

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF  
December 21, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

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

### **Live Stream of Meeting**

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

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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](mailto:Public@countyofplumas.com)

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion
2. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt  
Report and update Dixie Fire Recovery efforts; receive report and discussion
3. **USDA FOREST FIRE MANAGEMENT** – Joe Hoffman  
No Report at this time (Status Contained)

## 4. **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. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign Participation Agreement between Plumas County and California Mental Health Services Authority; Workforce Education and Training program to address shortage of mental health practitioners; Four (4) year term; County match funds not to exceed \$32,162.69; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Director of Behavioral Health to sign funding award Agreement between Plumas County Behavioral Health and the Department of Health Care Services; for Medication Assisted Treatment MAT SOR Coronavirus Telehealth project; awarded \$100,000.00; approved as to form by County Counsel **View Item**
- 3) Authorize payment of an additional \$14,055.00 to Heritage Oaks Hospital due to the department exceeding the contractual amount of \$30,000.00; any cost associated with this matter is covered by a combination of Federal and State Funds **View Item**

### B. **HUMAN RESOURCES**

Adopt **RESOLUTION** adopting the Job Classification Plan affected by the Schedule for California Minimum Wage Rate for 2017-2023 Effective January 1, 2022; approved as to form by County Counsel **View Item**

### C. **PLANNING**

- 1) Approve and authorize the Chair to sign Agreement Amendment County and Sierra Institute for Community and Environment for time extension to March 31, 2022; for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign Third Agreement Amendment between Plumas County and Hinman and Associates Consulting, Inc., for time extension to March 31, 2022, for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel **View Item**
- 3) Approve supplemental budget request for FY 2021/22 increasing the SB2 Planning grant (44027) by \$160,000, LEAP grant (44028) by \$65,000, and REAP grant (44029) by \$121,517; and increasing Professional Services (52190) by \$123,000, Professional Services (521900) by \$104,785, and Transfer Out (58000) by \$118,732; approved by County Auditor/Controller **View Item**

- 4) Approve supplemental budget request for FY 2021/22 increasing the Homeless Housing, Assistance and Prevention (HHAP) grant funding (44028) for the HHAP Round 2 grant by \$22,949 and increasing Professional Services (52190) for HHAP Round 1 by \$46,691.53, Professional Services Grant (521902) for HHAP Round 2 by \$21,345, and Transfer Out by \$5,114; approved by County Auditor/Controller [View Item](#)
- 5) Approve supplemental Budget request for FY 2020/21 increasing DWR SVGMD SGM Grant revenue (44027) by \$44,497.98 and increasing Transfer Out (58000) by \$44,497.98; approved by County Auditor/Controller [View Item](#)
- 6) Approve supplemental Budget request for FY 2021/22 increasing DWR SVGMD SGM Grant revenue (44027) by \$37,000 and increasing Transfer Out (58000) by \$37,000; approved by County Auditor/Controller [View Item](#)
- 7) Approve supplemental budget request for FY 2020/21 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$13,821.91 and increasing Transfer Out (58000) by \$13,011.91; approved by County Auditor/Controller [View Item](#)
- 8) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$31,178.09 and increasing Professional Services (52190) by \$17,460 and Transfer Out (58000) by \$14,528.09; approved by County Auditor/Controller [View Item](#)
- 9) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 Round 1 IRWM Implementation grant revenue (44027) by \$1,002,536 and increasing Professional Services (52190) by \$983,917.50 and Transfer Out (58000) by \$18,618.50; approved by County Auditor/Controller [View Item](#)

#### **D. PROBATION**

- 1) Approve and adopt new Plumas County Probation Department Policies and Procedures through Lexipol. Policies are as follows: 311, 312, 315, 318, 400, 402, 500, 508, 509, 801, 802, 803, 806, 807, 812, and 817 [View Item](#)
- 2) Approve the Juvenile Justice Realignment Block Grant (JJRBG) County Plan FY 2021-2022; approved by the Juvenile Justice Coordinating Council members identified in accordance with Welfare and Institutions Code Section 749.2, and Members of the Juvenile Justice Coordinating Council Subcommittee in accordance with Welfare and Institutions Code Section 1995(b) [View Item](#)

#### **E. PUBLIC HEALTH**

Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Valsoft CASD, Inc., to provide additional software for employee time cards; not to exceed \$49,460.00 approved as to form by County Counsel [View Item](#)

#### **F. SHERIFF'S OFFICE**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Levi Pence, dba Hi Tech Frame & Finish; to provide automotive body repair services; not to exceed \$60,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Sheriff's Office and Gregory and Trecy Marr, dba Manni Funeral Home & Evergreen Crematory to provide on call services as needed to assist in coroner's duties; effective November 15, 2021; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Mark E. Bennett dba Bennett Enterprises; for Sheriff vehicle repairs; not to exceed \$25,000.00; approved as to form by County Counsel [View Item](#)

#### **5. THE LOST SIERRA CHAMBER OF COMMERCE** - Richard Aiple [View Item](#)

- 1) Review of prior TOT presentation and Visitor Center Presentation
- 2) Presentation of potential long-term effect of the Dixie Fire on Plumas County, and Lost Sierra Chamber picked-up the burden of agencies not working or overwhelmed



- 3) Request for funding of Visitor Centers and Chambers of Commerce as a set agreement with the Board of Supervisors and County; discussion and possible action

6. **DEPARTMENTAL MATTERS**

A. **AUDITOR/ CONTROLLER** – Roberta Allen

Authorize the Auditor/ Controller to recruit and fill; funded and allocated 1.0 FTE Accountant Auditor I or II Position; vacancy due to resignation; discussion and possible action **View Item**

B. **BEHAVIORAL HEALTH** - Tony Hobson

Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/ II/ Senior position; vacancy due to resignation; discussion and possible action **View Item**

C. **PLANNING** – Tracey Ferguson

- 1) Approve and authorize Chair to sign letter to the State Department of Water Resources in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority; discussion and possible action **View Item**
- 2) Proposal for the Establishment of a Planning Commission Facebook Page; discussion and possible action **View Item**
- 3) Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project; discussion and possible action **View Item**
- 4) Sierra Valley Groundwater Sustainability Plan (GSP) Preparation and January 31, 2022 Submittal Deadline to the California Department of Water Resources (DWR); discussion and possible action **View Item**

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

- 1) Authorize the director of Public Health to Recruit and fill, funded and allocated 1.0 FTE Registered Nurse or Public Health Nurse I/ II/ III; discussion and possible action **View Item**
- 2) Adopt **RESOLUTION** to Amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560 COVID; discussion and possible action **Roll call vote View Item**

E. **PUBLIC WORKS** – John Mannle

Approve and authorize the Chair to sign change order for Agreement between Plumas County and Sierra Cascade Aggregates & Asphalt, due to fuel cost increases and labor; not to exceed \$16,340.95; discussion and possible action **View Item**

F. **SOLID WASTE DIVISION** – John Mannle

- 1) Conduct **PUBLIC HEARING** in regards to a proposed Resolution to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal; rate increase of 7.29 % for door to door collection, transfer, hauling, and related disposal activities within (Solid Waste Franchise Area No. 1) **View Item**
- 2) Adopt **RESOLUTION** establishing a revised fee schedule for collection and related Solid Waste services for Franchise Service Area No.1 Operated by Feather River Disposal; discussion and possible action **Roll call vote View Item**

G. **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Review Golden State Connect Authority Joint Exercise of Powers Agreement; discussion and possible direction to staff **View Item**
- 2) Approve and authorize Sierra Business Council to submit a letter in support of EDA Grant; discussion and possible action **View Item**

7. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on January 20, 2022. **View Item**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. **Appointments**
  - 1) Appoint Dr. Dana Loomis to the First 5 Plumas County Children and Families Commission; discussion and possible action **View Item**
  - 2) Appoint Vicki Anderson, Rick Allison and Jonathan Hernandez to the Sierra Valley Volunteer Fire Department Board; discussion and possible action

8. **CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, January 4, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS  
IS DEDICATED IN MEMORY OF  
DANNY (Chip) GRIFFIN

# Item 4A MEMO

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: December 21, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

### Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a 4-year \$32,162.69 California Mental Health Services Authority Participation Agreement for Workforce Education and Training program. [View Item](#)
2. It is respectfully requested the Board of Supervisors authorize Behavioral Health Tony Hobson to sign \$100,000.00 Agreement for a funding award from the Department of Health Care Services-Medication Assisted Treatment MAT SOR Coronavirus Telehealth Subcontract. [View Item](#)
3. It is respectfully requested the Board of Supervisors approve and authorize \$14,055.00 payment to Heritage Oaks Hospital. [View Item](#)

### **BACKGROUND AND DISCUSSION:**

1. The Workforce Education and Training program aims to address the shortage of mental health practitioners in the public mental health system through a framework engaging regional partnerships, and supports individuals through a Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Actives. This Agreement has been approved to form by County Counsel.
2. The Department of Health Care Services awarded \$100,000.00 to Behavioral Health for the Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project funding opportunity for Substance Use Disorder Telehealth activities as part of the Coronavirus Telehealth project. The funding will provide Behavioral health with updated Electronic Health Records software system, EHR licenses, Desktop Towers, laptops, and monitors. This Agreement has been approved to form by County Counsel.

3. Behavioral Health has exceeded contract amount of \$ 30,000.00 with Heritage Oaks requesting payment approval of \$ 14,055.00 .

**FINANCIAL IMPACT:** There are no General Fund revenue involved in these matters. Any costs associated with these matters are covered by a combination of Federal and State funds.

# Item 4A1

Agreement No. 1012-WET-2021-PLC  
Superior Regional Partnership – OSPD WET Grant

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.  
Name of Program: Superior Regional Partnership – OSHPD WET Grant
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
  - ☒ Exhibit A Program Description
  - ☒ Exhibit B General Terms and Conditions
  - ☒ Exhibit C County Specific Funding
3. The maximum amount payable under this Agreement is: **\$32,162.69**
4. Funds payable under this agreement are subject to reversion:
  - ☐ Yes: Reversion Date \_\_\_\_\_
  - ☐ No.
4. The term of the Program is July 1, 2021 through June 30, 2025.
5. Authorized Signatures:

**CalMHSA**

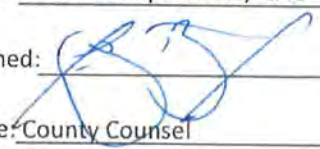
Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant: Plumas County**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed:  \_\_\_\_\_ Name (Printed): Joshua Brechtel

Title: County Counsel Date: 12/3/2021

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director, Mental Health Department Date: \_\_\_\_\_

**Participation Agreement**  
**EXHIBIT A – PROGRAM DESCRIPTION**

- I. **Name of Program: Superior Regional Partnership – OSHPD WET GRANT**
- II. **Term of Program:** This is a 48-month contract, beginning July 1, 2021 and terminating on June 30, 2025, with the option for early termination or extension as provided below.

III. **Program Objective and Overview:**

Objective: The 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Overview: As outlined in the Office of Statewide Health Planning and Development (“OSHPD”) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected these three categories as their local priorities.

1. **Loan Repayment**

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the funds after they completed the 12-month service obligation. Recipients will be able to apply for the award more than once.

2. **Educational Stipend**

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend, individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

3. **Peer Scholarship**



Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursuing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

**Participation Agreement**  
**EXHIBIT B – General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Act as the Fiscal and Administrative agent for the Program.
  - 2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
  - 3. Invoice participating counties for county match funds.
  - 4. Collect and hold county match funds.
  - 5. Confirm matching funds and provide Superior Regional Lead, Butte County, and HCAI with copies of all PAs, invoices, and required financial statements.
  - 6. Collect and hold OSHPD WET Grant Awards, as received from Superior Regional Lead, Butte County.
  - 7. Manage awards for Loan Repayment, Educational Stipends and Peer Scholarships for contributing counties:
    - a. Assist counties in developing expanded eligibility criteria by January 1, 2022.
    - b. Assist counties in developing terms of agreement, including failure to meet/complete terms, by January 1, 2022.
    - c. Assist counties in developing loan repayment verification statements by January 1, 2022.
    - d. Provide support and follow up with awardees:
      - i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.

- ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.
  - 8. Disbursement of funds to awardees
    - a. Disburse loans, stipends, and scholarships directly to awardees or institutions/ foundations.
    - b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.
    - c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.
  - 9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.
  - 11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 12. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant Awards, to the Superior Region Partnership Counties.
  - 13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
- 1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
  - 3. Responsible for all assessments, creation of individual case plans, and providing or arranging for services.
  - 4. Provide feedback on Program performance.
  - 5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

### **III. Duration, Term, and Amendment**

- A. The term of the Program is for forty-eight months.

- B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

**V. Fiscal Provisions**

**A. Total County Match Funds**

- 1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is \$44,211.34.
- 2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:
  - a. County Match Funds to be collected from Participant in the amount of **\$32,162.69**.
    - i. Funding required from Participant will not exceed the County Match Funds of \$32,162.69 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
  - and;
  - b. Participant's share of Superior Region Carryover Funds in the amount of \$12,048.65.
    - i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

**B. County Share of OSHPD Grant Award**

1. County share of OSHPD Grant Award in the amount of \$100,472.54 shall be transferred to CalMHSA by the Superior Regional Lead, Butte County, to administer under the terms of the MOU executed on October 26, 2021, between Butte County and CalMHSA.
  2. NOTE. Under OSHPD Grant Agreement No. 20-10019 executed between OSHPD and Butte County, the OSHPD Grant Award shall be transferred to the Superior Regional Lead, Butte County, as outlined under Section E.1, Invoicing and Payment:
    - a. Participant's share of OSHPD Grant Award in the amount of \$85,401.66 upon completion of deliverables outlined under Section E.1 of the OSHPD Grant Agreement.
    - b. Participant's share of OSHPD Regional Grant Award in the amount of \$15,070.88, upon collection and verification of Region Match Funds, on or before July 31, 2024.
- C. Total County Funding of \$144,683.88 is inclusive of a CalMHSA Administrative Fee of 12.22% or \$17,686.19.
- D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

EXHIBIT C –County Specific Funding  
**Participation Agreement**

**Plumas County Program Budget Allocation:**

<b>Program Funds Allocation for County</b>	<b>\$126,997.69</b>
Administrative Fee	\$17,686.19
<b>Total County Funding</b>	<b>\$144,683.88</b>

**Superior Region WET Regional Partnership Plumas County Grant Match:**

County Share of OSHPD Grant Award	\$100,472.54
Total County Match Funds	\$44,211.34
<b>Total County Funding</b>	<b>\$144,683.88</b>

Note: The above “Total County Funding” is inclusive of a \$17,686.19 CalMHSA Administrative Fee.



# Item 4A2

## SUBCONTRACT For Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT483
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	"ORGANIZATION"	
	<input type="checkbox"/> Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	<input checked="" type="checkbox"/> Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	Plumas County Behavioral Health Department
Address	270 County Hospital Road, Suite 109 Quincy, CA 95971
Site Location (if applicable)	
DUNS #:	117385979
Tax ID:	94-6000528

1. Subcontractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input checked="" type="checkbox"/> Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	280	\$100,000.00
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				<input checked="" type="checkbox"/> Subrecipient § 200.93	<input type="checkbox"/> Subcontractor § 200.23	
Private Funding Source		Award #	Award Year			Amount

3. "Subcontractor Price" is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	\$100,000.00
ADVANCE PAYMENT	\$100,000.00
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

AGREEMENT TYPE	
<input type="checkbox"/> Standard Subcontract Agreement	<input checked="" type="checkbox"/> Non-Standard Subcontract Agreement <input checked="" type="checkbox"/> Modification of insurance requirements <input type="checkbox"/> Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Personally Identifiable Information
Attachment 10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Confidentiality
Attachment 11 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Additional Provisions
Attachment 12 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Terms and Conditions for Federal Awards
Attachment 13 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Regarding Lobbying
Attachment 14 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Disclosure of Lobbying Activities
Attachment 15 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 Invoice Instructions. Does not apply.	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	

**MEDICATION ASSISTED TREATMENT (MAT)**  
**SOR 2 CORONAVIRUS TELEHEALTH**  
**SUBCONTRACT AGREEMENT**

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the "Agreement") is made and entered into as of **November 20, 2021** (the "Effective Date") by and between Sierra Health Foundation: Center for Health Program Management ("The Center") and **Plumas County Behavioral Health Department**, a "Government" ("Subcontractor").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "Prime Contract"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: <https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf>. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the "Services"). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **\$100,000.00** ("Total Subcontract Price").
  - a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **\$100,000.00** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.

3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the “Expiration Date”) or earlier termination in accordance with the terms of this Agreement (the “Term”).
4. Insurance. Without limiting Subcontractor’s duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the “Insurance”), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.
5. Attachments. The following attachments hereto are incorporated by reference into the Agreement (“Attachments”):

**Attachment 1:** Standard Terms and Conditions

**Attachment 2:** Scope of Services

**Attachment 3:** Budget

**Attachment 4:** Insurance Requirements

**Attachment 5:** Dispute Resolution Provisions

**Attachment 6:** Certification Regarding Debarment and Suspension

**Attachment 7:** Certification for Contracts, Grants, Loans, and Cooperative Agreements

**Attachment 8:** Schedule of Federal Funds

The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

- ☒ **Attachment 9:** Personally Identifiable Information
- ☒ **Attachment 10:** Confidentiality
- ☒ **Attachment 11:** Additional Provisions
- ☒ **Attachment 12:** Special Terms and Conditions for Federal Award
- ☒ **Attachment 13:** Certification Regarding Lobbying
- ☒ **Attachment 14:** Disclosure of Lobbying Activities
- ☒ **Attachment 15:** Business Associate Agreement

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

**THE CENTER**

**SUBCONTRACTOR**

BY \_\_\_\_\_

Gil Alvarado  
Sr. Vice President of Finance and Administration  
Chief Financial Officer

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name of Authorized Representative & Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**The Center Program Contact:**

Sierra Health Foundation:  
Center for Health Program Management  
Nora Dunlap  
Senior Program Officer  
1321 Garden Highway, Suite 210  
Sacramento, CA 95833

**Subcontractor's Address:**

Plumas County Behavioral Health Department  
  
Dr. Tony Hobson  
Behavioral Health Director  
270 County Hospital Road, Suite 109  
Quincy, CA 95971

**Subcontractor's Contact Information:**

(530) 283-6307 Ext. 1007  
[thobson@pcbh.services](mailto:thobson@pcbh.services)

**Secondary Contact Information:**

Kyle Hardee  
Department Fiscal Officer II  
(530) 283-6307 Ext. 1005  
[khardee@pcbh.services](mailto:khardee@pcbh.services)

**Subcontractor's Tax ID Number:**

94-6000528

**Contract Number:**

CA21MAT483

**DUNS Number**

117385979

**ATTACHMENT 1**  
**Standard Terms and Conditions**

**1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR**

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from



Subcontractor's failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

## 2. COMPENSATION

2.01. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10<sup>th</sup>) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to [centerinvoices@shfcenter.org](mailto:centerinvoices@shfcenter.org) with a cc: to at or mailed to:  
The Center  
Attn:  
1321 Garden Highway  
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

### **3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR**

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

#### 4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

## **5. NONDISCRIMINATION**

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

## **6. TERMINATION OF AGREEMENT**

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Default under Section 6.03; or
- (b) Disability or death of Subcontractor; or
- (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

## 7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

## **8. GENERAL PROVISIONS**

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1**, will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.



8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor's employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq.*

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

## ATTACHMENT 2

### Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ Required for all Subrecipients	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ Required for all Subrecipients	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not applicable.	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
Not applicable.	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

**ATTACHMENT 3**

**Budget**

**MAT SOR 2 CVT**

Applicant Organization: Plumas County Behavioral Health

Site Name: County Annex Building - 270 County Hospital Road

SUD or MH Opportunity: SUD Telehealth

**Requested Budget**

**Telehealth Infrastructure**

1	EHR Software	\$75,000.00
2	EHR Licenses	\$25,000.00
3		
4		
Total Requested Budget		\$100,000.00

## **THE CENTER BUDGET JUSTIFICATION**

**For each line item allocated in the Excel budget, please describe below how the funds were calculated and how they will be used for the project.**

**Organization/Site Name: Plumas County Behavioral Health/ County Annex Building**  
**SUD/MH Opportunity: MH Telehealth**

### **Telehealth Line Item**

Plumas County Behavioral Health (PCBH) is grateful to apply for the Telehealth Expansion Grant. PCBH is requesting a total of \$100,000 to expand its telehealth infrastructure. The Department has some existing infrastructure, but most of it was quickly assembled during the Covid-19 pandemic in order to quickly provide services to clients remotely. PCBH plans to use the grant funding to better design and implement a more complete and cohesive system.

The Department was able to upgrade SUD computers in FY19/20, but the current EHR system is out of date. PCBH plans to utilize Telehealth Expansion grant funds to implement a new Electronic Health Records (EHR) system. The new system will allow clients access to a mobile app, patient portal, and appointment reminders. The new EHR will allow clinical staff to better manage and document client appointments, real time eligibility verification, the ability to take notes and update clinical plans while meeting clients in off-site locations. The new EHR also provides Electronic Medication Administration (eMAR) and Health Information Exchange Functionality (HIE), bringing the Department into compliance with new California State requirements. PCBH is requesting \$75,000 for software costs and \$25,000 for licensing of the new EHR. The balance of the actual upgrade cost will be paid for through department funding and the additional SUD grant opportunity.

## ATTACHMENT 4

### Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
  - a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
  - b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
  - c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
  - d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
  - e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
  - f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be

obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- g. Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
  - Administrative expenses for forensic expenses and legal services.
  - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
  - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

- h. General Insurance Provisions.** Subcontractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.



## ATTACHMENT 5

### Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment,

receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

\_\_\_\_\_ Initials (The Center)

\_\_\_\_\_ Initials (Subcontractor)

## ATTACHMENT 6

### Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;
6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and
7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT 7

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subcontractor's Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT 8

### Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	SAMSHA	\$100,000.00

Total Federal Funds in this contract: **\$100,000.00**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **117385979**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

## ATTACHMENT 9

### **Personally Identifiable Information**

*(When required as indicated in the Attachment checkboxes on page 2.)*

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

## ATTACHMENT 10

### Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, "Sensitive Information" shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.

2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor's performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.

3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service ("Client"), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.

4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.

5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client's rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.

6. Designation of Contact Person. Subcontractor shall identify one individual (the "Contact Person") to be responsible for communicating with The Center regarding and ensuring Subcontractor's compliance with the terms of this Attachment 10. However, the Contact Person's performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor's obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within

fourteen (14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.



## ATTACHMENT 11

### Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

#### **F. Data Collection and Performance Measures**

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.
  - a. Report Metrics
    - i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.
    - ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.
    - iii. Final Financial Report.

#### **H. Monitoring BHTEP Grantees**

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.
2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

#### **8. Monitoring and Site Inspections**

- A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.
- B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.
- C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

#### **9. Subcontractor Non-Compliance**

- A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:
  1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
  2. Requiring additional or more detailed financial reports;
  3. Requiring technical or management assistance; and/or
  4. Establishing additional prior approvals.

B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

#### **10. Federal Requirements**

The Subcontractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
  1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
- G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
  1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
  1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

## **Attachment 12**

### **Special Terms and Conditions for Federal Awards**

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

<https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf>.

**ATTACHMENT 13**  
**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, 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 Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Contractor

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Printed Name of Person Signing for Contractor

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Contract Number

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Signature of Person Signing for Contractor

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Date

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Title

**ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## ATTACHMENT 15

### Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Subcontractor Agreement and the contract to which this Business Associate Subcontractor Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. DHCS intends that The Center and Subcontractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Subcontractor.** Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this

Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by DHCS or The Center.

**7.1 Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subcontractor of any instances of which it is aware that the confidentiality of the information has been breached.

## **8. Compliance with Other Applicable Law**

**8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Subcontractor agrees:

**8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

**8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

**8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

**8.3** If Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9. Additional Responsibilities of Subcontractor**

**9.1 Nondisclosure.** Subcontractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### **9.2 Safeguards and Security.**

**9.2.1** Subcontractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

**9.2.2** Subcontractor shall, at a minimum, utilize an industry-recognized security framework when



selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

**9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

**9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program

**9.2.2.3** PCI – PCI Security Standards Council

**9.2.2.4** ISO/ESC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

**9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075

**9.2.2.6** HITRUST CSF – HITRUST Common Security Framework

**9.2.3** Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Subcontractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

**9.2.5** Subcontractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

**9.2.6** Subcontractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Subcontractor's Agent.** Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Subcontractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Subcontractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Subcontractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable

request, and to the federal Secretary of Health and Human Services for purposes of determining The Centers' compliance with 45 CFR Part 164, Subpart E.

- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.
- 18. Breaches and Security Incidents.** Subcontractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to the Center.**

**18.1.1** Subcontractor shall notify The Center **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.

**18.1.2** Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) of the discovery of:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential data affecting this Agreement.

**18.1.3** Notice shall be provided to the Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall assist in gathering all information known at the time the incident is reported. The form is available online at <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Subcontractor shall take:

**18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2 Investigation.** Subcontractor shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** Subcontractor shall assist The Center in providing a complete report of the investigation to their DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Subcontractor shall make reasonable efforts to assist The Center in providing DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Subcontractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Subcontractor's corrective action plan.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 The Center Contact Information.** To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

**Program Contract Manager**  
**Nora Dunlap**

Address:  
1321 Garden Highway, Ste. 210  
Sacramento, CA 95833  
Email: [ndunlap@sierrahealth.org](mailto:ndunlap@sierrahealth.org)

**19. Responsibility of The Center.** The Center agrees to not request the Subcontractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**

**20.1** From time to time, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

**20.2** If Subcontractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

**21. Termination**

**21.1 Termination for Cause.** Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

**21.1.1** Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

**21.1.2** Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** The Center may terminate this Agreement if Subcontractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

**22. Miscellaneous Provisions**

**22.1 Disclaimer.** The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor regarding the safeguarding of PHI and other confidential information.

**22.2. Amendment**

**22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such

amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

**22.2.2** Failure by Subcontractor to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 Assistance in Litigation or Administrative Proceedings.** Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Subcontractor.

**22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

**22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**22.7 The Center's Business Associate Agreement with DHCS.** Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
The Center

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BHC HERITAGE OAKS HOSPITAL  
1250 AUBURN BOULEVARD  
SACRAMENTO, CA 958414100  
0164893336

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5 MED REC #	000070674	0111
6 FED TAX NO	62-1658494	091721 110121
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PATIENT NAME a PATIENT ADDRESS

BIRTH DATE SEX 12 DATE ADMISSION 13 HR 14 TYPE 15 SRC 16 OHR 17 STAT 18 19 20 21 22 23 24 25 26 27 28 STATE

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## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** December 10, 2021

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director 

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
DECEMBER 21, 2021  
RE: APPROVE RESOLUTION ADOPTING THE JOB  
CLASSIFICATION PLAN AFFECTED BY SCHEDULE FOR  
CALIFORNIA MINIMUM WAGE RATE FOR 2017-2023  
EFFECTIVE JANUARY 1, 2022**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve Resolution to amend job classification wage ranges affected by the increase in minimum wage based on the Schedule for California Wage Rate 2017-2023. The minimum wage for 2022 is set at \$15.00 per hour and will this will conclude the schedule for California Minimum Wage rates for 2017 – 2023. The minimum wage increase will cap \$15.00 per hour.

### **BACKGROUND AND DISCUSSIONS**

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries increased to \$10.50 per hour. Although we have increased wage rates over the past four (4) years with cost of living increases, we currently have job classifications that fall below the minimum wage threshold of \$15.00 per hour.

From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees. This increase was delayed one year for employers employing 25 or fewer employees, from January 1, 2018, to January 1, 2023. The increases to the minimum wages are required by California law that governs the minimum wage rates.

The minimum wage has been adjusted on a yearly basis according to the pre-set schedule as shown in the table.

**Schedule for California Minimum Wage rate 2017-2023**

Date	Minimum Wage for Employers with 25 Employees or Less	<i>Minimum Wage for Employers with 26 Employees or More</i>
January 1, 2017	\$10.00/hour	<b><i>\$10.50/hour</i></b>
January 1, 2018	\$10.50/hour	<b><i>\$11.00/hour</i></b>
January 1, 2019	\$11.00/hour	<b><i>\$12.00/hour</i></b>
January 1, 2020	\$12.00/hour	<b><i>\$13.00/hour</i></b>
January 1, 2021	\$13.00/hour	<b><i>\$14.00/hour</i></b>
January 1, 2022	\$14.00/hour	<b><i>\$15.00/hour</i></b>
January 1, 2023	\$15.00/hour	

The attached list of Job Classifications indicate job classifications affected by the new 2022 minimum wage of \$15.00 an hour. This new increase also affects those positions that are considered a progressive series of classifications. Keeping the wage ranges consistent with five percent (5%) step increases for specific classification series and based on required experience.

I have a list of job classifications affected according to the Schedule for California Minimum Wage Rate 2017 – 2023, as outlined in Exhibit A.

I recommend that the Board adopt the attached Resolution with an effective date of January 1, 2022.



## Exhibit A

Effective January 1, 2022

Minimum Wage Forecast		\$ 13.00	\$ 14.00	\$15.00	
		2020	2021	2021	2022
Job Classifications	Unit	1/1/2020	1/1/2021	Current	Proposed
Equipment Service Worker	C&T			\$14.79	\$15.00
Public Works Maintenance Worker I	C&T	\$ 13.48	\$ 14.00	<b>\$14.28</b>	\$15.00
Public Works Maintenance Worker II	C&T	\$ 14.87	\$ 15.00	<b>\$15.30</b>	\$15.75
Public Works Maintenance Worker III	C&T	\$ 16.39	\$ 16.54	<b>\$16.87</b>	\$17.36
Public Works Maintenance Leadworker	C&T			\$17.99	\$18.23
Administrative Assist I	GEN	\$ 13.82	\$ 14.00	<b>\$14.35</b>	\$15.00
Administrative Assist II	GEN	\$ 15.24	\$ 15.44	<b>\$15.83</b>	\$16.54
Animal Control Officer I	GEN			\$14.60	\$15.24
Animal Control Officer II	GEN			\$16.08	\$16.54
Animal Shelter Attendant	GEN	<b>\$13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Assistant Cook	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Auditor Accounting Clerk I	GEN			\$14.66	\$15.00
Auditor Accounting Clerk II	GEN			\$16.18	\$16.54
Auditor Accounting Tech	GEN	\$ 13.16	\$ 14.00	<b>\$14.35</b>	\$18.23
BH Administrative Assist I	GEN	\$ 13.82	\$ 14.00	<b>\$14.35</b>	\$15.00
BH Administrative Assist II	GEN	\$ 15.24	\$ 15.44	<b>\$15.83</b>	\$16.54
Bldg & Grnds Maint Technician	GEN			\$18.26	\$19.14
Bldg & Grounds Maintenance Worker I	GEN	\$ 13.48	\$ 14.00	<b>\$14.35</b>	\$15.00
Bldg & Grounds Maintenance Worker II	GEN	\$ 14.87	\$ 15.00	<b>\$15.38</b>	\$15.75
Bldg & Grounds Maintenance Worker III	GEN	\$ 16.39	\$ 16.95	<b>\$17.37</b>	\$18.23
Branch Library Assistant I	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Branch Library Assistant II	GEN	<b>\$ 14.33</b>	\$ 14.70	<b>\$15.07</b>	\$15.75
Child Support Assistant	GEN	\$ 13.16	\$ 14.00	<b>\$14.35</b>	\$15.00
Child Support Specialist I	GEN	\$ 13.82	\$ 14.70	<b>\$15.07</b>	\$15.75
Child Support Specialist II	GEN	\$ 15.24	\$ 15.44	<b>\$15.83</b>	\$16.54
Child Support Specialist III	GEN	\$ 16.80	\$ 17.01	<b>\$17.44</b>	\$18.23
Custodian	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Deputy Public Guardian/Conservator 1	GEN		\$ 14.00	<b>\$14.35</b>	\$15.00
Deputy Public Guardian/Conservator 2	GEN		\$ 15.44	<b>\$15.83</b>	\$16.54
Driver I	GEN	\$ 13.48	\$ 14.00	<b>\$14.35</b>	\$15.00
Driver II	GEN	\$ 14.17	\$ 14.70	<b>\$15.07</b>	\$15.75
Driver III	GEN	\$ 14.87	\$ 15.44	<b>\$15.83</b>	\$16.54
Engineering Aide	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Fiscal & Technical Services Assistant I	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Fiscal & Technical Services Assistant II	GEN	\$ 13.81	\$ 14.70	<b>\$15.07</b>	\$15.75
Grant Compliance Assistance	GEN			\$14.93	\$15.00
Head Cook	GEN	<b>\$ 13.65</b>	\$ 14.70	<b>\$15.07</b>	\$16.54
Health Aide I	GEN	<b>\$ 13.00</b>	\$ 14.00	<b>\$14.35</b>	\$15.00
Health Aide II	GEN	<b>\$ 13.65</b>	\$ 14.70	<b>\$15.07</b>	\$15.75
Law Librarian	GEN			\$14.92	\$15.00
Legal Services Assistant I	GEN	\$ 13.16	\$ 14.00	<b>\$14.35</b>	\$15.00
Legal Services Assistant II	GEN	\$ 14.50	\$ 15.44	<b>\$15.83</b>	\$16.54



## Exhibit A

Effective January 1, 2022

Minimum Wage Forecast		\$ 13.00	\$ 14.00	\$15.00	
		2020	2021	2021	2022
Job Classifications	Unit	1/1/2020	1/1/2021	Current	Proposed
Library Aide	GEN	\$ 13.00	\$ 14.00	\$14.35	\$15.75
Library Literacy Clerk	GEN	\$ 13.00	\$ 14.00	\$14.35	\$15.75
Library Literacy Program Assistant I	GEN	\$ 13.00	\$ 14.00	\$14.35	\$15.00
Library Literacy Program Assistant II	GEN	\$ 13.65	\$ 15.44	\$15.83	\$16.54
Library Technician	GEN	\$ 13.23	\$ 14.00	\$14.35	\$16.54
Mentoring Coordinator	GEN	\$13.00	\$ 14.00	\$14.35	\$15.00
Museum Registrar	GEN			\$14.35	\$15.75
Office Assistant I	GEN		\$ 14.00	\$14.35	\$15.00
Office Assistant II	GEN		\$ 14.70	\$15.07	\$15.75
Office Assistant III	GEN	\$ 15.66	\$ 16.21	\$16.62	\$17.36
Prevention Aid	GEN	\$ 13.00	\$ 14.00	\$14.35	\$15.00
Property Tax Specialist I	GEN	\$ 14.23	\$ 14.70	\$15.07	\$17.36
Property Tax Specialist II	GEN	\$ 15.71	\$ 16.21	\$16.62	\$19.14
Property Tax Technician	GEN	\$ 13.16	\$ 14.00	\$14.35	\$15.75
Records Management Tech I	GEN	\$ 13.16	\$ 14.00	\$14.35	\$15.00
Records Management Tech II	GEN	\$ 14.50	\$ 15.44	\$15.83	\$16.54
Site Manager	GEN	\$14.33	\$ 15.44	\$15.83	\$16.54
Treasurer/Tax Specialist I	GEN			\$14.66	\$17.36
Treasurer/Tax Specialist II	GEN			\$16.18	\$19.14
Treasurer/Tax Technician	GEN			\$15.60	\$18.23
Fiscal & Technical Services Assistant III	GEN	\$ 15.23	\$ 16.21	\$16.62	\$17.36
Secretary	GEN	\$ 13.00	\$ 14.00	\$14.35	\$15.00
<i>Animal Control Supervisor</i>	<i>Mid</i>			\$18.26	\$19.14
<i>Bldg &amp; Grounds Maint Supervisor I</i>	<i>Mid</i>		\$ 17.87	\$18.32	\$20.10
<i>Bldg &amp; Grounds Maint. Supervisor II</i>	<i>Mid</i>		\$ 19.20	\$19.68	\$21.11
<i>Library Literacy Program Coordinator</i>	<i>Mid</i>			\$15.70	\$16.54
<i>Public Works Maintenance Worker Super.</i>	<i>Mid</i>			\$20.64	\$21.11
Administrative Assist I	PROB		\$ 14.00	\$14.00	\$15.00
Administrative Assist II	PROB		\$ 15.44	\$15.44	\$15.75
Legal Services Assistant I	PROB	\$ 13.00	\$ 14.00	\$14.00	\$15.00
Legal Services Assistant II	PROB	\$ 14.33	\$ 15.44	\$15.44	\$16.54
Office Assistant I	PROB	\$ 13.00	\$ 14.00	\$14.00	\$15.00
Office Assistant II	PROB	\$ 13.65	\$ 14.70	\$14.70	\$15.75
Office Assistant III	PROB	\$ 15.05	\$ 16.21	\$16.21	\$17.36

RESOLUTION NO. 2022- \_\_\_\_\_

**RESOLUTION ADOPTING JOB CLASSIFICATION PLAN AFFECTED BY  
CALIFORNIA MINIMUM WAGE RATE SCHEDULE 2017-2023**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2021/2022 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, these positions are necessary in the daily operational needs of the various County Departments; and

**WHEREAS**, this needed update was recognized by the Human Resources Director who is now requesting approval of this resolution to amend the 2021-2022 job classification wage rates; and

**WHEREAS**, the effective date of these Resolution will be effective January 1, 2022 in accordance with Schedule for California Minimum Wage Rate 2021-2022; and

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

Approve the Job Classification Plan and Pay Schedule's base wage increases, documented in attached Exhibit A, due to the Schedule for California Minimum Wage Rate 2022.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 21st day of December 2021 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors


\_\_\_\_\_  
Clerk, Board of Supervisors

*December 21, 2021  
Board of Supervisors Meeting*



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** **CONSENT ITEM:** Amendment to Agreement by and between County of Plumas and Sierra Institute for Community and Environment for time extension to March 31, 2022 for Agreement executed August 10, 2020

### **STAFF RECOMMENDATION:**

Approve and authorize the Chair to sign Amendment for time extension to March 31, 2022 for Agreement executed August 10, 2020 by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program.

### **BACKGROUND/DISCUSSION:**

Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area. Sierra Institute, through Proposition 1 funds provided by DWR, is supporting technical assistance efforts by Plumas County for the purