as any items checked out on their account are their fiscal responsibility; we can put a pause on the account until the card is either found or replaced.

NOTE: When a library card is replaced, that means all digital services using that library card will need to be updated, and accounts/past activity information may no longer be available. If you provide the old and new library card number to the County Librarian, they can usually merge the accounts for Libby/Overdrive to keep all holds, check outs, tags, etc. (This service is only available for Libby/Overdrive.)

To deal with a lost/replacement library card:

1. You will need to check their ID to make sure you have the correct account. Look up the patron by name and click on the correct patron's name when the search results show.
2. Click on the "edit" button at top. (The new Koha update means you do not need to click on the "details" tab first but can access it from the "check out" tab too.)
3. Edit the account and change both the library card number and username to the new library card number. (Make sure you also change the password to match the new library card number's last four digits.) Click "save" and make sure it saves correctly.
4. Go to the "accounting" tab and click "create manual invoice" -> pick "new card" on the drop-down menu under type and it will automatically fill in the description field with new card too -> put $1.00 in the amount. Click "save" not "save and pay."
5. Go to "create manual credit" -> change credit type to "credit" -> put "New library card" or "Replacement library card" under description -> put amount as $1.00 -> click "add credit."

Library Cards - Deleted

If there are no fines or checked out items on the account, a patron's account can be deleted when the patron moves, dies, or otherwise asks. If there are no fines or checked out items on the account, expired patron accounts should be deleted five years after the expiration date. If the patron's home library is a station, make sure the station is aware the person is no longer a patron.

Loan Policy & Limits

New patrons may check out a maximum of 3 items on their first visit.

Loan Policy by Library Material:

Item type	Maximum Checkouts Allowed	Loan Period in days	Fine Amount per Day	Fine Amount Cap	Renewals Allowed	Holds Allowed
All	30	14	$0.10	$3.00	2	30
Audiobooks	6	14	$0.10	$3.00	2	6
DVDs	2	7	$0.50	$5.00	1	2
Tool Lending Library*	3	7	$0.50	$5.00	0	3
Music CDs	5	14	$0.10	$3.00	2	4
State Park Passes	1	14	$0.00	$0.00	0	1
CA Collection	0	0	N/A	N/A	N/A	3
Magazines	4	14	$0.00	$0.00	0	0

Loan Policy by Patron Type:

Patron Type	Maximum Checkouts Allowed	Holds Allowed
Adult Library Card	30	30
Juvenile Library Card	30	30
Temporary (Adult) Library Card	5	5
Temporary Juvenile Library Card	5	5
California Temporary Library Card	3	3
Out of State Library Card	2	2
Digital/Online Only	0	3**

* Technical device tool lending library items only (including but not limited to hotspots, laptops, and tablets) must be returned and back on the shelf for one full open library day before the item can be checked out by the same patron.

****** Card must be updated before they can be checked out

All cards can be used for all available digital services.

Call Headquarters if you encounter any computer message you do not understand.

Checking Out Materials

It is preferable that patrons have their library card to check out materials. If a patron does not have their card, staff may ask for other identification and look patron up by name. Ask patron to verify address information and birthdate. Politely remind patron that it is our policy that everyone presents their card when borrowing materials, and they need to bring it next time. Make a note in patron's account stating, "Patron needs to show card at next checkout." (Make sure to delete this message the next time patron uses their card.) This should be done on a limited basis. If a patron abuses this privilege, inform the County Librarian and the patron will be contacted.

If the patron does not have a library card yet, see "Library Card – New Registration" on page 17. If the patron needs to renew their library card, see "Library Cards – Renewal" on page 19. If the patron lost their library card, see "Library Card – Lost" on page 20.

1. Click "check out."
2. Scan patron's library card number in the check out search box. (If you need to look the patron up by name, you will need to click the "check out" tab for the patron's account first.)
3. Check the "notes and messages" box to find if and how much any fines the patron currently owes are, if there is a note about the patron account that needs to be dealt with, and if the patron has any holds. If the fines are $6.00 or under you can continue to check items out, but make sure to inform the patron they have these fines.
4. Scan the list of any and all items that are currently checked out to make sure they do not have overdue items. Patron may not check out any items if they have materials one month or more overdue (see "Delinquent patrons" page 23).
5. Scan each item. NOTE: WATCH THE SCREEN TO MAKE SURE ITEMS CHECK OUT CORRECTLY. You should count the items as you scan them, and double check the number matches when you finish scanning out all items. (Make sure to account for any items already checked out by the patron when comparing these numbers.)
6. If the item won't check out because a message pops up saying the item is not in the system, check with the County Librarian or Library Technician. If they are not available to quickly add the item back into the system, see if the title is already in the system. If it is, write the title, author, barcode number, and material type and let the patron check the item out; staff will manually check it out to them once the item is re-added. If it is not, set the item aside to be fixed and let the patron know it will be put on hold for them once the issue is resolved.
7. If the item is on hold for another family member, unless that patron has permission to check items out on their behalf, make sure the item is checked out to the original hold.
8. If the item needs mending, mark the item for damages (or inform the County Librarian or Library Technician so they can edit the item's info in Koha to mention it), and then put the item on hold for mending, but check it out to the patron unless the integrity of the book's binding is the issue. In that case, tell the patron the item needs to be fixed first, check the item out to mending, and then put the item on hold for the patron.

9. Uncatalogued items such as Read and Return books or magazines are not scanned. Instead, tally them per your outlet's specific way of tracking uncatalogued circulation numbers.
10. Insert the due date card or stamp the due date slip. Print the receipt if that option is available at your outlet.
11. Make sure to exit out of the patron's account once completed. (Make sure to lock the computer screen if you are moving away from the computer.)

Delinquent Patrons

Patrons may not check out items if they:

- owe over $6.00 in fines.
- have materials more than a month overdue.
- are in Collections or otherwise have a blocked account. [do not override blocked accounts]

Patrons must pay fines to bring them to $6.00 or under or return overdue materials to clear accounts.

Patrons who are in Collections, see page 26 for further detail.

Patrons who are otherwise blocked, staff need to speak to the County Librarian or Fiscal and Technical Services Assistant for further instruction if the patron's account doesn't already have a note explaining why they are blocked. The account must be resolved completely before the block is lifted.

Renewals

Patrons may renew online, by telephone, or in person. Materials may be renewed to their maximum renewal amounts before they need to be checked in and reshelved. Tool lending library items must be reshelved for one full day before they can be checked out by the same person. If the item is not a popular item, new item, on hold for someone else, or an item with a copyright date within three years, staff has discretion to check the item out to the same patron again before it gets reshelved, but this must be done in person and the item must be present.

Items may not be renewed if:

- they are on request for another patron. Staff may not override hold notices unless it is to check the item out to mending or damages.
- the patron's account is blocked.

Barcoded materials may be renewed at any outlet. Uncatalogued materials must be renewed by the outlet they were checked out from.

Renewals – by phone or without item in hand

1. Ask for the patron's name (over the phone) or their library card (in person.)

2. Under the check out tab, check all relevant items and click "renew", or just click the "renew all" button if all items currently checked out are relevant. (NOTE: If you renew an item too soon, it will cut into the full amount of time the potential item is renewable for, so make sure not to click "renew all" if other items were just recently checked out.)
3. Tell the patron the new due date.

NOTE: Make sure you didn't accidentally check any items in.

Renewals – with item in hand

- Click the "renew" option in Koha.
- Scan the item(s) in.
- Tell patron the new due date and stamp due date slip/card with new date.

Checking In/Returning Materials

All library outlets provide a location for patrons to return books when the library is open and may provide a location to drop books off when the library is closed. **Each library's book return is emptied each open day.**

Before checking any item in, inspect it carefully:

If item needs to be mended (showing regular wear & tear):
Headquarters:

- Check item in.
- Check item out to the Mending account.
- Put the item in the mending area.

Branches/Stations:

- Check item in.
- Put the item on hold with the Mending account.
- Send to Quincy Branch.

If item appears to have been damaged by the last patron:

- If the patron is there, inform them the item will need to be sent in for evaluation and they may be charged damages, up to having to replace the book.
- Check item in.
- Check item out to Damages account.
- Add a note to the item with the name of the patron who damaged it and send it in to HQ for evaluation. You should also inform HQ the item will be coming in for damage evaluation.
- Add a note in the patron's account with the item's title, author, and barcode that it was sent to HQ to be evaluated for damages.

For DVDs, CDs, audiobooks, and tool lending library items:

- Check all discs or pieces are there before checking the item in. If they are not, do not check the item in and inform the patron what they are missing.

- If the patron is not there, look up the item, click on the patron's name, and let them know what is missing. Put a note on the item and in the patron's account listing what the item is missing, who the item was checked out to (on the item itself), the date, and if you spoke to the patron or left a message. Keep the item by the front desk and make sure all front desk staff are aware.
- Make sure the patron is aware the item is not checked in, and (if relevant) therefore may continue to amass late fines.

Call Headquarters if you encounter any computer message you do not understand.

Once inspected, check the item in.

There are currently two ways to check items in with Koha. The first way is to click the "check in" tab at the top and scan the barcodes. The second way is to click the "circulation" option in Koha, then click the "check in" option. **NOTE: WATCH THE SCREEN TO MAKE SURE ITEMS CHECK IN CORRECTLY.**

When checking in items from the book drop at the start of the day only, you must use the second way, click on the "check in setting options," and click on the "book drop mode" option before checking in items. The check in box will change color to yellow. This provides the items with the required book drop grace period. (Items left in the book drop before the library opens are considered returned the day before.)

NOTE: Koha has an internal calendar, and each outlet has its own calendar of days marked as closed, whether because of the outlet's closure schedule or because of system-wide holiday closures. Patrons are not charged late fines for those closure days.

Potential messages that may show up when an item is checked in:

- "Item on hold" -> the item is on hold for another patron. Print or write out the hold or transfer slip, and then place it in either your holds section or for delivery to the correct outlet for pick-up. For stations, items need to be mailed.
- "Call HQ! Collections" –> contact HQ and make sure they print out the patron record and add a note that the item was returned. Branches will also print out the patron record, write the note, and send it in to HQ. See "Collections" on page 26 for further detail. Cancel the hold for Collections and shelve item as usual.

Leave blue due date cards in items being returned to another branch. Remove due date cards before the item is shelved.

You are double-checking the shelving location for all new items, and changing it as required. See Appendix N for more detail.

Overdue Items

Every patron with an e-mail address in the Koha system will receive a courtesy e-mail reminder two days before their books are due and an overdue e-mail reminder sent to them unless they have opted out of the service. Items will collect late fines until they are checked in or renewed.

Items renewed will restart the late fines if they become overdue again, and therefore it is possible for a patron to reach the item's fine cap more than once. Offer to renew items for patrons.

CA Collection (Circulation)

Plumas County Library has a large, unique, often out of print collection that focuses on Plumas County and surrounding areas, the Sierra Nevada area, and California in general called the CA Collection. These books are housed at Quincy and cannot be checked out, but may be looked at inside the library. We ask patrons to provide collateral – such as keys - before they view the books.

We have a specific account called CA Collection Books. You will check out the books to that account before providing them to the patron. You can also put those books on hold using this account if someone requests items through phone/email in advance.

NOTE: Koha will ask you a few times if you are sure you want this item on hold.

For Branches, staff can put requested items on hold under this account. When they arrive, they may check the item out to this account and then let the patron view them. When the patron is done viewing them, the Branch will check the items in and then send the items back to Quincy, who will then check the items in again and shelve them.

For Stations, due to common mailing issues, we cannot currently provide this service.

We are working to get all items digitized. Most items in the collection now have a link to a digital version of the item.

Collections

Delinquent patrons with more than $48.00 worth of overdue materials or other fines are referred to the Plumas County Treasurer Collection Division.

Once a patron has been referred to Treasurer/Collections, any and all actions taken on that patron's record must be reported to Headquarters immediately.

Items returned from patrons who have been sent to collections will generate a hold notice for "COLLECTIONS" when checked in. Outlets must contact HQ for them to print out the patron record, and Branches will print out their own copy of the patron's record to send in with the bins. (When possible, contact the Fiscal and Technical Services Assistant at HQ directly.) Print the "check out" tab page, not the "details" tab page, of the patron's account. Add notes for any actions taken, including listing all materials that were checked in and all fines paid.

A patron in Collections must pay all fines at once. If the patron cannot pay the full amount, the patron must contact the Treasurer's office to arrange a payment schedule.

HQ staff will write the following on the patron printout:

- Name of Branch staff you talked to
- Title of books returned and date returned
- Collections account number (in comments field of patron record)
- Amount of fines paid (if no fines paid, write "no fines paid")
- Your initials

Branch staff will write the following on the patron printout:

- Name of HQ staff you talked to
- Title of books returned and date returned
- Collections account number (in comments field of patron record)
- Amount of fines paid (if no fines paid, write "no fines paid"). If the patron pays by check, please put Collections account number on check also.
- Your initials

When writing a receipt, make sure you put that the paid fines were for Collections and the Collections account number (in comments field of patron record). Make sure you are mark the TCC fine on a separate line on the receipt.

Patrons referred to collections MUST be cleared of all fines and overdue items, and cleared of Blocked status by HQ, before they can check out materials. Patrons whose records have been blocked may need to wait one business day after returning materials before their records are cleared. Patrons who pay by check will not have their record cleared until their check clears the bank.

The Fiscal and Technical Services Assistant will make every effort to contact the patron or patron's guarantor at least three times before placing them in Collections.

Once placed in Collections, patrons will be charged a $5 TCC fee by the Treasurer's Dept.

NOTE: After a year overdue, items checked out to a patron in Collections should be marked as "withdrawn" in Koha. Make sure to cancel or move any holds once you withdraw an item. When relevant, you should call the patron and offer them the Zip Book Program to get the item.

Printing a Patron's Record

Patrons can see their entire record, including items currently checked out, fines, and blocks by logging into the online catalog. If a patron requests a printout of their record, make sure you are on the "check out" tab of the patron's account. This is provided to the patron for free.

Mark an Item for Minor Damages

Staff can mark an item for minor damages by searching and clicking on the item in the catalog, clicking "Items", and then under the correct barcode adding a note into the non-public note field. (If the item is damaged by a patron, see "Checking In/Returning Materials".) If the item's minor damages can or should be mended, check the item out to the Mending account and send the item to HQ; otherwise, mark the damages in Koha and add your staff initials.

Library's Fines & Fees Schedule

NOTE: On 9-12-23, the following new prices went into effect. This is not retroactive; people who owe fines previously to 9-12-23 owe the same amount. All item prices were changed to match these new prices, and all items should therefore have a date of 9-12-23 or later for their effective price. If they do not, it means the item was missed in the system when updating prices.

The price entered for the item is just the cost of the replacement item. Patrons will also be charged a $5.00 processing fee (PF) for all lost/replaced items.

Stations do not charge overdue fines. Branches and Headquarters charge the following fines:

Fines

Overdue DVD/video	$0.50 per day ($5.00 maximum)
Overdue lending library items	$0.50 per day ($5.00 maximum)
State Park Pass	$0.00 per day
All other circulating items	$0.10 per day ($3.00 maximum)
Out of state library card	$25.00 for the first year; $10.00 per renewal

Fees for Lost Items

Lost DVD/video	$20.00 + $5.00 processing fee + fines
Lost audiobook and book/CD bundle	$40.00 + $5.00 processing fee + fines
Lost E (board book only) or R	$15.00 + $5.00 processing fee + fines
Lost E (picture book) or J Fic	$20.00 + $5.00 processing fee + fines
Lost J NonFic	$25.00 + $5.00 processing fee + fines
Lost J Graphic Novel (Fic or NonFic)	$20.00 + $5.00 processing fee + fines
Lost YA Fic or NonFic	$25.00 + $5.00 processing fee + fines
Lost YA or Adult Graphic Novel (Fic or NonFic)	$20.00 + $5.00 processing fee + fines
Lost Adult Fic	$30.00 + $5.00 processing fee + fines
Lost Adult NonFic	$35.00 + $5.00 processing fee + fines
Zip Book (before cataloged)	Cost of Zip Book when ordered
Lost/Replaced Library Card	$1.00
Lost tool lending library item	Item prices vary; some items have total costs and specific component costs.

Patrons may choose to buy a copy of the item which has been lost/damaged and give it to the library as a replacement. The item must be in Like New or New condition, and items in poor condition will be rejected. If the lost/damaged item is a hardcover, a hardcover must be purchased, but paperbacks can be replaced with paperbacks or hardbacks. Patrons who purchase a replacement copy still owe the $5 processing fee and any late fines. The County Librarian may approve an item be replaced with a similar item of worth and content, but patrons will always have the option of buying the exact item.

Damaged Items

Damage charges are $1.00 minimum up to the replacement cost of the item. Branches should send damaged items to Headquarters for evaluation and HQ will inform the branch of the cost of the damage. If the item is damaged beyond repair, the patron will be responsible for the replacement cost of the item, plus the $5.00 processing fee. Most items that receive water damage will be replaced due to potential mildew/mold issues. Most audiobooks/DVDs will need to be completely replaced if a disc is damaged/lost. Tool lending library items sometimes come in pieces or kits; some have set prices for specific components and not just the price of the whole item/kit.

Technology Fees

Branches and Stations have separate fees for printing, copying, and scanning depending on the vendor and are subject to change per the vendor's new rates.

Collecting Fines - Koha

Patrons should be notified of any fines owed each time they use their card. They must owe $6.00 or under in fines before they can check out items. If they are in Collections, they must pay the full amount or contact the Treasurer's Dept to set up a payment plan; see "Collections" on page 26 for further instructions in dealing with patron accounts in Collections.

If the patron wishes to pay all or part of the fines owed:

1. Collect patron's money.
2. We currently only accept cash, check, or money order; checks and money orders made out to Plumas County Library. For Collections, you can pay the Treasurer's Dept with a credit card.
3. We only accept bills bigger than $5 if we can make change or the amount they are paying is close to that total.
4. Click the "accounting" tab in their account. You will first be taken to the "transactions" tab, which shows all charges and payments. Check and see if the amount due are based on one late item, multiple late items, a new card, processing fee, or something else. If there is only one item the charges are from, copy the barcode for that item.
   NOTE: If it looks like the total due doesn't match, make sure you are looking at all transactions, which may include multiple pages.
5. Click on "create manual credit."
6. Fill out the fields:
   a. Credit Type: Make sure credit type says "credit" unless discussed and approved by County Librarian.
   b. Barcode: If there is only one item the charges are from (whether these charges come from late fees, damages, or a processing fee), paste the barcode in the barcode field. If there are multiple late fee items, or the charge is for a new library card, leave it blank.
   c. Description: For the description put either "[type of fines] fines paid" or "[type of fines] fines partially paid" plus you always add a dash and then your initials. For example, if someone owes $2.00 in late fees and are paying $2.00, in description staff will write "Late fines paid – XY"
   d. Note: In special circumstances, the County Librarian may request you add a specific note.
   e. Amount: Enter the amount paid.
7. Click "add credit."
   NOTE: Never use the "pay" button on the check out screen. You are only marking payment through the "create manual credit" screen. Never use the "pay fines" option on the "make a payment" screen.
8. Record fines under $1.00 on the daily calendar; record fines $1.00 and over as a receipt. When creating a receipt for payments in Koha, add the patron's name to the receipt. Patrons may always take their copy of the receipt, and it is highly suggested they do so for any lost book charges.
9. At the end of day, create an "End of Day" receipt (where you put End of Day as the patron's name) and put the totals collected on the calendar, separating fines and prints/copies. (See Appendix K for an example.)

Collecting Fines – Prints/Copies/Other Fees

Branches and Stations have separate fees for printing, copying, and scanning depending on the vendor and are subject to change per the vendor's new rates. See Appendix J.

Record fines under $1.00 on the daily calendar; record fines $1.00 and over as a receipt. When creating a receipt for payments of uncatalogued items such as print fees, you can just write "Patron" on the name line on the receipt. Patrons can always take their copy of the receipt if they want it.

You are not recording printing/copying/other fees in a patron's Koha account unless they are Koha-related fees.

Lost Items – Payment & Replacement

A patron who has lost an item will owe charges according to the Library's Fine & Fee Schedule (see page 28). Whenever an item is being replaced/paid for, the patron will also be charged a Processing Fee (PF) of $5.00.

A patron may say an item has already been returned. Check the shelves (you may also request another outlet checks their shelves, especially if the item was originally from that outlet and it is different from the outlet the patron checked it out from) and request the patron recheck their home, car, and any other possible location.

If an item is found on the shelves, apologize, check the item in, and forgive all late fines.

An item is not checked in until it is in hand. If an item cannot be found, the patron will be charged for the item. Add a note to their account that the item is being looked for and/or replaced.

Payment of Lost Item

You would pay for lost items following the same steps to pay any fine, but make sure the patron is aware they can replace the item instead, and Branches make sure you print the patron's record with a note pointing to the item that was lost, amount paid, staff initials, and date. On the receipt, make it clear the cost of the lost item and the Processing Fee (PF) of $5.00.

Replacement of Lost Item

A patron may replace a lost or damaged item instead of paying replacement cost. The replacement item must be the same ISBN and format (hardback vs paperback) as the lost item. Whenever an item is being replaced/paid for, the patron will also be charged a Processing Fee (PF) of $5.00.

If the lost item is out of print, or if the system already has enough copies, an item of comparable value may be substituted with Headquarters approval.

If the replacement is due to damage, and it is available, once the book is replaced or paid for, and the original item was withdrawn from the system, they may have the damaged copy. Items may be discarded by staff though.

A patron who replaces a lost item may not have the replacement back if they should locate the lost item.

Lost Items - Recovery of a Lost Item

If a patron finds an item which they have paid for, they must return it to the branch within six months and show their receipt in order to receive a refund.

1. Return item to Headquarters with a note. Give patron's name, address, date of payment and receipt number.
2. Make sure to inform the Fiscal and Technical Services Assistant.
3. The County Auditor will issue a refund check and mail it directly to the patron.

Deposits

Headquarters

All collected money should be tallied daily. When working the Front Desk, you will mark either the calendar (under $1.00) or the receipt book ($1.00 or over). When your shift at the Front Desk is over, collect all money and put it in the appropriate envelope in the filing cabinet, then fill out the front sheet with the date, your total, and initials. Remember, all Friends of the Library money is separate and is put in the FOL-marked envelope.

Branches

All collected money should be tallied daily and sent to HQ weekly in the bin delivery. All money will come with an attached deposit slip where you total fines, printing (and copying when relevant), and lost items, the complete total, and then add your staff name and date. (See Appendix K for an example of the deposit slip.)

Stations

When money is collected for Koha (either for a replacement card or for a damaged or lost item), mail the money in with a note explaining what it is for, who paid it, and when. You can wait until the end of the month and mail it in with the required monthly documents to save on postage. However, let HQ know this money was paid as soon as you receive it.

IV. CATALOG SEARCH AND PLACING HOLDS

Patrons have access to the whole Plumas County Library collection. Patrons may also request items through the Zip Book Program or through a yellow request slip if the collection does not have an item. (If the only copy of the item is marked as lost, it is treated as if it is not in the collection.)

Catalog Search

In Koha, you have the option to do a simple search of a title, author, or keyword, but results may be returned with incorrect items. You can also click on "Advanced Search" and narrow or expand your fields as needed.

At the top of the Advanced Search page, you can use Boolean Searching to help find your item. It is suggested you use keyword, author, or title. You can use more than one search box.

- Using "and" means search results should include all the words used, and items that connect the concepts together. (Think of the middle of a Venn diagram.)
- Using "or" means search results will include one or the other. This is used to help expand the scope of your search.
- Using "not" means search results will remove the items that include the "not." This is good for distinguishing between two concepts with the same words: for example, "cardinals not baseball" should provide results about the bird cardinals, not the baseball team.

You can also narrow your search by limiting the item type. For example, just clicking on DVD will mean you are only getting the search results for movies, and not books. You can also just click on an item type, without filling in the search boxes above, and see every item in that item category. (This is good for categories with a smaller number of items, such as the Tool Lending Library.)

The next section of the page also lets you limit and filter options. (It is suggested you don't use the "Limits" and "Subtype Limits" sections.) Under "Location and Availability," you can narrow search results to a specific outlet and narrow search results to items currently available, meaning they are on the shelves and are not checked out, marked as missing or lost, or on hold for someone already. This is handy if you need the item immediately and cannot wait until it is put on hold.

The "Sorting" menu also lets you pick the best way to see the search results. It defaults to "relevance," but it may make more sense to look at the results based on copyright date (date the item was actually published), acquisition date (date the item was added into the catalog; a lot of our items added to the collection is through donations, so the item may be a few years old but is new to the collection), title, or author. Sorting by call number can help you put the nonfiction books in order so you can follow the flow of the shelves, rather than dart back and forth to grab them all.

NOTE: Koha is not google and will not autocorrect a mistake. Make sure you spell the author's name and title correctly, or it may not appear. You can always google a series to get the correct order of a book series or clarify the spelling of a title/author. It is suggested you use one of the 'recommend reading links' available on the website (see Appendix L for list too) to help find titles or authors patrons may want, especially for fiction.

Holds - Placing Holds

The library catalog is available online 24/7 at www.plumaslibrary.org. Patrons need a login and password to place online holds; the default login is patron's library card number and last four digits of their library card. Patrons may also ask staff to place an item on hold for them.

1. Find the item in the catalog and click on the title to open the record. Remember, the same title may have more than one record due to format.
2. Click "Holds"
3. Enter the patron's name or library card number. (Make sure you click on the correct patron's name if more than one name pops up.)
4. Double check the pickup location is correct.
5. If there is only one copy in the system, leave the default checkmark next to "Hold next available item" and click on the "place hold" button.
6. If there is more than one copy in the system, you may want to specify which item should be put on hold. Double check the pickup location is correct and click on the "place hold" button.
   NOTE: Your first choice is an item at the same outlet the patron will pick up from. Your second choice is another Plumas County Branch; keep in mind the bin delivery route, and that an item going from Chester to Portola (or vice versa) will take longer than an item going from Quincy to either branch (or vice versa) or Greenville to Chester (or vice versa). Your third choice is a Sierra County station, and you will also need to email the station directly to let them know the title, author, barcode, and call number of the item and where it is being sent to and for which patron.

Item Not Found in Catalog

Patrons may also request items through the Zip Book Program or through a yellow request slip if the collection does not have an item. (If the only copy of the item is marked as lost, it is treated as if it is not in the collection.) We suggest the Zip Book Program (when applicable) first.

For the yellow request slip, at minimum make sure the patron's name, date, pick-up branch, title, and author are listed. If the item is purchased and/or donated within a three-month period, the item will be put on hold for the patron once it is added to the collection.

Holds - Pulling Holds: Holds Queue and Transfers to Receive

HQ and Branches - Daily

The holds queue should be checked periodically throughout the day, especially at the start of the day and the end of the day before bin delivery pick-up. The holds queue will update every hour or so.

1. In Koha go to "Circulation" and then "Holds Queue."
2. Change the drop-down menu to the correct location.
3. Leave the item type, collection, and shelving location to the default "All" option.
4. Collect all items on the holds queue list and check each item in.
5. You will be prompted that the item is on hold.
6. "Item on hold" -> the item is on hold for another patron. Print or write out the hold or transfer slip, and then place it in either your holds section or for delivery to the correct outlet for pick-up. For stations, items need to be mailed. Please email the station so they are aware of the item coming in the mail.
7. "Call HQ! Collections" –> contact HQ and make sure they print out patron record with note that item was returned. Branches will also print out the patron record, write the note, and send it in to HQ. See "Collections" on page 26 for further detail. Cancel the hold for Collections and shelve book as usual.

If an item cannot be found, have another staff member look. If two staff members cannot find the item, when applicable you can also request another outlet look for the item. If the item cannot be found, contact HQ and have the item marked as "missing" in Koha. (If the item is later found, once it is checked in the "missing" mark will automatically be removed.) Inform the County Librarian if it is an item you believe should be re-bought due to popularity and lack of other copies.

Stations - Weekly

For stations that are not able to use Koha, HQ will check the holds queue under their name and email any items listed.

HQ and Branches - Monthly

At least once a month, if not more, staff at each location should go to "Circulation" and then "Transfers to Receive" to make sure no items have gone missing after they were sent to another location. Keeping in mind the bin delivery schedule, items between branches should not be more than 14 days old, and especially not over 21 days old. (Items going to/from stations may be older.) It is your responsibility to first check your outlet's shelves for the item, and then contact the outlet the item is being sent to and ask them to look for the item, as well as HQ. Items need to either be checked in when found or marked as missing, do not just click the "cancel transfer" button.

Note: If an item was put on hold and ready for pick-up, the item will not show in this queue.

HQ and Branches - Monthly

For stations that are not able to use Koha, HQ will check the transfers to receive queue under their name and email any items listed.

Holds – Sending Holds to Other Locations

Print or write out the hold slip, which includes the location the item is being sent to and the name of the patron. (Put the name as last name, first name.) When received, you still need to check the item in so the patron is automatically notified by email about their hold and so we can track the item in Koha.

When sending holds to the stations, email the station so they are aware of the item coming in the mail. After the item is returned from the station, make sure the patron's hold has been removed.

Holds - Notifying Patrons About Holds

Every patron with an e-mail address in the Koha system will have a notice sent to them when the item is ready to be picked up. Call patrons as soon as their requested items arrive. Respect the patron's confidentiality and avoid announcing their requested title in front of other patrons. Keep patron requests behind the desk.

Give patrons a maximum of ten days to pick up their requested items. If the patron does not pick up the item or request the outlet keeps the hold on the shelf longer than ten days (assuming there is no other hold on it), cancel the patron's hold (see below) and go on to the next request, or return the item to shelf.

Due to the nature of the collection, Tool Lending Library items that have additional holds on them are only kept on the shelf for five days.

Holds - Canceling a Hold

A hold should be cancelled if a patron does not pick up an item in ten days, or if the patron does not still want the item. You can cancel a hold through the item itself or the patron's account.

Cancel by Item:

1. Find the item in the catalog.
2. Click on the "Holds" tab of the item. You will see all hold items listed.
3. You can either click the box next to the patron's name and then click "cancel selected," or you can click on the red trash can/delete button to cancel the hold.

Cancel by Patron:

1. Open the patron's account.
2. On the "check out" tab, click the "holds" tab.
3. In the column "cancel hold" change the answer from "no" (default) to "yes".
4. Then click the "cancel marked holds" button.

Holds - Suspending a Hold

Sometimes a patron wants to place an item on hold but will not be able to pick it up immediately. They can still place the item on hold, and then suspend the hold with a future date. Again, you can do this by going through the item or the patron account.

Suspend Hold by Item:

1. Find the item in the catalog.
2. Click on the "Holds" tab of the item. You will see all hold items listed.
3. In the last column is the ability to suspend an item. (Make sure you add a date before clicking the "suspend" button, or the item will be suspended indefinitely.) You can only suspend an item one at a time through this method.

Suspend Hold by Patron:

1. Open the patron's account.
2. On the "check out" tab, click the "holds" tab.
3. If you are suspending one item, in the column "suspend hold" click the suspend button for the item you want to suspend. A pop-up window will appear and you can enter in any date, then click "suspend." (Make sure you add a date to the suspension, or the item will be suspended indefinitely.)
4. If you need to suspend multiple items, you can fill in the date at the bottom of the screen and click "suspend all holds." (Again, make sure you add a date to the suspension, or the item will be suspended indefinitely.)
   NOTE: You can technically suspend item(s) without adding a date, and then click under the "suspend?" column the "resume" button when relevant, but it is recommended you always add a date.

Holds - Re-Prioritizing a Hold's List

When you go to an item's holds list, you can change the holds queue order. This is not recommended and should only be used in unusual circumstances and/or with County Librarian permission.

V. COURIER SERVICE/BIN DELIVERY

Plumas County Library delivers materials to Branches through a weekly bin delivery service (usually through a county vehicle) and Stations through the mail system. Items may also have planned one-time pick-up/drop-off date outside of the mail system. Branches should use the courier service as much as possible for shipments.

Boxes should weigh no more than 25 pounds and should not be overpacked. Generally, you will pack between 8-14 books (depending on format). Please do not send loose items. Pack all small and flat items in envelopes, and place envelopes flat in boxes.

Hot Box

Each branch has a labeled "hot box" for items requiring immediate attention. Please be sure to pack the following items in your hot box:

- Items on hold
- Deposits and monetary donations
- Reports, timecards, notes, and other documents
- Replacements for lost items
- Items damaged by a patron
- Requested specialized items, documents, or materials by the County Librarian

Other Boxes

The following items should be packed in a separate box when possible:

- Weeded books
- Mending
- Books in transit to another branch (not on request)
- Donations
- Duplicates

Note: Due to space restrictions, the “hot box” and “non-hot box” items may be intermingled to make the most efficient use of packing space and maintain the 25-lb. limit.

Make sure to send non-needed empty bins back to HQ.

Deliveries

When a bin delivery arrives, check in all books. Books in transit to your branch will show message “Item not checked out” or the patron’s hold request. Books should be on the shelves within two days of delivery.

Branches and stations should check Koha’s circulation “Transfers to Receive” list (see page 35) on a minimum monthly basis to make sure all items being sent to other branches/stations have been correctly checked in. It is your responsibility to find items on shelves and check them in or report them missing if both the sending and receiving outlet cannot find the item.

VI. COLLECTION & COLLECTION DEVELOPMENT POLICY

The Collection Development Policy provides guidelines for the selection, organization, and maintenance of the collection. The Plumas County Board of Supervisors entrusts the responsibility for materials selection with the County Librarian, who in turn delegates selection of library collections to designated staff. Individuals and groups will have access to a library collection that meets separate and diverse interests, backgrounds, cultural heritages, social values, and needs. This collection is not concerned with being completely comprehensive and some subject areas are collected in greater depth than others, as a reflection of current use and demand.

The Plumas County Library adheres to the American Library Association's Library Bill of Rights, Freedom to Read and Freedom to View statements. The collection recognizes that the library is a community resource for people of all ages, races, creeds, national origins, sexual and gender orientations, and political and social views. The existence of a particular viewpoint in the collection is an expression of the library's commitment to intellectual freedom and not an endorsement of that particular point of view. Not all materials may be suitable for all members of the community.

Materials Selection

Decisions about adding materials to the library collection are made through the application of general selection criteria, regardless of whether the material under consideration is purchased, donated, or received through programs like the Zip Book Program. General criteria for selecting material include but are not limited to:

- Content of the work and its significance or contribution to the diversity or breadth of the collection
- Evaluation of the work in professionally recognized critical review sources
- Authority, significance, competence and purpose of the author, producer, or publisher of the work
- Quality and suitability of all formats
- Accuracy and timeliness of the material
- Expressed and/or perceived interest or demand for the material in the collection
- Popularity of the work and/or author
- Local interest or community relevance
- Effectiveness and suitability of the format for the library
- Impact on the materials budget
- Availability
- Vendor packaged content
- Suggestions from patrons are evaluated based on the above criteria. Self-published and self-produced works are considered using the same criteria.

Digital materials bought under NLS Library-to-Go, the CA State Library, or other organizations the library partakes in follow their Collection Development Policy.

Collection Maintenance

The collection is continuously assessed. General criteria evaluating whether an item should be removed from the collection include but are not limited to:

- Accuracy
- Obsolescence
- Availability of similar materials
- Local community needs and interests
- Historical value
- Check out history
- Space in the library
- Physical condition
- Materials that are no longer of value or of interest to the public are withdrawn from the collection and may be sold, recycled, or discarded.

Gift Policy

The Plumas County Library welcomes donations of books and other materials in good condition. Some items may be added to our collection or passed along to Friends of the Library. Because of limitations of space, money, and staff, the library does reserve the right to accept or discard, at its discretion, any donated materials. All donations become the sole property of the library.

Gift subscriptions to periodicals must be approved by the County Librarian prior to arrival. Unapproved subscriptions and periodicals that no longer fit the material's selection criteria may be discarded directly.

Monetary donations can be made to the library (checks labeled to Plumas County Library) or to the Branch's Friends of the Library group. Donors may request materials be bought for a specific Branch location, genre, or format, but the library reserves the right to disregard those requests at any point in the donation process.

Donations of Books and Other Materials – FAQs

What items can I donate?

Clean and gently used:

- Fiction and Nonfiction
- Hardcover and Paperback
- Books for any audience age
- Cookbooks
- Art books
- Audiobooks
- Commercial DVDs and CDs in original packaging
- Books in other languages

We do not take textbooks, magazines, periodicals, pamphlets, encyclopedias, or dictionaries.

The library does not accept items in poor condition. The following list describes examples of poor condition:

- Dirty, dusty items
- Stained, water damaged, mildewed items
- Materials with excessive notes or highlighting
- Scratched or worn media
- Materials with torn pages, excessively worn covers, or damaged bindings
- Where and when can I donate my books?

Please bring donations during library open hours in small boxes or bags that can easily be carried. Library staff are not able to pick up donations from a person's home and are generally unable to carry boxes into the library from vehicles. Please do not leave donations on the porch and/or in the book drops. For donations larger than three bags/boxes, please contact the library first; they may connect you to a Friends of the Library member to accept larger donations, and/or suggest a specific time/date for the donation instead. The library reserves the right to refuse donations that do not follow the Gift Policy.

Is my donation tax deductible?

Yes, however, by law, library staff cannot determine the value of a donation for IRS purposes. We will provide a notice acknowledging the donation you made to the library upon request.

Reconsideration of Library Materials - Public

If you have found materials or library resources about which you have concerns, you may speak to Library staff to discuss your concerns. You may also file a request for reconsideration of the item. Please fill out the form and mail or email it to the address provided. If the contact information is filled out, a response will be delivered in writing to an individual's written request within six weeks, barring any unexpected emergencies or staff availability. Any challenges will be recorded with the American Library Association's Office for Intellectual Freedom for tracking and statistical reporting purposes. Prior to filling out this form, please read in its entirety the above Collection Development Policy and the following supporting documents it references: The American Library Association's Library Bill of Rights, Freedom to Read, and Freedom to View. The latter are attached and available on the library website and www.ala.org. (See Appendix E for the Material Reconsideration Form and Appendix B, C, and D for the American Library Association's Library Bill of Rights, Freedom to Read, and Freedom to View statements.)

Reconsideration of Library Materials – Internal Process

No formal review will be initiated without the completed Material for Reconsideration Form, available through the Collection Development Policy and Plumas County Library website. If no mailing address or email address was provided, a written response will not be provided to the complainant.

If a written reconsideration form is submitted, make sure the County Librarian has confirmed they received it. If the County Librarian is unavailable, a committee of three staff members must be convened. The committee will elect one spokesperson on behalf of the library to lead the committee and prepare all related documents.

Upon receipt of a written request for reconsideration, within six weeks, the County Librarian or committee needs to:

- Examine the objection.
- Examine the material in question.
- Read reviews of the materials.
- Convene to discuss the item, the objection, and prepare a report.
- Send a copy of the report to the complainant.

If the County Librarian or committee cannot meet within six weeks due to pre-planned leave, staff availability, or other emergencies, a letter must be sent to the complainant saying that the decision was postponed, provide a new date for the decision to be due, and explain why.

The County Librarian or committee will submit a completed form detailing the challenged material to ALA's Office for Intellectual Freedom for inclusion in their confidential database on challenged materials, no matter the final recommendation.

The County Librarian or committee will implement the final recommendation.

The material is not removed from use in the collection until a decision has been determined by the County Librarian or committee. Once a decision has been made, the complainant can bring forward a request for appeal, but the appeal is to decide if the process was originally and fairly followed, not to review the final decision. The appeal will follow the same process as above, with a committee to review the County Librarian's decision or a new committee to review the previous committee's decision.

Items that have been challenged may not be challenged again within the same three-year period but may be withdrawn according to standard weeding practices.

Shelving

It's important to maintain library materials and facilities in a neat and clean condition. Returning books to their proper place on the shelves as soon as possible is a very important element of library maintenance. When books are shelved neatly and in order, they are more appealing and more accessible to our patrons. (See Appendix F for more information about how to shelve.)

Fiction:

All fiction is shelved alphabetically by author's last name. When you have more than one book with the same last name, you shelve by author's first name. When you have more than one book by the same author, you shelve alphabetically by title.

Fiction is separated at library branches and stations in potentially the following genres: Mysteries (M); Westerns (W); Science Fiction and Fantasy (SF), Large Type (LT), Short Stories (SS), and Graphic Novels (GN). It is also usually separated into adult, young adult (YA), and children's sections; children's sections may further be separated by board and picture books (E), reader books (R), and juvenile chapter books (J). Books in Spanish (Sp) and audiobooks (MD) are also shelved separately. Due to spacing and organizational issues, each library branch and station has its own list of genre sections.

Nonfiction:

Non-fiction books are shelved according to Dewey Decimal number. Read each Dewey number character by character. If you have more than one book with the same number, file by author's last name.

133
133.0123
133.1
133.13 Buchanan
133.13 Taylor
133.2
134
134.798
200

Books in Spanish (Sp) and audiobooks (MD) are also shelved separately.

Biographies:

Biographies are labeled with a "B," and are shelved alphabetically by the name of the person the book is about. The name usually appears on the spine of the book.

CA Collection:

Quincy Branch houses a large collection of unique, often out of print books that focus on Plumas County, surrounding counties, Sierra Nevada area, or California in general. These items cannot be checked out to patrons and must be viewed inside the library. For patrons who would like to

view them and are unable to come to the Quincy Branch, the items can be sent to a branch to be viewed at that location. For branches that close for lunch, CA Collection items must be returned to the Front Desk before the patron leaves, and will be provided back to the patron when the branch re-opens after lunch. Due to the nature of the items, we will ask for patrons to provide collateral before they take the item.

Magazines:

The library maintains a core collection of magazine subscriptions for branches and larger stations. The most current issue of each magazine does not circulate. Magazines are circulated as "Read & Return" items, and a daily tally of the number of magazines checked out is kept and reported by staff.

Other Materials:

DVDs and CDs are housed separately.

DVDs on the shelf are empty; the disc(s) will be added at the Front Desk during check out.

Tech devices, tools under the Tool Lending Library, and State Park Passes can usually be requested at the Front Desk.

Quincy houses a microfilm collection of local newspapers. Most of these newspapers are available online. The microfilm is only available for viewing at the Quincy location where the microfilm machines are located.

Read & Return:

Each library branch has a collection of 'read and return' items, which do not require a library card to check out. This may include books for all ages, audiobooks, and DVDs.

A daily tally of the number of Read & Return items checked out is kept and reported by staff.

Each library station also has their own local collection of items that are not cataloged in Koha.

Shelf-Reading

Shelf-reading involves checking your collection to see that books are in order on the shelves. Shelf-reading should be done on a regular basis, as books are shelved and as you weed. (See Appendix F for more detailed rules about shelving.)

As you shelf-read, check to make sure shelves are not too full, and that bookends are comfortably snug but not too tight. (Over-tight bookends make removing books difficult and decrease the life of the books.)

Collection Rotation

To provide patrons with different items on shelves, to account for spacing issues, and to boost circulation, items may be rehomed from one location to another under the County Librarian's direction.

Weeding

Per the Collection Development Policy (see page 40), items may be weeded because of:

- Accuracy / Obsolescence
- Availability of similar materials
- Check out history
- Space in the library
- Physical condition

Materials that are withdrawn from the collection may be sold, recycled, or discarded.

Branches and Stations can request reports from Koha to help with the weeding process, and/or use the above criteria to send items to HQ for final approval. (Some items may be sent back or rehomed.) Items are checked out to the relevant "Weeding" account before being sent to HQ.

Items are weeded through HQ only. Staff must use a catalog account and

1. Go to Cataloging -> Batch Item Deletion
2. Enter all relevant barcodes. (While the limit is one thousand items, it is suggested to stick with thirty or so at a time to make sure all items are correctly weeded.)
3. Press "continue."
4. Make sure all items are checked off.
5. Click the "delete records if not items remain" button unless told otherwise by the County Librarian.
6. Click "delete selected items."

If you are doing more than one batch, click "return to batch item deletion" rather than go through the homepage again.

CA Collection

Plumas County Library has a large, unique, often out of print collection that focuses on Plumas County and surrounding areas, the Sierra Nevada area, and California in general called the CA Collection. These books are housed at Quincy and cannot be checked out but may be looked at inside the library at any Plumas County Branch. We ask patrons to provide collateral – such as keys - before they view the books. (For Stations, due to common mailing issues, we cannot currently provide this service.)

We are working to get all items digitized.

Tool Lending Library

Besides the usual items expected in a library collection - books, audiobooks, magazines, and movies – the library also offers patrons the ability to check out non-traditional materials like hotspots, tools, and other items we think the community would like to be able to borrow. This is a pilot program available for patrons who can pick up items at the Branches.

To check out an item from this collection, you will need to have a library card and your account must be in good standing. You will also need to sign the Tool Lending Library Agreement Form (see Appendix G) and must re-sign the agreement every year. You may check out up to three items from the Lending Library at a time. The majority of items are kept at the Quincy location and can be put on hold.

The website provides copies of all available instruction sheets for items.

Libraries With Heart

Blood Pressure Kits - part of the Tool Lending Library but with units available at all Sierra County Stations too – are provided by the American Heart Association under the *Libraries with Heart* initiative. As with other Tool Lending Library items, you will need to have a library card and your account must be in good standing. You will also need to sign the Tool Lending Library Agreement Form (see Appendix G) and must re-sign the agreement every year. This item is included in the three Tool Lending Library items you may check out at one time.

The website provides copies of all available instruction sheets and blank blood tracker logs.

State Park Passes

California State Parks and the California State Library partnered to make an additional opportunity to advance safe and equitable outdoor access to all Californians. Each outlet has multiple state park passes that allow free vehicle day-use entry at more than 200 participating state park units.

Library cardholders will be able to check out the pass for two weeks, then return the pass to the library for others to use. The pass is valid for entry of one passenger vehicle with a capacity of nine people or less or one highway-licensed motorcycle at participating state park units. The pass is not renewable, but passes can be put on hold and there are no fines associated with the pass.

This is not connected to the Tool Lending Library and therefore patrons do not have to the Tool Lending Library Agreement Form signed to check the park pass out.

If the item is not returned and considered Lost, the CA State Library will be notified and the park pass will be discontinued.

Braille and Talking Book Library

In association with the Library of Congress, the CA State Library provides free Braille books and magazines, audiobooks, and playback equipment to all eligible Californians unable to read standard print. The application and related services are through the CA State Library and not Plumas County Library.

VII. REFERENCES AND SERVICES

Supplies

Headquarters is responsible for supplying office, library, and postage supplies to library outlets. Outlets should check supplies monthly and send supply request forms to Headquarters when supplies are low. Expect a two-week turnaround time for supplies (though it may be longer if items need to be purchased), and plan accordingly. Staff should inform Headquarters when they put in their last ink cartridge.

With pre-approval from the County Librarian, staff at the Branches may need to buy items before they can be delivered through the bin delivery service or because they have access to a local store that sells the item. The staff member must fill out the reimbursement form and send it and the receipt to the Fiscal and Technical Services Assistant (or County Librarian if they are unavailable) at HQ for reimbursement ASAP.

Some items may also be reimbursed with Friends of the Library funds. With prior approval from the Friends group, and in agreement with the County Librarian, the Library's purchasing agent may buy items and provide the Friend's group with a copy of the receipt. Friends will send a reimbursement check to the Fiscal and Technical Services Assistant (or County Librarian if they are unavailable) at HQ to be deposited.

Statistics & Other Trackers

Accurate statistics are both helpful to HQ to evaluate services and are required by the CA State Library and other agencies. All outlets should be using the provided for trackers to tally:

- Monthly circulation, including but not limited to patron count, non-barcoded circulation, and computer usage.
- Program statistics, broken down by requested age group.
- Monthly cash control budget forms.
- Volunteer hours.

All trackers are due by the 5th of the following month. Some staff may have additional trackers.

Patron Service

Our goal is to provide excellent, user-centered service for all patrons. Staff will:

- Be inclusive.
- Be approachable.
- Be engaged and work as an active listener.
- Provide the benefit of doubt and treat all patrons equally.
- Confront your implicit biases (unconscious or unintentional attitudes, behaviors, or actions that are prejudiced in favor or against one person or group as compared to another.)

- Provide assistance and fully answer all questions.
- Offer confidentiality, accuracy, and objectivity.

We follow the ALA's Code of Ethics, see Appendix M.

Reference Assistance

The library provides answers to patron questions with confidentiality, accuracy, objectivity, and speed. The purpose of the reference interview is to determine the patron's exact question as well as what kind of information they need. To ensure objective, accurate answers, always quote the source of the answer. Do not interpret or paraphrase answers, especially in the case of legal and medical questions. Library staff are not authorized to give medical, legal or tax advice.

There are several sources to consider when answering a patron's question, including our (reference) books, databases, trusted Internet resources/websites, and more.

If staff is unable to answer a question, pass it on to HQ and/or the County Librarian. Include the patron's question(s), contact information, and (when applicable) when the information is needed by.

Children Services

The young library users of today are the library supporters of tomorrow. Our attitude toward all patrons, especially children, should reflect the atmosphere of the library as a friendly, welcoming, helpful, and positive place. Treat a child's requests with attention and respect.

Patrons of all ages have the same equal access. Guardians wishing to guide their children's access to the library must be responsible for their children's borrowing habits. Children are entitled to the same borrowing privileges as adults.

The library cannot be responsible for the care and safety of children left unattended. Guardians are encouraged to stay at the library with young children. Children are expected to abide by the same library rules as adult patrons; any child who breaks library rules may be asked to leave the library.

Programs

Plumas County Library system provides programs on a county-wide basis and each individual outlet also provides their own programs. With discussion with the County Librarian, some programs may be provided off-site, such as at schools. Each outlet welcomes class visits from local schools as an opportunity to teach children about library services and encourage library use.

Computer & Internet Usage Policy

All Plumas County branches offer access to public computers, WiFi, and space for you to use your own devices. All Sierra County stations but Alleghany offers access to public computers and WiFi. Time limits apply to the public computers and reservations are not taken in advance. Some locations (like Quincy) will require you to obtain a number from staff to use the public computers. You do not need an ID or a library card to use the computers or WiFi.

Internet users (whether using a library device or their own device in the library) are expected to act in a responsible, ethical, and legal manner. Users may not use Library computers to access Internet sites that are obscene, "harmful to minors," or that contain pornography. Users may not use the workstations for any illegal activity, including violating copyright laws or software licensing agreements. Internet users must follow the full Plumas County Library Computer and Internet Usage Policy, see Appendix I.

The library reserves the right to monitor the system for assistance and security. The library reserves the right to ask patrons breaking the Computer and Internet Usage Policy to stop using the computer and/or their device inside the library.

Communication with Staff and Patrons

Communication with Other Staff

Due to time constraints, email is the preferred communication method for all non-immediate needs. Staff should call for any question that requires an immediate answer and/or for any emergency.

The County Librarian should be informed about maintenance requests that require an incident/hazard report, but all routine requests should be sent directly to Facilities with their ticket system. In an emergency related to building safety/usage, call Facilities as well.

Public Use of Phones

Library phones are for staff use only, and not for public use. However, in cases of emergency staff may make a phone call on behalf of a patron (to call a child's guardian, for example).

Communication with Patrons

It is important for the library to communicate with patrons promptly, accurately, and confidentially. Patrons who provide their email in their Koha account will automatically opt in to receive email notifications about due dates and holds. (Patrons may request notifications be stopped without needing to remove their email. Just go to the patron's account -> the "details" page -> uncheck the requested messaging notifications.) Staff will also contact patrons by phone for hold pick-ups, long overdue items, and similar issues. All other communication wishes are

based on an opt-in system: patrons may sign up to receive newsletters, specific program notices, and more.

Telephone Etiquette

Answering Calls

Answer promptly (before the third ring if possible). If staff is busy at the Front Desk, other staff may help answer phones too, but the front desk line is the responsibility of the staff member on the Front Desk.

- Before picking up the receiver, discontinue any other conversation or activity that can be heard by the calling party.
- Say “Plumas County Library/[specific branch] Library Branch, (this is [name] speaking), how may I help you?” clearly and distinctly in a pleasant tone of voice.
- Use the hold button when leaving the line so that the caller does not accidentally hear conversations being held nearby.
- For HQ, when taking calls for staff, place caller on hold and check with staff if they are available. Make sure you get the caller’s name, and if possible, their general request/issue, before you check for staff availability.

When the called party is not in, the following responses should be used both to protect the privacy of the office staff and to give a more tactful response:

Don’t say:	**Tell the Caller:**
"He is out."	"He is not in the office at the moment. Would you like to leave a message?"
"I don't know where he is."	"He has stepped out. Would you like to leave a message (on his voicemail)?"
"He is in the men's room."	"He has stepped out of the office. Would you like to leave a message on his voicemail?"
"He hasn't come in yet."	"I expect him shortly. Would you like to leave a message on his voicemail?"
"She took the day off."	"She is out of the office for the day. Can someone else help you or would you like her voicemail?"
"She is busy"	"She is unavailable at the moment. Would you like to leave a message on her voicemail?"

If you can’t answer a caller’s question, it’s perfectly acceptable to place the patron on hold and ask for help from the back.

Don’t say:	**Tell the Caller:**
"I don’t know."	"Please hold just a moment, and I’ll look that up for you."
"I don’t know."	"Let me get the librarian to help you. Can you hold just a moment?"

"We don't have that."	"I'm still looking for that information. Can I take your name and number and call you right back?"
"I'm too busy."	"I'm sure I can find that for you. Can I take your name and number and call you back with the information?"

If you are currently helping a patron and the phone rings:

- Ask the patron you are helping to please wait a moment.
- Answer the ringing line saying, "Plumas County Library, can you please hold?"
- Place caller on hold.
- If there are other patrons in line, go in the back and ask for help.
- Finish helping the patron in front of you. If there is another patron in line, ask them to please wait a moment.
- Go back to the caller.
- Say, "Thank you for holding, may I help you?"

If you are currently on one line and another line rings:

- Tell the first caller to "Please hold."
- Place caller on hold.
- Answer the ringing line saying, "Plumas County Library, can you please hold?"
- Place second caller on hold.
- Return to first caller and complete the call.
- Go back to the second caller.
- Say, "Thank you for holding, may I help you?"

Handling Rude or Impatient Callers

- Stay calm. Try to remain diplomatic and polite.
- Always show willingness to listen.
- Try to offer to resolve the problem or conflict if possible.
- Offer to have your supervisor talk to the caller or call them back.
- Place the patron on hold before transferring to supervisor. DO NOT transfer an irate patron without first notifying the supervisor of the situation! If you refer an irate patron to Headquarters, call Headquarters immediately to notify staff there of the situation.

Message Etiquette

- Be prepared to write down information when you answer the phone and/or use Koha for a patron.
- When taking messages be sure to ask for:
- Caller's name (asking the caller for correct spelling.)
- Caller's phone number and/or extension (including area code)
- Repeat the message to the caller.

- Be sure to fill in the date, time, and your initials.
- Place the message slip on staff person’s desk.
- If the call is for the County Librarian, ask, "Would you like me to transfer you to _____'s voicemail?" Do not assume that the caller would rather go to voicemail. Always ask first.

VIII. USE OF LIBRARY SPACE

Meeting Rooms

Library branches which have meeting rooms should follow the policies below when reserving the meeting room for an outside organization, club, or agency.

Each library branch with a meeting room should keep track of reservations in a calendar notebook. When taking reservations, write the following information on the appropriate date on the calendar:

1. name of the group or type of meeting
2. name of the person reserving the room
3. phone number of contact person
4. time of meeting (beginning and end)

Inform the person reserving the room of the library's open hours the day of their reservation and remind them if it is necessary for them to pick up a key in advance. Mark the calendar with which key (based on dolphin keychain color) was borrowed and when it was returned. (Check the hook if a key was not returned but the meeting has already passed.)

If the meeting room is unavailable, ask the caller if they would like a list of the other options in town.

All people using the meeting room must sign the Meeting Room Policy Form. (The form is signed by the person, not the group, so make sure the person booking the meeting room signs the form even if another group member has signed the form previously.)

See Appendix H for Meeting Room Policy Form.

Staff will email Facilities a list of all meeting room dates and times weekly; mark them off with a red check mark when done.

Displays

When possible, the library makes display space available to organizations engaged in educational, cultural, intellectual, and charitable activities. Use of display space in each outlet is subject to review and approval by the outlet supervisor and County Librarian. The library has first priority for all display spaces for library purposes.

Libraries can provide displays (materials, signs, or art) for nationally recognized history/heritage months, holidays, library related events such as Dr. Seuss Read Across America and Banned Book Week, and other approved displays, as well as displays related to programs or services.

- February: Black History Month.
- March: Women's History Month.
- (Optional) April: Sexual Assault and Prevention Month; Poetry Month; Earth Day.

- May: Asian American & Pacific Islander History Month.
- June: LGBTQ+ Pride Month.
- (Optional) September: Censorship Awareness Month.
- September 15 – October 15: Hispanic Heritage Month.
- (Optional) October: National Disability Employment Awareness Month; Domestic Violence Awareness Month.
- November: Native American Heritage Month.

When creating or accepting items for displays, consider the following guidelines:

- Display space should be attractive and well-maintained.
- Size of items should be limited in relation to the size of the display space.
- Items which highlight library-related events or programs, and those items which support library goals should be given priority.
- All reasonable precautions will be taken to protect items, but the library cannot be responsible for any damage, theft or loss of any items which are displayed.

HQ - Local Quilt Group Display

Headquarters provides hanging space for the local Quincy Crazy Quilters group. They provide new quilts on a regular basis and staff will remove current quilts, ready items for pick-up, and replace them with new items. The library reserves the right to remove quilts at its discretion.

Displays with Cataloged Books

When displaying cataloged books as part of a display or as a complete display, items should have their shelving location changed to "On Display" while the items are on display. These items are still available for check out. Make sure the shelving location "On Display" is removed when the item is no longer needed for the display and is returned to its correct location. See Appendix N for further detail.

Library Bulletin Board(s)

The library and Friends of the Library may post flyers, provide handouts and bookmarks, and hang other signage for library programs, services, and information.

Public Bulletin Board

The public may post items on the public display board with approval from staff. The public display board is for free community events that welcome the public and court ordered notifications like name changes. Items will remain for a maximum of a month, based on available space. The library reserves the right to limit the size of items posted.

Any flyers for commercial advertising, solicitations, business cards, and political endorsements or otherwise not approved will be taken down. Flyers will also be removed when the date of the event has passed.

The display of materials does not imply endorsement by the library.

Unapproved materials will be disposed of at the library's discretion.

Handouts

Space may be provided in each library for distribution of materials about the library and other non-profit organizations. The purpose of handouts must be to inform the public about the organizations' programs, services, and events. The library reserves the right to limit the size and number of items provided.

Unapproved materials will be disposed of at the library's discretion.

Appendix A

[Replace with outlet-specific opening and closing procedures]

Appendix B

ALA Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as Interpretations of the Library Bill of Rights.

Appendix C

The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

   Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

   Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

   No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

   To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can

machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

   The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

   It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

   The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

Appendix D

Freedom to View Statement

The **FREEDOM TO VIEW**, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

Material for Reconsideration Form

Title: _____

Author: _____

Publisher: _____

Date/Edition: _____

Indicate the type of material (circle one):

Book Audiobook Video Magazine e-Book e-Audiobook e-Video e-Magazine

Source of material (circle one, please provide the name of the database for digital items):

Koha/Catalog Read & Return Project Read Digital Source: _____

Did you read, view, or listen to the entire work? (circle one) All Part

Optional: Where in the work did you stop reading, viewing, or listening? _____

Did you read the PC Collection Development Policy, American Library Association's Library Bill of Rights, Freedom to Read, and Freedom to View statements? (circle one) Yes No

Please describe your concerns regarding this material:

What specific pages or sections best illustrate your concerns?

How did this work come to your attention?

Last Updated: 6/16/2022

As an alternative, what work would you recommend that would best convey as valuable a picture and perspective of the subject?

Contact Information (Required for Response):

Name: _____

Mailing Address: _____

City, State, Zip Code: _____

(Optional) Email: _____

(Optional) Phone: _____

Do you represent yourself, your child, or an organization (if so, which organization or agency)?

_____

To receive a written response, you must provide either your mailing address or email.

Please provide this completed form to the branch staff in-person, mail it directly to Plumas County Library Attn: Collection Development at 445 Jackson St. Quincy CA 95971, or email it to Plumas County Library at pclibq@psln.com with the subject line ***Material for Reconsideration****.*

Any challenges will be recorded with the American Library Association's Office for Intellectual Freedom for tracking and statistical reporting purposes. Your identifying contact information (name, address, email and/or phone number) is not provided.

For Staff to Fill Out

Date Received Reconsideration Form: _____

Source of Form (circle one): In-Person Email Mail

Branch & Staff Initials: _____

Last Updated: 6/16/2022

For Fiction:

a. Alphabetize by name, then title. Just go letter by letter, lower letter comes before higher letter.
    i. It is last name, first name and then middle (if applicable).
    ii. Series is by title, not volume number
    iii. When shelving a title which begins with a number (not a word that is a number such as *Eleven*), the number comes before any word titles for that author. (Ex: *3 Murders* comes before *Awful Murders*.) Lower number comes before a higher number.
b. A, An, The is not included when sorting titles by alphabetical order
c. Space/blank spots come before a letter. For example: *Come Back Home* comes before *Comeback Kid*.
d. Be careful when shelving authors having last names that begin with "Mac" and "Mc". Do not interfile them. "Mac" comes before "Mc". They are shelved as they are spelled. Ex: *Mac*Donald, *Ma*son, *Mb*oya, *McD*onald

Ex of the Brown section of the Adult Fiction shelf:

Pirateria by *C*alef Brown	Calef (C) comes before Jason (J)
Tickety Tock by *J*ason Robert Brown	
*A*rthur *A*ccused! by Marc Brown	It's the same author, and both titles start with the same word, so you go by the second word: A (Accused) comes before T (Trouble)
*A*rthur *T*rouble by Marc Brown	
*M*anners Matter by Marc Brown	The name Marc is before Marcia. You are going space by space, so the first four spaces match, and then you have a blank spot vs the letter I. Blank spots come first.
Stone Soup by Marc*ia* Brown	
*B*unny's Noisy Book by Margaret Wise Brown	You don't include The, A, An when sorting by title, so for the same author it's Bunny (B), Fierce (F), and then Goodnight (G)
The *F*ierce Yellow Pumpkin by Margaret Wise Brown	
*G*oodnight moon by *P*aulie Brown	Paulie (P) comes before Sam (S)
Sometimes I Forget You're A Robot by *S*am Brown	

Practice Game: http://www.mrs-lodges-library.com/play-shelver/

Source: https://librariham.files.wordpress.com/2016/09/shelvingguide_for_library_page.pdf (Modified); 8/4/21

Appendix F

Shelving

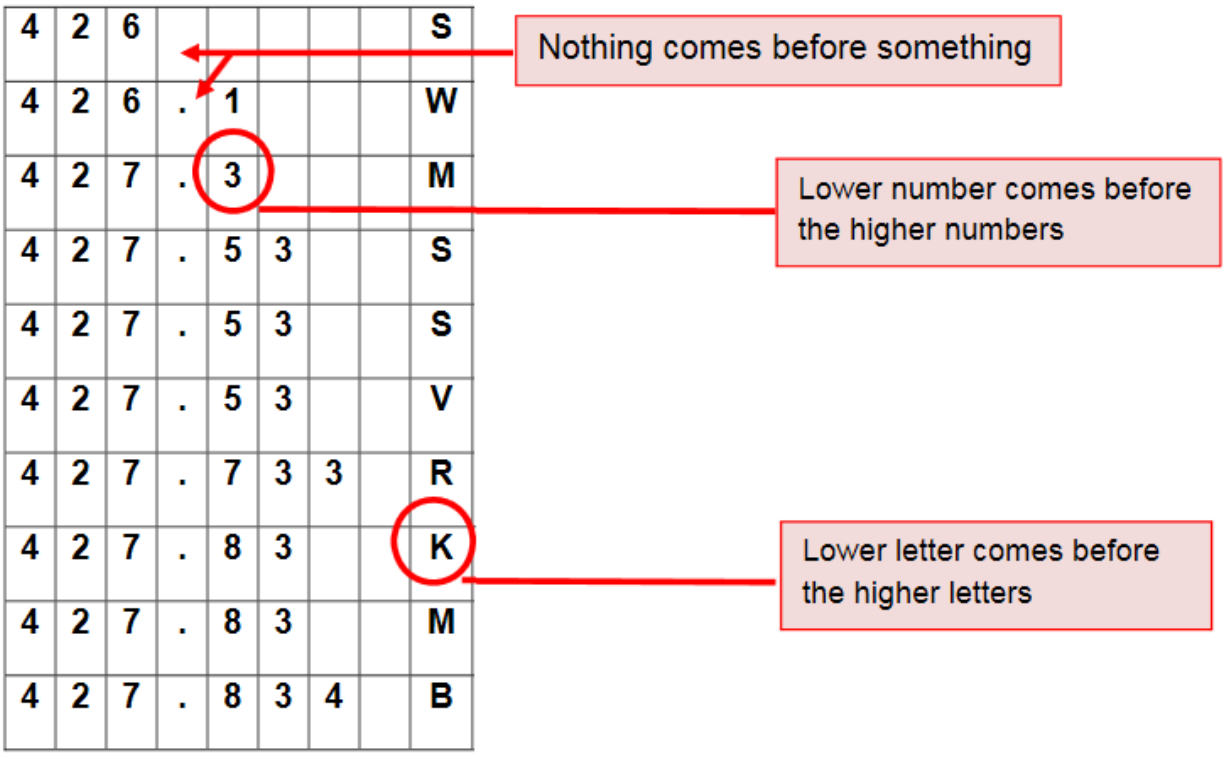
A - B - C - D - E - F - G - H - I - J - K - L - M - N - O - P - Q - R - S - T - U - V - W - X - Y - Z

First look for the special labels to tell what section of the library it fits in: mystery, juvenile, etc.

For Non-Fiction:

When sorting non-fiction materials, you will use these three rules to determine the order in which the items should be shelved.

The process involves matching numbers and letters character by character. At the point where the characters no longer match, you will use the three rules to determine where the items should be placed. It is easier to see this in action in the grid below:



1) Nothing comes before something.
2) Lower number comes before a higher number.
3) Lower letter comes before the higher letters.

Agreement to Borrow Equipment and Release of Liability

I, _____ (library card number: _____), agree to the rules for borrowing items and equipment from the Lending Library:

I understand that I must have a library account, that it must be updated with all current information, and that I must be in good standing to borrow any equipment.

I understand that it is my responsibility to pick up the equipment, and to return it to the same location at the end of my borrowing period. I agree to return the equipment to the staff of the Plumas County Library (and not in the drop box) in the same condition that it was received in when I borrowed it.

I understand that there is no charge for use of the equipment. However, in the event that the equipment is lost or destroyed while in my possession, I agree to cover any and all costs associated with the replacement of the lost/damaged equipment.

I understand that Plumas County Library is not warranting that the equipment is fit for use or for any particular purpose, and that I am solely responsible for the selection of the equipment. I understand that the Library may provide limited assistance with equipment supplied.

I agree not to sue, and to forever and completely release, indemnify, defend, save and hold harmless Plumas County, its officers, directors, employees, contractors, volunteers, sponsors and agents from all claims arising out of or related to access or use of Equipment. In no event will Plumas County or its officers, directors, employees, contractors, volunteers, sponsors and agents be liable to me, or anyone claiming by, through or under me, or anyone else for (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the Equipment, (ii) claims arising out of or related to the Equipment, (iii) Recipient's use of Equipment, or (iv) for any incidental, indirect, special, consequential or punitive damages. The foregoing release, indemnity, and limitation of liability shall be as broad and inclusive as is permitted.

_____ _____

Signature Printed Name

_____

Date

Parent or guardian consent required if applicant is under 18 years of age.

_____ _____

Signature Printed Name

_____

Date

Last Updated: 6-28-23

RULES AND REGULATIONS FOR USE OF PLUMAS COUNTY LIBRARY MEETING ROOM

The Plumas County Library, as an open forum promoting knowledge, ideas, and cultural enrichment, makes meeting rooms available to organizations engaged in educational, cultural, intellectual, civic, or charitable activities. All meetings must be free and open to the general public. Admission fees are not permitted. No donations, raffles, collections, fees or sales of any kind may occur. Exception: the Library and organizations affiliated with the Library may collect money for fundraising events such as book sales and author lectures.

Only light refreshments may be served during meetings in County Library facilities. The Library is an alcohol-free and tobacco-free location; no smoking or alcoholic beverages are allowed.

Organizations must:

1. Make arrangements to obtain the meeting room key during open hours.
2. Clean the room and return it to its normal arrangement.
3. Remove any trash.
4. Turn off the lights.
5. Secure all doors and windows.
6. Return the key within 24 hours.

Reservations should be made at least 2 weeks in advance. Reservations may not be made more than 90 days in advance. A group may not schedule more than one meeting a month. No organization may use the room more than two consecutive days.

The person making the meeting room reservation is responsible for ensuring that use of the room is in accordance with all federal, state, and local laws, and library policies and rules. Failure to obey all laws, or policies, shall be good cause for the Library to refuse to issue similar permission to the user in the future. The Library reserves the right to request any location be vacated, when in its sole discretion, it makes a determination such action is needed because of non-compliance with these rules or the potential for injury to persons or property.

Loss or damages to Library property will result in assessed charges. **If the room has not been cleaned after use, a $50.00 cleaning fee will be charged; or if it is greater, the actual cost of any necessary cleaning or repairs.**

An adult must supervise minors. Storage space for private property is not provided.
Maximum occupancy: 60 person

Use of the meeting room does not constitute an endorsement of the views of the user by the Library. Groups may not imply the Library sponsors their meeting. Library may advertise, at its sole discretion, the meeting on its website, Facebook page, or other social media. Such advertisement does not imply Library endorsement of the group's views or activities.

Exceptions to this policy may be made at the sole discretion of the County Librarian as deemed in the best interest of the Library and Community.

I HAVE READ AND AGREED TO THE LIBRARY MEETING ROOM POLICY

NAME: _____ ORANIZATION: _____

PHONE: _____ EMAIL(optional): _____

Appendix I

Plumas County Library Computer and Internet Usage Policy

The Library makes the Internet available to the public for free in an effort to broaden and enhance its existing collection and to provide a greater span of knowledge and information. A Library card is not required to use the computer workstations. Patrons are expected to be knowledgeable in basic computer operations. Library staff can only offer minimal individualized instruction.

The Library supports the ALA Bill of Rights for use of the Internet as with all other library materials. There is no age restriction for use of the Internet or library computers. Parents are responsible for guiding their own children's access to resources on the Internet. The Library encourages responsible and safe Internet use. Patrons are advised never to give personal or credit information via the Internet, and never to answer "junk" e-mail solicitations. Internet resources may provide erroneous, misleading, outdated or have incomplete information. Library staff may be able to help you find alternative resources, or help you evaluate the materials you find.

The following rules are established to ensure that the use of Internet and other Library computers is in keeping with the objectives of the Plumas County Library, and to guarantee their availability to all future users:

- Users may sign up for 1/2 hour time slots, and are limited to 1/2 hour unless no one is waiting for the system. Exceptions may be made at the discretion of the library staff. The library is not responsible for work or information lost due to time-out, or due to computer or system malfunction.
- Users must promptly relinquish their computer terminal when asked by staff to do so.
- The library reserves the right to monitor the system for assistance and security.
- Users wishing to print any information will pay the outlet's printing fee.
- Users must respect the privacy of others.
- Users are expected to act in a responsible, ethical and legal manner. Users may not use access Internet sites that are obscene, "harmful to minors," or that contain pornography. Users may not access Internet sites or perform work that is malicious, threatening, or harassing. Users may not use the workstations for any illegal activity, including violating copyright laws or software licensing agreements or attempting to gain or gaining unauthorized entry to other computing, information, or communications sources or devices.
- No user shall use the system in such a way that it will disrupt the use of the system by others. This includes installing programs, changing parameters or other abuse of the system. Patrons causing any damage will be liable for the cost of repairs.
- Failure to use Internet/computer stations legally, responsibly and in a manner consistent with the objectives of the Plumas County Library may result in loss of Internet/computer privileges.

Use of the library's computers or Internet indicates that users have read and agreed to the policy.

Appendix J

Current List of Print, Copy, and Scanning Fees per Outlet

Printing

Printing costs 20 cents per page at all Plumas Branches and is only available in black ink. (In Portola, you are able to print double-sided for 35 cents per page.) Printing costs 15 cents per page for Loyalton and Downieville and 10 cents per page for Sierra City. Sierra City and Downieville have color printing.

Copying

Due to vendor and owner providers, each location has its own copying price and services:

Quincy - It costs $.10 per page for black ink; and $.25 per page for color ink. (Double-sided costs two pages.)

Chester - It costs $.20 per page; there is no color copying. (Double-sided costs two pages.)

Greenville - It costs $.15 single-sided, $.30 double-sided; there is no color copying.

Portola - It costs $.15 single-sided, $.25 double-sided for black ink, and $.25 single-sided, $.40 double-sided for color ink.

Sierra City - It costs $.10 per page; there is no color copying.

Downieville - It costs $.15 per page, and color copying is available.

Loyalton - It costs $.15 per page; there is no color copying.

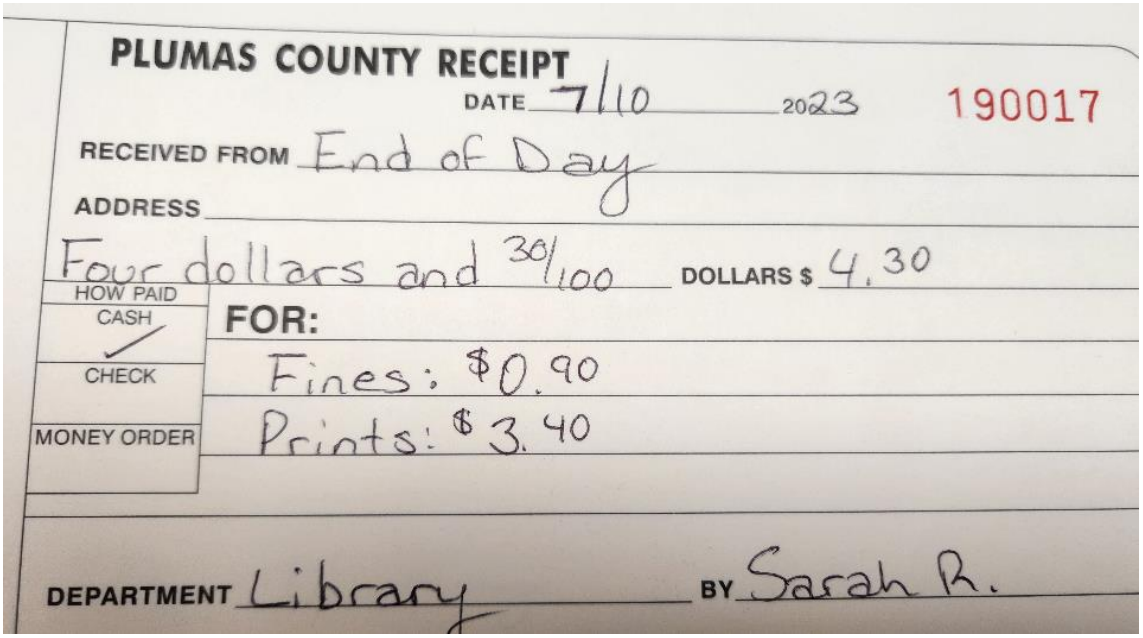
Alleghany - There is no copying available.

Scanning

Portola is able to scan items to a thumb drive you provide. Loyalton is able to scan items, which can then be added to a thumb drive you provide or emailed to yourself. Quincy and Greenville are able to scan items and email them to you through the Front Desk.

Appendix K

Example of End of Day Receipt



PLUMAS COUNTY RECEIPT

DATE 7/10 2023 190017

RECEIVED FROM End of Day

ADDRESS

Four dollars and 30/100 DOLLARS $ 4.30

HOW PAID

CASH ✓

CHECK

MONEY ORDER

FOR:

Fines: $0.90

Prints: $3.40

DEPARTMENT Library BY Sarah R.

- Remember, you are marking each category in the "For" section separately. Ex: You will write "Fines - $2.00" and "Prints - $1.40", not "Fines and Prints – $3.40.")
- If no one took in money for the tally, you are still making an End of Day receipt but are marking it $0.

Example of Branch's Weekly Deposit Slip

WEEKLY CASH RECEIPTS. BRANCH. Greenville

Fines, cards and processing fees; 3.20

Lost books/include patron printout Ø

Collection fees/include patron printout Ø

Copies; Ø

Prints Ø

TOTAL 3.20

INITIAL BY SR DATE 8/10/23

- Remember that you are always sending in a weekly deposit slip, even if no money is taken in. (If no money was taken in, you would simply fill out "0" in every field and submit the slip with the bins.)

Appendix L

List of Recommend Reading Websites

(This is lifted directly from the County Library's website page)

- **Gnooks** - http://www.gnooks.com/
  It will ask you which authors you like and then think about which other authors you might like too.
- **Your Next Read** - http://www.yournextread.com/us/
  Search for a book you like, and this site will recommend other books and authors you may like. (Please note this site is only an archive.)
- **What Should I Read Next** - https://www.whatshouldireadnext.com/
  Enter a book you like and the site will analyze its huge database of real readers' favorite books to provide book recommendations and suggestions for what to read next.
- **Literature Map** - https://www.literature-map.com/
  Type in the name of an author you like, and you will be provided with a map of authors with similar styles. You can keep clicking on author names and make new maps.
- **Whichbook** - https://www.whichbook.net/
  Enables millions of combinations of factors and then suggests books that most closely match your needs.
- **TasteDive** - https://tastedive.com/people
  Look up an author and find similar writers, as well as different author recommendation lists.
- **YALSA Book Finder** - http://booklists.yalsa.net/
  Find great teen books for ages.
- **GoodReads** - https://www.goodreads.com/
  Share what titles or genres you've enjoyed in the past, and they'll give you recommendations. This site also provides reviews from people all over the world.
- **Family Video Game Database** - https://www.taminggaming.com/
  This focuses on video games and board games, and it helps you find games for all ages.
- **Book Series Recaps** - https://www.bookseriesrecaps.com/
  Provides both book reviews (spoiler-free) and recaps of books (not spoiler-free.)
- **NetGalley** - https://www.netgalley.com/
  Lets you read, review, and recommend new upcoming books.
- **Teachingbooks.net** - https://www.teachingbooks.net/
  A website dedicated to enriching every student's reading experience, and offers book guides, meet-the-author movies, vocabulary lists, help to build your own booklists, and so much more.
- **Book Connections** - https://bookconnections.org/
  Personalize and enjoy digital connections to books for kids and teens.
- **New York Times Bestseller Lists** - https://www.nytimes.com/books/best-sellers/
  Authoritatively ranked lists of books sold in the United States, sorted by format and genre.

Appendix M

Code of Ethics

As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, library trustees and library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed, and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

I. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.

II. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.

III. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.

IV. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.

V. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.

VI. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.

VII. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.

VIII. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.

IX. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; January 22, 2008; and June 29, 2021.

Copyright: An Interpretation of the Code of Ethics

Article IV of the ALA's *Code of Ethics* states that library workers "respect intellectual property rights and advocate balance between the interests of information users and rights holders." Copyright[1] is the aspect of intellectual property law that has the most impact on libraries. Copyright, as established by the U.S. Constitution[2] and the Copyright Act, is a system of rights granted by law combined with limitations on those rights.

Copyright law was established to encourage authors, artists, and others to create and share their works by granting them specific exclusive rights in their works.[3] Those rights are limited by certain exceptions like fair use or the term of copyright. These limitations are necessary to ensure a well-functioning copyright law that protects creators' rights while also preserving freedom of information and freedom of expression.

A shared purpose of copyright and libraries is to benefit the public through the creation and dissemination of information and creative works. In pursuit of this goal, copyright law should balance the public's need to access and use informative and creative works with the economic interests of right's holders.

Libraries represent the very best of this balance in U.S. copyright law. Libraries serve the economic purpose of copyright through billions of dollars spent on copyrighted materials for libraries (such as books, journals, motion pictures, art, and music). Libraries serve the "use and access" purpose of copyright by circulating billions of copyrighted items annually. Libraries are thus economic engines of both copyright law and knowledge distribution.

Libraries have both the opportunity and the obligation to work toward that balance when they engage in activities such as acquiring information resources for their communities, curating and preserving cultural heritage, establishing services and programs to enhance access to information, and lending books or other resources.

Copyright law provides a copyright holder with an exclusive legal right to make copies of the work, create derivative works based on the original, distribute the work to the public, and perform or display the work in public. However, copyright law also provides the public the right to make fair use[4] of the copyrighted work. Additionally, there are restrictions to the exclusive rights of copyright holders, such as the First Sale Doctrine, which allows the public to borrow, loan, sell, or transfer a purchased, particular copy of a work. The public has unlimited use of the work when the copyright term expires.[5]

Copyright law also provides numerous specific exceptions for libraries, archives, and nonprofit educational institutions. Depending on the nature of the institution, these exceptions may include the ability to make copies for users; preserve and make replacement copies of works; create

accessible copies for print-disabled users; and perform or display works for educational purposes.

Libraries and their parent institutions have a responsibility to promote and maintain policies and procedures that are consistent with their ethical obligations, their institutional missions, and the law, including copyright law. Such policies and procedures should measure legal risk and respect the rights of both copyright holders and users of copyrighted works. It is the library's responsibility to make sure all of the workers, not just librarians, are familiar with copyright law that affect library services.

Library workers are increasingly critical resources for copyright information in their communities. Consequently, they should be informed about copyright developments and maintain current awareness of all copyright issues. Library workers should develop a solid understanding of the law, its purpose, and the details relevant to library activities. This includes the ability to read, understand, and analyze various copyright scenarios, including fair use and other copyright limitations, using both good judgment and risk mitigation practices.

Library workers should use these skills to identify their rights and the rights of their users. Further, they should be ready to perform outreach surrounding copyright topics and refer users with questions pertaining to copyright to reliable resources. However, library workers should avoid providing legal advice. They may provide information about the law and copyright, but should recommend that patrons consult an attorney for legal advice.

Library workers should also be prepared to explain restrictions on patron use of content based on digital licensing agreements. Licensed e-content, including e-books, databases and video streaming services, may have limitations on use beyond those present in copyright law.

Libraries have a proud history of advocating for the public interest. They recognize that copyright law should not expand the rights of copyright holders without sufficiently considering the benefit to the public interest. When the balance between rights holders and information users needs to be restored, library workers should engage with rights holders and legislators to advocate on behalf of their users and users' rights.

[1] Copyright protects "original works of authorship fixed in any tangible medium of expression." Copyright Act of 1976, 17 U.S.C. § 102 (2011).

[2] Article 1, Section 8 of the U.S. Constitution empowers Congress to pass laws "to promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries."

[3] The exclusive rights of a copyright owner include reproduction, the creation of derivative works, distribution, public performance, public display, and the public performance of sound recordings by means of digital audio transmission. Copyright Act of 1976, 17 U.S.C. § 106.

[4] Fair use applies when considering these four factors: purpose and character of use, the nature of the copyrighted work, the amount and substantiality used, and potential effects on the market for the work. Copyright Act of 1976, 17 USC § 107.

[5] Copyright Act of 1976, 17 U.S.C. § 109.

Adopted by ALA Council on July 1, 2014; amended January 29, 2019.

Appendix N

[Replace with the Branch-Aide Koha Editing Capabilities Document]

Appendix O

[To Replace with Bookmobile Appendix and Related Documents]

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jeremy Beatley, Operations Sergeant**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:
Two of the unmarked Detective vehicles are in need of replacement due to high mileage/mechanical issues and the purchase of two replacement vehicles was budgeted in the FY23/24 budget.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

.(No General Fund Impact) as approved in (FY 23/24) budget

Attachments:
1. 24-296 FINAL

PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 04/24/24

Vendor: Dana Safety Supply, INC
4809 Koger Blvd
Greeensboro, NC 27407

Tel: 800-845-0405

County: County of Plumas Department of the Sheriff
1400 E. Main St
Quincy, CA 95971

Tel: 530-283-6375

Description: Purchase of two (2) upfitted Dodge Durango Vehicles as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ one hundred thirty nine thousand eight hundred and fourteen Dollars ($ 139,814)

Term: Agreement shall commence on 04/24/2024 and shall terminate on 06/24/24 unless the Contract is terminated earlier.

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

VENDOR:

By: Patrick Hope

Name: Pat Hope

Title: GM of Turnkeys

Date Signed: 4-24-24

COUNTY:

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

By:_____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By:_____

Name:

Clerk of the Board

Date Signed:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Invoice

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

No.	529532-A
Customer No.	PLUMASCSO

Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	MISC 2024 Durango 1C4RDJAG6RC175099 & 1C4RDJDG2RC101769	56,831.0000	113,662.00
1	1	N	INFO BUYBOARD 698-23 Warehouse: LOSA All items below this line are on our National Co-op Contract	0.0000	0.00
2	2	Y	EVP Undercover Package Warehouse: LOSA	8,350.0000	16,700.00
2	2	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: LOSA Visor 15% Side Window tint 15% Rear window tint 15%	0.0000	0.00
2	2	N	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: LOSA NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY **********	0.0000	0.00

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Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

No.	529532-A
Customer No.	PLUMASCSO

Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: LOSA Flash reverse and brake (red and white)	0.0000	0.00
4	4	N	EMPS2STS4E SOI, MPWR FASCIA, 4", STM, BLK HSG, BLU/WHT Warehouse: LOSA NO SOI CONFIG ONLINE	0.0000	0.00
4	4	N	EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: LOSA NO SOI CONFIG ONLINE	0.0000	0.00
4	4	N	PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: LOSA Front windshield. Must use metal brackets for mounting.	0.0000	0.00
4	4	N	PMP2BK011 SOI MPOWER SHROUD HEADLINER BRACKET Warehouse: LOSA	0.0000	0.00
8	8	N	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: LOSA 2 in each side window	0.0000	0.00

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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

No.	529532-A
Customer No.	PLUMASCSO

Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MISC Soundoff rear facing interior light bar R/B Warehouse: LOSA	0.0000	0.00

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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
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Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	N	CD3802RBW-S CODE3, MEGATHIN, SURFACE MT, RED/BLU/WHT, +SMOKE 3CLR Warehouse: LOSA Grill lights MEGA THIN™ SERIES, SURFACE MOUNT VOLTS | AMPS 12-24V | 0.76A (single-color), 0.73A (dual-color), 0.88A (tri-color) DIMS 1.4" H x 4.75" L x 0.37" D | 36mm H x 121mm L x 9mm D MOUNTING HOLE SPACING 4.13" | 105mm FLASH PATTERNS 29 (single-color), 69 (dual-color), 135 (tri-color) The Mega Thin™ exterior warning light has a sleek, low-profile design 25% thinner than previous models allowing for easy installation in compact and discrete locations on emergency vehicles. This versatile LED warning light delivers bright, powerful off-angle performance with curved end optics making first responders more visible in route and on scene. The Mega Thin™ has a variety of industry-standard flash patterns, phase 1 and 2 syncing, is sync-capable with other Code 3 warning lights and features a smoked lens option for unmarked or undercover police vehicles. Sleek, low-profile design that allows for easy installation in a variety of locations 25% thinner than previous models Delivers a bright, powerful off-angle performance with curved end optics Clear lens with 6 single-color, 12 dual-color and 18 tri-color LEDs or smoked lens with 18 tri-color LEDs Sync-capable with XTP, Chase™, MR6, M180™, MICROPAK, CD5051, HB12PAK and CD9215 Multiple flash patterns with phase 1 and phase 2 syncing capabilities	0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

No.	529532-A
Customer No.	PLUMASCSO

Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Aluminum housing and polycarbonate lens		
8	8	N	CHSGRL CODE 3 CHASE GRILL BRACKET Warehouse: LOSA	0.0000	0.00
2	2	N	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: LOSA	0.0000	0.00
2	2	N	C3900U CODE3 100W SPEAKER W UNIV BRKT Warehouse: LOSA	0.0000	0.00
4	4	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: LOSA	0.0000	0.00
2	2	N	TRANSPORT VEHICLE TRANSPORTATION BY HIRED DRIVERS Warehouse: LOSA	0.0000	0.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LOSA	0.0000	0.00
2	2	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LOSA LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	0.0000	0.00

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Telephone: 800-845-0405

No.	529532-A
Customer No.	PLUMASCSO

Bill To	**Ship To**
PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States	PLUMAS COUNTY SHERIFF'S OFFICE 1400 E Main St Quincy, CA 95971 United States
Contact: BLAKE MATHEWS **Telephone:** **E-mail:**	**Contact:** BLAKE MATHEWS **Telephone:** **E-mail:**

Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
5/28/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Patrick Hope	Patrick Hope -Losa		

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO Customer Supplied Warehouse: LOSA Radio, Cables, and Antennas or Antenna Mounts **Approved By:** _____ ☐ **Approve All Items & Quantities**	0.0000	0.00

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Printed By: Patrick Hope

Subtotal	130,362.00
Freight	0.00
7.250 % **Sales Tax**	9,451.25
Order Total	139,813.25

GSA Ordering

Dana Safety Supply is an approved contractor for the GSA and has a GSA contract for numerous public safety products and also for installation and upfitting services. Below are our contract #'s for Schedule 84 & 23V.

DANA SAFETY SUPPLY

GSA CONTRACT HOLDER

Schedule 84 - Law Enforcement & Security Equipment
Contract # GS-07F-0512T

Schedule 23V Labor - Contract # 47QMCA19D000K

GSA

426-1A: MISC PERSONAL EQUIPMENT
426-1B: BODY ARMOR
426-1C: HELMETS
633-38: WILDLAND FIRE COLTHING
633-50: INDUSTRIAL WORK SHIRTS & PANTS
633-51: CONCEALMET CLOTHING, CAMOUFLAGE CLOTHING & BDUS
426-3A: EMERGENCY SIGNALS
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426-4G: FIREARMS STORAGE, SECURING & CLEANING EQUIPMENT; BULLET RECOVERY & GUNRACKS

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**CONTINUED PUBLIC HEARING: Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel; discussion and possible action. Roll Call Vote**

Recommendation:

CONTINUED PUBLIC HEARING: Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel. **Roll Call Vote**

Background and Discussion:

In 2021, Governor Gavin Newson signed Assembly Bill, ("AB") 481 into law requiring all law enforcement agencies in the State of California to obtain approval of their applicable governing board, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment.

Action:

CONTINUED PUBLIC HEARING: Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel. **Roll Call Vote**

Fiscal Impact:

No General Fund Impact, as requested in FY 24/25 Budget.

Attachments:

1. PCSO Military Equipment Use Policy Final (3) (1) (2) (1)
2. AB 481 Ordinance (2)

PLUMAS COUNTY SHERIFF'S OFFICE
Military Equipment Use Policy
(Rev. 09/21/2022)

PURPOSE

This policy establishes procedures for the acquisition, funding, use and reporting of "military equipment", as the term is defined in Government Code section 7070, which takes effect January 1,2022.

This policy is intended to fulfill the obligations set forth in Assembly Bill No. 481 (2021-2022). These obligations include, but are not limited to, seeking approval on specific items deemed to be "military equipment" and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

This policy shall not be construed to create a higher standard or duty of care for civil or criminal liability against the County, its officials or members. Violations of any provision(s) contained within this policy shall only form the basis for office administrative action, training or discipline.

PROCEDURE

A. DEFINITIONS

1. Governing Body – The Plumas County Board of Supervisors ("Board").

2. Military Equipment – Any of the items as defined by California Government Code section 7070, subsections (c)(1) through (c)(16).

B. GENERAL

1. In accordance with state law, PCSO will obtain the endorsement of the governing body annually prior to engaging in any of the following activities:
    a. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
    b. Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
    c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
    d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
    e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to general order.

f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

2. In seeking the approval of the governing body, PCSO will submit a proposed military equipment use policy, or subsequent amendments, to the Board and the public at least 30 days prior to any public hearing concerning the military equipment at issue.

C. MILITARY EQUIPMENT USE CONSIDERATIONS

1. The military equipment acquired and authorized by PCSO is:

   a. Necessary because there is no reasonable alternative that can achieve the same objective of deputy and civilian safety.
   b. Reasonably cost effective compared to available alternatives that can achieve the same objective of deputy and civilian safety.

2. The military equipment will only be used by employees after applicable training, including any course required by the Commission on Peace Officer Standards and Training (POST), has been completed, unless exigent circumstances arise.

D. MILITARY EQUIPMENT REPORTING CONSIDERATIONS

1. PCSO will submit an annual military equipment report to the Board that addresses each type of military equipment possessed by the Department.
2. PCSO will make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.
3. PCSO will ensure the annual military equipment report, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
   a. A summary of how the military equipment was used and the purpose of its use.
   b. A summary of any complaints or concerns received concerning the military equipment.
   c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
   d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
   e. The quantity possessed for each type of military equipment.
   f. If PCSO intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
      i. Within 30 days of submitting and publicly releasing an annual military equipment report, PCSO shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and PCSO's funding, acquisition, or use of military equipment. This may occur as a part of PCSO's presentation to the governing body.

E. CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by PCSO will be cataloged in a way which addresses each of the following requirements:

1. The manufacturers description of the equipment.
2. The capabilities of the equipment.
3. The purposes and authorized uses for which the Department proposes to use the equipment.
4. The expected lifespan of the equipment.
5. The fiscal impact of the equipment, both initially and for on-going maintenance.
6. The quantity of the equipment, whether maintained or sought.
7. The legal and procedural rules that govern each authorized use.

F. COMPLIANCE

1. PCSO's Training Unit will ensure that all PCSO members comply with this policy. The Training Unit, along with representatives from management and SWAT will conduct an annual audit. The Sheriff or designee will be notified of any policy violations and, if needed, the violations will be handled accordingly. All instances of non-compliance will be reported to the Patrol Commander within 5 days, and to the Board as soon as possible, but no later than sixty days.
2. Any member of the public can register a question or concern regarding military use equipment by contacting the Sheriff Office or submitting their question of complaint by selecting this link, (Insert hyperlink here). A response to the question or concern shall be completed by PCSO in a timely manner.
3. Any member of the public can submit a complaint to any member of the PCSO in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it will be provided to the Patrol Commander within 10 business days.

G. FUNDING

PCSO will seek Board approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

PCSO has authority to apply for funding prior to obtaining Governing body approval in exigent circumstances. PCSO shall obtain Governing body approval as soon as practicable.

H. MILITARY EQUIPMENT

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

    a. Description, quantity, capabilities, and purchase cost of UAS:
        i. DJI Mavick Pro 2, cost $2,000, quantity, 1. Bundle contains the UAS, along with battery, spare parts, charging system and iPad controller.

        The DJI Mavick Pro 2 platform is a civilian grade model UAS with camera.

b. Purpose
To be deployed when its view would assist deputies or incident commanders with the following situations, which include but are not limited to:
   i. Search for missing persons.
   ii. Natural disaster response and management.
   iii. Crime scene photography.
   iv. SWAT, tactical or other public safety and life preservation missions.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Life Span
3-5 years.

e. Fiscal Impact
$300 (battery replacement and ongoing training of pilots)

f. Training
All PCSO UAS operators will be licensed by the Federal Aviation Administration for UAS operation.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. Armored Vehicles: Mine-Resistant Ambush Protected Vehicle (MRAP) / armored personnel carrier.

a. Description, quantity, capabilities, and purchase cost
   i. CAIMAN MRAP 6 wheeled armored vehicle, cost: $0, quantity: The Caiman MRAP provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Caiman integrates technology to ensure the large and armor-protected interior is optimal for a variety of missions including 10-person transport, a four litter ambulatory system with attendant and C2OTM (command and control on the move). The Caiman's armor can stop various projectiles, which provides greater safety to citizens and deputies beyond the protection level of shields and personal body armor. It can also traverse flooded terrain or difficult-to-access areas due to a high ground clearance. A Caiman normally costs in excess of $400,000.00 to purchase. PCSO's Caiman was acquired for $0, less transportation costs, through the LESO / 1033 program.

b. Purpose
To be used in response to critical incidents to enhance deputy and community safety, improve scene containment and stabilization, to assist in resolving critical incidents, and to rescue persons at risk or injured during critical incidents. May also be used to respond to natural disasters, including floods, wild land fires, or other emergencies where a high ground clearance and / or off-road capability is required. The vehicle is designated as a Rescue Response vehicle.

c. Authorized Use
The use of armored vehicles shall only be authorized by a division commander, SWAT commander, or higher authority based on the specific circumstances of a given critical

incident. Armored vehicles shall be used only by deputies trained in their deployment and in a manner consistent with PCSO policy and training.

d. Lifespan
30 years

e. Fiscal Impact
Annual maintenance cost of $400.

f. Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

3. **37 MM Launchers and Rounds:** 37MM Launchers are utilized by PCSO personnel as a less lethal tool to launch impact and chemical agent rounds.
   a. Description, quantity, capabilities, and purchase cost
      i. DEFENSE TECHNOLOGY, 37MM SINGLE SHOT LAUNCHER, , cost: $85, quantity: 8. The 37MM Single Launcher is a tactical single shot launcher. It will fire standard 37mm less lethal ammunition. It will launch a 37MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
      ii. DEFENSE TECHNOLOGY, 37MM LIQUID CS BARRICADE PENETRATOR ROUND, #1162, cost: $23, quantity: 15. A less lethal 37MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
      iii. DEFENSE TECHNOLOGY, 37MM POWDER CS BARRICADE PENETRATOR ROUND, #1192, cost: $23, quantity 10. A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
      iv. DEFENSE TECHNOLOGY, 37 MM CS Heavy duty BARRICADE PENETRATOR ROUND, #1152, cost $22 quantity 17: A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined

areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

v. DEFENSE TECHNOLOGY, 37 MM POWDER OC BARRICADE PENETRATOR ROUND, #4341, quantity 25: A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

vi. DEFENSE TECHNOLOGY, 37 MM POWDER OC MUZZLE BLAST ROUND, #1140, cost $12, quantity 21: A less lethal 37 MM round used to deliver a small chemical payload inside of a structure or vehicle or in the open. In a tactical deployment situation, To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; to prevent the escalation of conflict.

b. Purpose
To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; for crowd control, crowd dispersal or against barricaded suspects based on the circumstances; to prevent the escalation of conflict.

c. Authorized Use
Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Training
Sworn personnel utilizing 37MM less lethal chemical agents or impact rounds shall be trained in their use by POST certified less lethal and chemical agents instructors.

e. Lifespan – All listed 37mm munitions - 5 years.

f. Fiscal Impact
$450 for replacement due to training or incident deployment

g. Legal and Procedural Rules
It is the policy of PCSO to utilize the 37mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

4. **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.
   a. Description, quantity, capabilities, and purchase cost
      i. Mossberg SHOTGUN (LESS LETHAL), cost: Varies – up to $845, quantity: 6. The Mossberg Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system

helps to maintain space between deputies and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 31. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose
To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; to prevent the escalation of conflict.

c. Authorized Use
Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Lifespan
Mossberg Less Lethal Shotgun- 15+ years.

Super Sock Round- No listed expiration date.

e. Fiscal Impact
$150 for replacement due to training or incident deployment. Annual maintenance is approximately $10 for each shotgun.

f. Training
Deputies who are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training may deploy the devices. SWAT personnel receive additional and ongoing training internally.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

5. **Combined Systems 37mm Launching Cup**: Cups that attaches to 12 gauge less lethal shotguns which allow deputies to launch canisters of chemical agents or smoke.
   a. Description, quantity, capabilities, and purchase cost

COMBINED SYSTEMS LC5 37MM LAUNCHING CUP, cost: $0, quantity: 1. The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.

b. Purpose
To assist with bringing under control, restraining or arresting an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; for crowd control, crowd dispersal or against barricaded suspects based on the circumstances; to prevent the escalation of conflict.

c. Authorized Use
Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Lifespan
Combined Systems LC5 37MM Launching Cup- 15+ years

e. Fiscal Impact
No annual maintenance.

f. Training
Launching cups are used by SWAT members who have received training from POST-certified chemical agent instructors.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize the 37mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Distraction Devices / flash-bangs:** A device used to distract dangerous persons.

a. Description, quantity, capabilities, and purchase cost
i. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: $41, quantity: 31. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. The patented design incorporated a porting system that eliminates movement of the body at deflagration even if the top or bottom of the device should be in contact with a hard surface. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

b. Purpose
A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give deputies a tactical advantage.

c. Authorized Use

Diversionary Devices shall only be used:

i. By deputies who have been trained in their proper use.
ii. In hostage and barricaded subject situations.
iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to deputies.
iv. During other high-risk situations where their use would enhance officer safety.
v. During training exercises.

d. Lifespan
10 years

e. Fiscal Impact
$500 for replacement due to training, use, or expiration of device

f. Training
Prior to use, deputies must attend diversion device training that is conducted by POST-certified instructors.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

7. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.
   a. Description, quantity, capabilities, and purchase cost
      i. DEFENSE TECHNOLOGY, CONTINUOUS DISCHARGE GRENADE, CS, #1082, cost: $33, quantity: 7. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
      ii. DEFENSE TECHNOLOGY, CS BAFFLED CANISTER GRENADE, #5230b, cost: $42, quantity: 11, The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
      iii. DEFENSE TECHNOLOGY, CS FLAMELESS HAND GRENDADE, #2842, cost $36, quantity 14. The design of the Flameless CS Grenade allows the contents to burn

within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

iv. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, #1083, cost: $38, quantity: 3. The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits RED smoke only for approximately 1.5 to 2 minutes.

v. COMBINED TACTICAL SYSTEMS, OUTDOOR TACTICAL GRENADE CS, #9230, cost $33, quantity 6, The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

c. Authorized Use

Only personnel who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules

PCSO will utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

8. **“Specialized” Firearms and Ammunition:** Firearms and ammunition which are not standard-issue.

   a. . Description, quantity, capabilities, and purchase cost

      i. REMINGTON Model 700 LTR bolt-action rifles, cost: $1000, quantity: 3. These rifles are chambered in .308 / 7.62mm and have 20-inch barrels. These rifles may be issued to qualified SWAT sniper/observers and used in an overwatch capacity.

      ii. HK UMP 45, cost $1000, quantity 4, chambered in .45 ACP, 7.8” barrel. With the UMP, Heckler & Koch has developed a versatile submachine gun the likes of which did not exist before on the world market. A weapon that can cover three calibres simply by exchanging a few assemblies: 9 mm x 19, .40 S&W and .45 ACP. The UMP combines top-rate performance with simple handling and high safety standards. The modular fibre-reinforced polymer receiver guarantees the necessary ruggedness with minimised overall weight. As a typical member of the HK family of weapons, the UMP is a highly-effective, economical alternative for military and law enforcement applications. All four rifles are issued exclusively to the SWAT team.

      iii. WINCHESTER M14 semi automatic cost: $0, quantity: 8 Obtained at no cost, less shipping, from LESO/1033 program. Chambered in 7.62/.308 cal.

      iv. Colt M16A1, cost $0, quantity 16. Obtained at no cost, less shipping, from LESO/1033 program. Chambered in 5.56mm/.223 cal.

      v. FEDERAL GOLD MEDAL .308 168GR and 175GR RIFLE ROUNDS, cost: $415 per case of 500, quantity: 4 cases total. The Federal Gold Medal .308 Winchester ammunition is new production ammo that features a 168 or 175 Grain Sierra MatchKing Hollow Point Boat Tail bullet, a non- corrosive boxer primer and the .308 Winchester ammunition is brand new never fired virgin brass casing that can be reloaded up to seven times for those shooters that reload their .308 Winchester ammunition. Sierra MatchKing Boat-tail bullet with Federal’s proprietary delivery system. This ammunition is commercially available.

   b. Purpose
      To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun; to defeat body armor; to meet or exceed a suspect’s firepower in situations; to be used when personnel reasonably anticipate an armed encounter; to be used when a suspect is barricaded or a hostage has been taken.

   c. Authorized Use
      Only personnel who are received the required POST-approved training course regarding the use of rifles are permitted to carry and deploy them. 5.56mm/.223 cal AR-15 style rifles are standard issue for deputy sheriffs.

   d. Lifespan
      The lifespan of individual firearms greatly varies depending on a wide range of factors, including assignment and associated frequency of training. For example, SWAT operators train more frequently than other units, and thus the useful lifespan of their equipment is often reduced. The following are estimated lifespans:

AR-15 style patrol rifles: 10-15+ years.

HK UMP: 5-10 years

.308 Winchester M14: 25-40 years

Ammunition – No expiration.

e. Fiscal Impact
Annual maintenance varies greatly depending on use and rifle type, generally $50 or less per rifle; semi-automatic.308 rifles estimated at $75-$100 per rifle.

f. Training
Prior to carrying any rifle on duty, personnel must be certified by POST instructors pursuant to POST Commission Regulation 1081 (a 16-hour rifle course). All personnel that are authorized to carry a rifle on duty are required to pass regular range qualifications. Furthermore, all personnel that are authorized to carry and deploy a .308 caliber rifle must have successfully completed a POST approved basic sniper/observer course (40 hours) and be assigned with the SWAT team.

g. Legal and Procedural Rules
It is the policy of PCSO to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

ORDINANCE NUMBER 2024-____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481

The Board of Supervisors of the County of Plumas hereby ordains as follows:

SECTION 1. FINDINGS AND PURPOSE.

A. On September 20, 2021, Governor Gavin Newsom signed Assembly Bill ("AB") 481 into law, which is codified at Government Code section 7070 et. Seq.

B. The legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire and/or use military equipment, as defined under AB 481.

C. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to funding, acquisition, and/or use of military equipment.

D. AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing board within one year of approval, and annually thereafter so long as the military equipment is available for use.

E. AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.

F. The Board of Supervisors believes that with respect to the attached Military Equipment Policy for the Sheriff's Office: 1) the identified equipment is necessary because there is no suitable alternative that can achieve the same objective of officer and civilian safety; 2)the policy will serve to safeguard the public's welfare,

safety, civil rights and civil liberties; 3) in future instances in which equipment is to be purchased, the equipment will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) corrective action has to be taken, as necessary, to ensure that prior nonconforming use of military equipment is in compliance with these new policies.

SECTION 2.

The attached policy titled “Military Equipment Use Policy”, shall be added to the Plumas County Sheriff’s Office Policy Manual.

SECTION 3. SEVERABILTY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE.

This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 21st day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Gregory Hagwood, Chair,
Plumas County Board of Supervisors

ATTEST:

_____
Allen Hiskey,
Clerk of the Board

Approved as to form:
Sara James, Attorney
County Counsel’s Office

PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Marcy DeMartile, Clerk/Recorder**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**Adopt RESOLUTION Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt the HAVA Agreement Resolution, as presented, to certify approval of the application prior to submission to the Secretary of State for HAVA funds; and appoint the County Elections Official as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, which may be necessary to completion of each project, and authorize the County Elections Official sign Agreements as County Representative.

Background and Discussion:

New state and federal HAVA funding associated with polling place accessibility and the improvement of the administration of elections has been authorized by the state and federal governments. Funds are to be used for polling place accessibility.

Action:

Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Fund Impact; state and federal funds.

Attachments:

1. HAVA Resolution
2. HAVA Agreement

RESOLUTION 2024 -_____

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING AGREEMENT **23G26132** BETWEEN
THE COUNTY OF PLUMAS AND THE CALIFORNIA SECRETARY OF STATE
UNDER THE TERMS OF THE HELP AMERICA VOTE ACT

COUNTY OF PLUMAS
HAVA - Help America Vote Act Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration and;

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002, and the purpose of this agreement is to provide the County of Plumas with federal funds (HAVA funds), CFDA Number 90.404, administered by the U. S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101, 103, 104 for polling place accessibility and the improvement of the administration of elections. The funds are subject to the provisions of the agreement and requirements of state and federal law, regulation and procedures.

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors

1. Authorizes the County to enter into an Agreement with the California Secretary of State; and
2. Certifies the County understands the assurances and certification in the Application form; and
3. Certifies the County has reviewed and understands the Application and procedures; and
4. Appoints the County Elections Officer to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreements, payment requests etc., which may be necessary for the completion of the projects.

I, the undersigned, hereby certify that the foregoing Resolution Number 2024 -_____ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:
Noes:
Absent:

_____ _____ Date:_____

Allen Hiskey,
Clerk to the Board of Supervisors

Greg Hagwood,
Chair of the Board of Supervisors

Approved as to form
Joshua Brechtel, Attorney
County Counsel's Office

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G26132	SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Plumas County

2. The term of this Agreement is:

START DATE
January 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$20,000.00; Twenty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	4
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C*	General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Plumas County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
520 Main Street Room 102	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
Marcy Demartile	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Approved as to form:
Joshua Brechtel, Attorney
County Counsel's Office

D: 0890-23G26132

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G26132	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, 4.04.A.2		

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EXHIBIT A
SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Plumas ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 90.404, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

For County: Marcy DeMartile (530) 283-6256

For State: Antwanette Wiley (916) 695-1657

D. USE OF FUNDS

1. General Uses

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred, provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

1) Reimbursement for travel expenses incurred after July 1, 2023, for staff to attend one of the Secretary of State training.
2) Reimbursement for staff salaries and benefits incurred after July 1, 2023, for accessibility surveys of polling places or for training staff to survey polling places.
3) Reimbursement for other expenses as provided below incurred after July 1, 2023, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as

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set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

4) Reimbursement for costs incurred after July 1, 2023 associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
5) Reimbursement for funds expended after July 1, 2023, assessment supplies or equipment and supplies as needed, including any of the items listed below:

a. Assessing Accessibility

1) Tools to measure slope;
2) Tools to measure width, turning area, etc;
3) Calculators;
4) Survey kits;
5) Clipboards;
6) Tape measures;
7) Polling Place Inspectors/Surveyors;
8) Cameras;
9) Door pressure gauges;
10) Tablets used for conducting surveys[1].

b. Equipment and Activities to Improve Physical Accessibility

1) New accessible voting booths;
2) Retrofitting voting booths;
3) Tools or equipment to modify voting booths;
4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
5) Adapter "kits" or other materials to make a voting station accessible;
6) Signage (parking, directional, entrance, etc.);
7) Accessible tables;
8) Chairs (for seated voting);
9) Supports for accessibility signage;
10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
11) Doorstops;
12) Lighting;
13) Low-vision pens;
14) Magnifying devices;
15) Mats or other materials to make the path of travel accessible;
16) Pen grips;
17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
18) Temporary handrails;
19) Permanent handrails;
20) Threshold covers or mats;
21) Traffic cones or other materials to make parking temporarily accessible for voting;

[1] If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E – Additional Provisions.

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22) Wedges;
23) Equipment for CD/DVD duplication;
24) Accessibility web site development costs;
25) Improving accessibility of web site.

c. Training Materials and Programs

1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
2) Development, production, translation of video/DVD training materials;
3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
2) Public advertising of information on accessibility of polling places and voting;
3) Mailers to disseminate information on services for persons with disabilities;
4) Translation of existing materials related to accessibility into required languages;
5) Reformatting and re-printing materials into "large-type";
6) Readability analysis to simplify informational or instructional materials;
7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

e. Remote Accessible Vote-by-Mail System (RAVBM)

1) Reimbursement for costs associated with the acquisition or deployment of a certified remote accessible vote by mail system, which allows a voter with a disability to download, mark electronically, print, and then cast their voted selections by returning the printed paper cast vote record to the elections office.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sale determiner of whether or not an expenditure is reimbursable.

1) Administrative costs;

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2) Batteries;
3) Blackberries/Smartphones (hand held computers);
4) Braille business cards;
5) Cable TV;
6) Cassette players;
7) Cassette tapes (except those used for voter education);
8) Catering;
9) Computers;
10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
11) Office supplies, including but not limited to paper, pens and post-it notes;
12) Concrete paving for parking lots and spaces;
13) Concrete ramps;
14) DREs /other voting equipment (can be purchased with other HAVA funds);
15) Emergency exit signs;
16) Facility rental;
17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
18) Food;
19) Gas (except travel reimbursements[2]);
20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
21) Invitations;
22) Laptops;
23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
23) Light bulbs;
24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
26) Parking lot improvements;
27) Photographers;
28) Scanners;
29) Staff salaries of County employees not conducting one of the activities allowable;
30) Trailers;
31) Transportation to polling site;
32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please reach us at (916) 695-1657 or HAVAInvoices@sos.ca.gov.

[2] Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred and not to exceed the total amount on the contract.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only if the United State Government for fiscal year 2022-23 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

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D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than $20,000.00.

6. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of 2 CFR 200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Uses of Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

(1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';

(2) Include the total amount of the claim;

(3) Include the agreement number on the face sheet;

(4) Identify whether additional claims are expected to be submitted;

(5) Include the hourly charge of any contractor for which a claim is made for their time;

(6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

(7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any

work paid for as time and materials); Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes, and

(8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225. may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf.

10. Payments of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2 CFR - Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

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14. Order of Processing

    Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside of The Scope of Work

    Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:
https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:

    a. Accurately reflects fiscal transactions with necessary controls and safeguards;

    b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

    c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

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B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2023.

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf;

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 251 of HAVA;

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting

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bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

    Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at https://sam.gov/content/home

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

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EXHIBIT E
ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

a. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

b. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

c. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

d. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

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g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

h. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

i. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

j. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

a. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).

b. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.

c. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.

d. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.

e. A report on the program must be produced prior to reimbursement approval that provides certain information, including:

1. A description of the program.

2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)

3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any

4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors

5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

3. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

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EXHIBIT G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

HAVA ACTIVITY HOURS

	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
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PROGRAM TIME REPORTING

DELIVERABLE NAME	ORG	HOURS
(Taken from proposal and contract)		0.0
		0.0
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		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
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		0.0
		0.0
		0.0
		0.0
	MONTHLY TOTAL	0.0

SIGNATURE OF CONTRACTOR	DATE

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 21, 2024**
SUBJECT:	**11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

The Department of Public Works respectfully requests the Board of Supervisors hold the public hearing on the ordinance, introduce and waive the first reading of the ordinance, and schedule adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion:

On June 1st of 2024 the new procedures for establishing radar enforceable speed zones in California will come into effect. In preparation for the proposed changes, the Public Works Department has begun updating all the Engineering & Traffic Study (ETS) Reports for radar enforceable zones on Plumas County maintained roadway. It was noted during the review that the Article 7 – Speed Zone section of the Plumas County Code is confusing and out of date with regards to current speed zones.

The purpose of the Ordinance is to standardize the language, to remove duplicate speed zones and to remove speed zones for roads that are no longer maintained by Plumas County.

Action:

11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. No General Fund Impact. **Roll call vote**

Fiscal Impact:

No impact to General Fund. Fund is N/A

Attachments:

1. Ordinance - Article 7 Speed Limits 050624
2. Backup - Article 7 Speed Limits 051324

Plumas County, California
ORDINANCE NO. 24-_____

AN ORDINANCE ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating speed zones throughout Plumas County]

The Board of Supervisors of the County of Plumas ORDAIN as follows:

Section 1. Legislative Intent: The Plumas County Director or Public Works and Road Commissioner has reviewed Article 7, Chapter 3, Title 4 of the Plumas County Code and has determined that the current language is out of date and confusing. It is the intent of this language revision to standardize the description of each speed zone and to remove any obsolete speed zones located on roadways maintained by Plumas County.

Section 2. Amendment of Article 7 – Speed Zones, Chapter 3, Title 4

Article 7, Chapter 3, Title 4 of the Plumas County Code to read as follows:

- **Sec. 4-3.701. - Road markers: Placement.**

  The Road Commissioner is hereby directed to obtain and properly place in the restricted areas the proper road markers to reflect the speed limits in the restricted areas.

- **Sec. 4-3.702. - Fifteen miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be fifteen (15) miles per hour:

  a) County Road QU26 (also known as Alder Street) - beginning at the intersection with County Road QU23 (Boyle Street), thence south 0.16 miles to the intersection with County Road QU04 (High Street);

  b) County Road 506 (also known as Main Street) - beginning at a point 0.05 miles northerly of CR 507 (Johnsville McCrea Road) thence north a distance of 0.51 miles; during the period from December 1 through March 31 of each year;

- **Sec. 4-3.703. - Twenty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be twenty-five (25) miles per hour:

a) County Road AL01 (also known as Almanor Street) - beginning at the intersection of County Road 310 (Almanor Drive West), thence southeasterly a distance 0.31 miles to the intersection with County Road 310 (Almanor Drive West);

b) County Road 207 (also known as Arlington Road) - beginning at point 0.25 miles east of County Road 208 (China Grade Road), thence easterly a distance of 0.6 miles;

c) Reserved

d) County Road 112 (also known as Main Street) – Beginning at the intersection with State Route 89, thence northeasterly 0.18 miles to the intersection of County Road GV04 (Bush Street);

e) Reserved

f) County Road 515 (also known as Camp Layman Road) - beginning at the west end of the Feather River Bridge, thence northwesterly 0.35 miles to end of pavement;

g) County Road 310 (also known as Almanor Drive West) - beginning at a point 0.7 miles east of the intersection of State Route 89; thence easterly a distance of 1.6 miles;

h) Reserved

i) County Road 313A (also known as Peninsula Drive) - beginning at the intersection with County Road 303 (A13), thence southwesterly a distance of two (2.0) miles;

j) Reserved;

k) County Road 419 (also known as Golden Eagle Avenue) - beginning at a point 0.23 miles west of State Highway 70 and thence westerly 0.29 miles to the Feather River College upper parking lot;

l) County Road GV19 (also known as Hot Springs Road) – beginning at the intersection with State Highway 89 thence easterly a distance of 0.43 miles to end of pavement;

m) County Road 203 (also known as Greenville Round Valley Road) – beginning at the intersection with CR 202 (Greenville Wolf Creek Road, thence a distance of 0.4 miles to the concrete bridge;

n) County Road 202 (also known as Greenville Wolf Creek Road) - beginning at a point 0.3 miles southeasterly from the intersection of CR 202A (Setzer Camp Road), thence southeasterly a distance of 0.54 miles;

o) County Road 202 (also known as Greenville Wolf Creek Road) – beginning at the intersection with State Highway 89, thence southwesterly and northwesterly a distance of 0.8 miles to the intersection with County Road GV14 (Higbie Avenue);

p) County Road 404 (also known as Chandler Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence easterly a distance of 2.9 miles to the intersection with State Route 70/89;

q) County Road 506 (also known as Main Street) – beginning at a point 0.05 miles easterly of the intersection with CR 507 (Johnsville McCrea Road), thence easterly 0.51 miles;

r) County Road 405 (also known as Lee Road) – beginning at the intersection with County Road EQ05 (Pioneer Road), thence easterly a distance of 0.77 miles to the intersection with State Highway 70/89;

s) County Road 511 (also known as La Porte Road) - beginning at a point 0.4 miles northerly of County Road 513 (Port Wine Road), thence southerly 0.7 miles;

t) County Road EQ04 (also known as Mill Creek Road) - beginning at the intersection with State Route 70/89, thence southerly a distance of 0.45 miles;

u) County Road 513 (also known as Port Wine Road) - beginning at the intersection with County Road 511 (La Porte Road), thence westerly on a distance of 0.2 miles;

v) County Road 414 (also known as Bucks Lake Road), beginning at a point 0.4 miles west of Bucks Creek Bridge, thence westerly a distance of 2.0 miles;

w) County Road 211 (also known as Nelson Street) – beginning at the intersection with County Road 207 (Arlington Road), thence northerly a distance of 0.1 miles;

x) County Road 406 (also known as Quincy Junction Road) – beginning at the intersection with State Highway 70/89, thence northerly 800 feet;

- **Sec. 4-3.703.1. - Thirty miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty (30) miles per hour:

  a) County Road 411 (also known as Bucks Lake Rd) – beginning at the intersection with County Road QU05 (Davis Street), thence westerly to a point 200 feet west of County Road BE07 (Bellamy Lane);

  b) All of the Lake Almanor West Subdivision public streets: Lake Almanor West Drive (County Road AW01) beginning 0.34 miles from the intersection of State Highway 89, Osprey Loop (County Road AW06), Marion Trail (County Road AW05), Slim Drive (County Road AW03), Goose Bay Trail (County Road AW11), Kokanee Trail (County Road AW02), Long Iron Drive (County Road AW04), Maidu Drive (County Road AW07), Manzanita Drive (County Road AW08), Raccoon Trail (County Road AW09), and Top of the West Drive (County Road AW10);

  c) County Road 112 (also known as Main Street) – beginning at the intersection with County Road GV04 (Bush Street), thence northeasterly 0.43 miles;

- **Sec. 4-3.704. - Thirty-five miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty-five (35) miles per hour:

  a) County Road 405 (also known as Lee Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence southeasterly 1.31 miles to its intersection with County Road EQ05 (Pioneer Road);

  b) County Road 112 (also known as Genesee Road) - beginning at the intersection of County Road 113 (Grizzly Road), thence westerly a distance of 0.5 miles;

  c) County Road 411 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence easterly a distance of 0.51 miles to the intersection with County Road 413 (Spanish Ranch Road);

  d) County Road 414 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence southerly a distance of 2.1 miles to the intersection with Silver Lake Road;

  e) County Road 112 (also known as Main Street) – beginning at a point 0.61 miles northeasterly of State Route 89, thence northeasterly 0.36 miles to the intersection with County Road 219 (Williams Valley Road);

f) County Road 219 (also known as Williams Valley Road) - beginning at the intersection of County Road 112 (North Valley Road), thence northerly 0.80 miles to the intersection with County Road 220 (Lower Williams Valley Road;

g) County Road 509 (also known as Sloat Road) - beginning at the intersection with County Road 509A (Old Sloat Road), thence northeasterly 0.80 miles to the intersection with State Route 70/89;

h) County Road 506 (also known as Graeagle Johnsville Road) - beginning at the intersection with State Route 89, thence westerly 1.32 miles to a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road);

- **Sec. 4-3.705. - Forty miles per hour.**

The speed limits on the following streets or parts of streets are hereby declared to be forty (40) miles per hour:

a) Reserved

- **Sec. 4-3.705.1. - Forty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be forty-five (45) miles per hour:

a) County Road 313 (also known as A13) - beginning at the intersection with State Route 147, thence northwesterly a distance of 0.5 miles;

b) County Road 114 (also known as Portola McLears Rd) - beginning at the Portola City Limits, thence southwesterly a distance of 4.7 miles to the southerly boundary of Gold Mountain Subdivision;

c) Reserved

d) Reserved

e) County Road 112 (also known as Grizzly Road) - beginning at State Route 70 and proceeding northerly 6.46 miles to the intersection with County Road 126 (Lake Davis Road);

f) County Road 215 (also known as Hideaway Road) beginning at a point 0.10 miles west of the intersection with State Route 89 and proceeding westerly 0.95 miles to a point 0.15 miles easterly of the intersection with County Road 203 (Greenville Round Valley Road);

g) County Road 511 (also known as Quincy La Porte Road) - beginning at the intersection with State Route 70/89, thence proceeding southerly a distance of 2.5 miles to the first crossing of Thompson Creek;

h) County Road 406 (also known as Quincy Junction Road) - beginning at a point 816 feet west of the intersection with County Road 424 (Kelsey Lane), thence proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road);

i) County Road 506 (also known as Graeagle-Johnsville Road) - beginning a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road), thence proceeding westerly 0.40 miles to the intersection with County Road 502 (Poplar Valley Road);

- **Sec. 4-3.705.2. - Fifty miles per hour.**

The speed limit on the following street and parts of streets9 are hereby declared to be fifty (50) miles per hour.

a) Reserved.

- **Sec. 4-3.705.3. - Fifty-five miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be fifty-five (55) miles per hour.

a) Reserved.

- **Sec. 4-3.705.4. - Sixty miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be sixty (60) miles per hour.

a) Reserved.

- **Sec. 4-3.705.6. - Sixty-five miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be sixty-five (65) miles per hour.

a) County Road 109 (also known as Beckwourth Calpine Road) - beginning at the intersection of State Route 70 and then proceeding southerly 8.62 miles to the Plumas County line;

Section 3. Effective and operational dates; Codification;

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:
NOES:
ABSENT:

ATTEST: _____
Chair, Board of Supervisors

_____
Clerk of the Board

~~Existing County Code~~Revised 05/13/24

Plumas County Code

Title4, Chapter 3, Article 7 – Speed Limits

- **Article 7. - Speed Limits**

- **Sec. 4-3.701. - Road markers: Placement.**

  The Road Commissioner is hereby directed to obtain and properly place in the restricted areas the proper road markers to reflect the speed limits in the restricted areas.

- **Sec. 4-3.702. - Fifteen miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be fifteen (15) miles per hour:

  a) ~~Alder Street beginning at the intersection of Alder Street and Boyle Street, thence south along Boyle Street to the intersection of Alder Street and High Street, a distance of approximately 0.1 mile; and~~ ***County Road QU26 (also known as Alder Street) - beginning at the intersection with County Road QU23 (Boyle Street), thence south 0.16 miles to the intersection with County Road QU04 (High Street)***.

  b) ~~Main Street (County Road 506) within the township boundaries of Johnsville during the period from December 1 though March 31 of each year.~~ ***County Road 506 (also known as Main Street) - beginning at a point 0.05 miles northerly of CR 507 (Johnsville McCrea Road) thence north a distance of 0.51 miles; during the period from December 1 through March 31 of each year***.

- **Sec. 4-3.703. - Twenty-five miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be twenty-five (25) miles per hour:

  a) ~~Almanor Street beginning at the intersection of County Road 310, thence southeasterly along AL 1 to County Road 310 a distance of 0.31 mile;~~ **County Road AL01 (also known as Almanor Street) - beginning at the intersection of**

County Road 310 (Almanor Drive West), thence southeasterly a distance 0.31 miles to the intersection with County Road 310 (Almanor Drive West).

b) ~~Arlington Road beginning at Culvert #209°10 on FAS Road #1062, in Taylorsville to the east side of the concrete bridge, a distance of 0.6 mile;~~ ***County Road 207 (also known as Arlington Road) - beginning at point 0.25 miles east of County Road 208 (China Grade Road), thence easterly a distance of 0.6 miles***.

c) ~~Beckwourth-Genessee Road (also known as Clover Valley Road and also known as County Road No. 111) which lies between two (2) miles and 2.35 miles north of the intersection of State Highway 70 and Beckwourth-Genessee Road;~~ ***Reserved***

d) ~~Beckwourth-Greenville Road from the intersection of State Highway 89 and Beckwourth-Greenville Road (also known as County Primary Road 112) to Bush Street, a distance of 0.18 mile on Beckwourth-Greenville Road;~~ ***County Road 112 (also known as Main Street) – Beginning at the intersection with State Route 89, thence northeasterly 0.18 miles to the intersection of County Road GV04 (Bush Street)***.

e) ~~Boat Landing Road (also known as County Road 320) on the north end of Lake Almanor, said point being 1.5 miles from the junction of Boat Landing Road with State Highway (Sign Route 36), and at the northerly end of the upper camp site and extending southerly therefrom to the end of Boat Landing Road a distance of 0.8 mile or at the southerly end of the lower camp site;~~ ***Reserved***

f) ~~Camp Layman Road (also known as County Road No. 515) beginning at the west end of the Feather River Bridge No. 1-515 to the end of County Road No. 515, a distance of 1,848 feet;~~ ***County Road 515 (also known as Camp Layman Road) - beginning at the west end of the Feather River Bridge, thence northwesterly 0.35 miles to end of pavement.***

g) ~~County Road 310 beginning at a point 0.7 mile east of the intersection of State Route 89; thence easterly along said County Road 310, a distance of 1.6 miles;~~ ***County Road 310 (also known as Almanor Drive West) - beginning at a point 0.7 mile*****s*** ***east of the intersection of State Route 89; thence easterly a distance of 1.6 miles.***

h) ~~County Road P-313 (also known as Big Springs Road) beginning at a point 0.5 mile westerly of the intersection of Big Springs Road and Almanor East Side Road (State Route 183), thence continuing westerly for one (1) mile;~~ **Reserved**

i) ~~County Road S-313-A (also known as Almanor Peninsula Road) beginning at the intersection of Big Springs Road and Almanor Peninsula Road, thence southwesterly on Almanor Peninsula Road, a distance of two (2) miles;~~ ***County Road 313A (also known as Peninsula Drive) - beginning at the intersection***

Commented [CM1]: Roadway section has been relinquished to the private property owner

Commented [CM2]: Roadway does not exist as described

Commented [CM3]: Superseded by PCC Section 4-3.705.1(a)

with County Road 303 (A13), thence southwesterly a distance of two (2.0) miles.

j) Reserved;

k) ~~Golden Eagle Avenue (also known as County Road No. 419) beginning at a point 1,250 feet west of State Highway 70 and thence westerly to the end of the County Road at the Feather River College parking lot, a distance of approximately 1,550 feet;~~ ***County Road 419 (also known as Golden Eagle Avenue) - beginning at a point 0.23 miles west of State Highway 70 and thence westerly 0.29 miles to the Feather River College upper parking lot.***

l) ~~Greenville Street (also known as County Road 208) from the intersection of Hot Springs Road and State Highway 89 to the east entrance of the Feather River District Hospital, a distance of 0.4 mile;~~ ***County Road GV19 (also known as Hot Springs Road) – beginning at the intersection with State Highway 89 thence easterly a distance of 0.4 miles to the entrance of the Feather River District Hospital.***

m) ~~Greenville Round Valley Road (also known as County Road 203) from the intersection of County Road Secondary 202, Wolf Creek Road, and Greenville Round Valley Road, a distance of 0.4 mile to the concrete bridge;~~ ***County Road 203 (also known as Greenville Round Valley Road) – beginning at the intersection with CR 202 (Greenville Wolf Creek Road, thence a distance of 0.4 miles to the concrete bridge.***

n) ~~Greenville Wolf Creek Road (also known as County Road 202) beginning at a point 0.3 mile southeasterly from the intersection of County Roads 202 and 202-A and running thence 0.54 mile in a southeasterly direction along County Road 202;~~ **County Road 202 (also known as Greenville Wolf Creek Road) - beginning at a point 0.3 miles southeasterly from the intersection of CR 202A (Setzer Camp Road), thence southeasterly a distance of 0.54 miles.**

o) ~~Greenville Wolf Creek Road (also known as County Road 202) from the intersection of State Highway 89 and Greenville Wolf Creek Road to the Spur Railroad crossing, a distance of 0.8 mile;~~ ***County Road 202 (also known as Greenville Wolf Creek Road) – beginning at the intersection with State Highway 89, thence southwesterly and northwesterly a distance of 0.8 miles to the intersection with County Road GV14 (Higbie Avenue).***

p) ~~Chandler Road (also known as County Road 404) extending easterly from County Road Primary 406, FAS 1060 to the intersection of State Highway 70, a distance of 2.9 miles;~~ ***County Road 404 (also known as Chandler Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence easterly a distance of 2.9 miles to the intersection with State Route 70/89.***

q) ~~Johnsville Road in Johnsville, California, beginning at a point 0.05 mile easterly of the junction of County Road F-506 through Johnsville, a distance of 0.51 mile;~~ ***County Road 506 (also known as Main Street) – beginning at a point 0.05 mile**s* ***easterly of the intersection with CR 507 (Johnsville McCrea Road), thence easterly 0.51 miles**.*

r) ~~Lee Road (also known as County Road 405) extending easterly from Pioneer Road to the intersection of State Highway 70;~~ ***County Road 405 (also known as Lee Road) – beginning at the intersection with County Road EQ05 (Pioneer Road), thence easterly a distance of 0.77 miles to the intersection with State Highway 70/89**.*

s) ~~La Porte Road (also known as County Road No. 511) beginning at the intersection of La Porte Road and Port Wine Road; thence north on La Porte Road, a distance of 0.4 mile; and beginning at the intersection of La Porte Road and Porte Wine Road; thence south on La Porte Road, a distance of 0.3 mile;~~ ***County Road 511 (also known as La Porte Road) - beginning at a point 0.4 miles northerly of County Road 513 (Port Wine Road), thence southerly 0.7 miles**.*

t) ~~Mill Creek Road in east Quincy, California, beginning at the intersection of United States Highway 70 and Mill Creek Road, thence southerly on Mill Creek Road, a distance of 0.45 mile;~~ ***County Road EQ04 (also known as Mill Creek Road) - beginning at the intersection with State Route 70/89, thence southerly a distance of 0.45 mile**s**.*

u) ~~Port Wine Road (also known as County Road No. 513) beginning at the intersection of La Porte Road (also known as County Road No. 511) and Port Wine Road, westerly on Port Wine Road, a distance of 0.2 mile;~~ ***County Road 513 (also known as Port Wine Road) - beginning at the intersection with County Road 511 (La Porte Road), thence westerly on a distance of 0.2 mile**s**.*

v) ~~Quincy-Bucks Lake Road, beginning 0.4 mile west of the Bucks Creek Bridge, thence westerly along Quincy-Bucks Lake Road (also known as County Road P-414) a distance of two (2) miles;~~ ***County Road 414 (also known as Bucks Lake Road), beginning at a point 0.4 mile west of Bucks Creek Bridge, thence westerly a distance of two (2) miles**.*

w) ~~Taylorsville Street (also known as County Road 211) from the intersection going north of FAS Road #1062, Arlington Road, and County Road 211, a distance of 0.1 mile.~~ ***County Road 211 (also known as Nelson Street) – beginning at the intersection with County Road 207 (Arlington Road), thence northerly a distance of 0.1 miles**.*

x) County Road 406 (***also known as*** Quincy Junction Road***) – beginning at the intersection with*** ~~between~~ State Highway 70/89, ~~***and***~~ ***thence northerly*** ~~proceeding northerly~~ 800 feet.

- **Sec. 4-3.703.1. - Thirty miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty (30) miles per hour:

  a) ~~County Road 411 between Davis Street and 200 feet westerly of Bellamy Lane;~~ ***County Road 411 (also known as Bucks Lake Rd) – beginning at the intersection with County Road QU05 (Davis Street), thence westerly to a point 200 feet west of County Road BE07 (Bellamy Lane).***

  b) All of the Lake Almanor West Subdivision public streets: Lake Almanor West Drive (County Road AW01) beginning 0.34 miles from the intersection of State Highway 89, Osprey Loop (County Road AW06), Marion Trail (County Road AW05), Slim Drive (County Road AW03), Goose Bay Trail (County Road AW11), Kokanee Trail (County Road AW02), Long Iron Drive (County Road AW04), Maidu Drive (County Road AW07), Manzanita Drive (County Road AW08), Raccoon Trail (County Road AW09), and Top of the West Drive (County Road AW10).

  c) ~~Main Street, from Bush Street to a point 0.43 miles northeast of Bush Street.~~ ***County Road 112 (also known as Main Street) – beginning at the intersection with County Road GV04 (Bush Street), thence northeasterly 0.43 miles.***

- **Sec. 4-3.704. - Thirty-five miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty-five (35) miles per hour:

  a) ~~Lee Road from the intersection with Quincy-Junction Road to its intersection with Pioneer Road;~~ ***County Road 405 (also known as Lee Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence southeasterly 1.31 miles to its intersection with County Road EQ05 (Pioneer Road).***

  b) ~~County Road 112 (also known as Beckwourth-Greenville Road) in Genesee Valley, California, beginning at the intersection of County Roads 111 and 112, thence westerly on County Road 112 a distance of 0.5 mile;~~ ***County Road 112 (also known as Genesee Road) - beginning at the intersection of County Road 113 (Grizzly Road), thence westerly a distance of 0.5 miles.***

  c) ~~County Road 411 (also known as Bucks Lake Road) from its intersection with County Road 414, a distance of 0.5 miles easterly;~~ ***County Road 411 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence easterly a distance of 0.51 miles to the intersection with County Road 413 (Spanish Ranch Road).***

d) ~~County Road 411 (also known as Spanish Ranch-Butte County Road) from its intersection with County Road 411, a distance of 2.1 miles southerly through Meadow Valley to its intersection with Silver Lake Road;~~ ***County Road 414 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence southerly a distance of 2.1 miles to the intersection with Silver Lake Road***.

e) ~~County Road 112 (also known as Main Street northerly of Greenville) from 0.61 miles northerly of State Highway 89 to its intersection with Williams Valley Road (County Road 219).~~ ***County Road 112 (also known as Main Street) – beginning at a point 0.61 miles northeasterly of State Route 89, thence northeasterly 0.36 miles to the intersection with County Road 219 (Williams Valley Road)***.

f) ~~County Road 219 (also known as Williams Valley Road) beginning at the intersection of County Road 112 (also known as North Valley Road) to the intersection of County Road 220 (also known as Lower Williams Valley Road) a distance of 0.80 miles.~~ ***County Road 219 (also known as Williams Valley Road) - beginning at the intersection of County Road 112 (North Valley Road), thence northerly 0.80 miles to the intersection with County Road 220 (Lower Williams Valley Road***.

g) ~~County Road 509 (also known as Sloat Road) beginning at the intersection of County Road 509A (also known as Old Road) to the intersection of State Highway 70/89 a distance of 0.80 miles.~~ ***County Road 509 (also known as Sloat Road) - beginning at the intersection with County Road 509A (Old Sloat Road), thence northeasterly 0.80 miles to the intersection with State Route 70/89***.

h) ~~County Road 506 (also known as Graeagle-Johnsville Road) beginning at Highway 89, and continuing westerly to a point .25 mile west of the Mohawk Highway Road.~~ ***County Road 506 (also known as Graeagle Johnsville Road) - beginning at the intersection with State Route 89, thence westerly 1.32 miles to a point 0.25 mile west of the intersection with County Road 506B (Mohawk Highway 40A Road)***.

- **Sec. 4-3.705. - Forty miles per hour.**

The speed limits on the following streets or parts of streets are hereby declared to be forty (40) miles per hour:

a) ~~Meadow Valley Road (also known as FAS 1059) between the place where it is crossed by the section line between Sections 14 and 15, Township 24 North, Range 9, East, M.D.M., and a place on Meadow Valley Road which is 600 feet westerly or where the center line of said Section 15 crosses said County Road.~~***Reserved***

Commented [CM4]: Superseded by PCC Sec. 4-3.703-1(a)

- **Sec. 4-3.705.1. - Forty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be forty-five (45) miles per hour:

a) ~~County Road 313 (also known as A 13) beginning at State Route 147 and running in a northwesterly direction 0.5 miles;~~ ***County Road 313 (also known as A13) - beginning at the intersection with State Route 147, thence northwesterly a distance of 0.5 miles***.

b) ~~County Road 114 (also known as Portola/McLears Road) beginning at the city limits of Portola and running in a southwesterly direction 4.7 miles to the southerly boundary of the Gold Mountain Subdivision;~~ ***County Road 114 (also known as Portola McLears Rd) - beginning at the Portola City Limits, thence southwesterly a distance of 4.7 miles to the southerly boundary of Gold Mountain Subdivision***.

c) ~~Quincy-Junction Road from 600 feet north of the intersection of State Highway 40 A 70/89 to the intersection of Chandler Road (No. 404).~~ ***Reserved***

d) ~~County Road 509 (also known as Sloat Road) beginning at State Route 70 and running in a southwesterly direction 1.2 miles to the intersection of County Road 509B (also known as the Sloat-Poplar Valley Road).~~ ***Reserved***

e) ~~County Road 112 (also known as Grizzly Road) beginning at State Route 70 and proceeding northerly 6.46 miles to the intersection of County Road 126 (also known as Lake Davis Road).~~ ***County Road 112 (also known as Grizzly Road) - beginning at State Route 70 and proceeding northerly 6.46 miles to the intersection with County Road 126 (Lake Davis Road)***.

f) County Road 215 (also known as Hideaway Road) beginning at a point 0.10 miles west of the intersection with State Route 89 and proceeding westerly~~. Said terminus is 0.15 miles easterly of the intersection of the Greenville Round Valley Road (County Road 203).~~ ***westerly 0.95 miles to a point 0.15 miles easterly of the intersection with County Road 203 (Greenville Round Valley Road)***.

g) County Road 511 (also known as Quincy La Porte Road) - ~~beginning at the crossing of Thompson Creek to the intersection of State Highway 70/89 a distance of 2.5 miles.~~ ***beginning at the intersection with State Route 70/89, thence proceeding southerly a distance of 2.5 miles to the first crossing of Thompson Creek***.

h) ~~County Road 406 (Quincy Junction Road) from a point 800 feet northerly of State Highway 70/89 to the intersection of County Road 404 (Chandler Road).~~ ***County Road 406 (also known as Quincy Junction Road) - beginning at a point***

Commented [CM5]: Superseded by PCC Sec. 4-3-705-1(h)

Commented [CM6]: Superseded by PCC Section 4-3.704(g)

816 feet west of the intersection with County Road 424 (Kelsey Lane), thence proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road.

i) ~~County Road 506 (also known as Graeagle-Johnsville Road) beginning a point .25 mile west of the Mohawk Highway Road and proceeding westerly to Poplar Valley Road (also known as Lundy Lane).~~ ***County Road 506 (also known as Graeagle-Johnsville Road) - beginning a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road), thence proceeding westerly 0.40 miles to the intersection with County Road 502 (Poplar Valley Road).***

- **Sec. 4-3.705.2. - Fifty miles per hour.**

The speed limit on the following street and parts of street are hereby declared to be fifty (50) miles per hour.

a) Reserved.

- **Sec. 4-3.705.3. - Fifty-five miles per hour.**

The speed limit on the following street and parts of street are hereby declared to be fifty-five (55) miles per hour.

a) Reserved.

- **Sec. 4-3.705.4. - Sixty miles per hour.**

The speed limit on the following street and parts of street are hereby declared to be sixty (60) miles per hour.

a) Reserved.

- **Sec. 4-3.705.6. - Sixty-five miles per hour.**

The speed limit on the following street and parts of street are hereby declared to be sixty-five (65) miles per hour.

a) ***County Road 109 (also known as*** Beckwourth Calpine Road~~) (No. 109) (also known as A-23)~~ - beginning at the intersection of ***State Route*** ~~Highway~~ 70 and then proceeding southerly ***8.62 miles*** to the Plumas County line.

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Training/Transition Overlap Policy**

Recommendation:
Adopt this policy to allow County departments to recruit and fill positions before seasoned employees leave and institutional knowledge is gone.

Background and Discussion:
In order to provide for a transition and/or training period between an outgoing employee and an incoming employee, a new employee or a promoted employee may be appointed to a position not more than one hundred and eighty (180) working days prior to the last day worked by the outgoing employee. The time frame could vary depending on the complexity of the position but would not exceed 180 days and must be approved by the County Administrative Officer (CAO) due to budget considerations. The appointing authority must submit to the CAO and Human Resources Director for approval the request that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap. Approval will be dependent on job complexity and available budget and would allow for the Department to recruit and fill prior to the employee's departure.

Action:

Approve the adoption of the Training/Transition Overlap Policy.

Fiscal Impact:

There will be a fiscal impact to the General Fund if the position is a General Fund position but the exact impact will be unknown. This is why it's important to coordinate with the CAO who is the budget officer.

Attachments:
None

RESOLUTION NO. 24-

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS TO CREATE A TRAINING/TRANSITION OVERLAP POLICY

WHEREAS, Plumas County is experiencing the retirement of long-time employees; and

WHEREAS, Some of the jobs are complex and take months, if not years of training, transition and/or learning; and

WHEREAS, a Training/Transition Policy would create a period between an outgoing employee and an incoming employee, a new employee or a promoted employee of not more than one hundred and eighty (180) working days prior to the last day worked by the outgoing employee; and

WHEREAS, The time frame could vary depending on the complexity of the position but would not exceed 180 days and must be approved by the County Administrative Officer (CAO) due to budget considerations; and

WHEREAS, The appointing authority must submit to the CAO and Human Resources Director for approval the request that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap; and

WHEREAS Approval will be dependent on job complexity and available budget and would allow for the Department to recruit and fill prior to the employee's departure;

NOW, THEREFORE BE IT RESOLVED, that the County of Plumas recognizes the importance of the Training and Transition of employees and supports a policy to help ensure institutional knowledge is not lost but passed onto the next employee.

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 the Board of Supervisors on May 7, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors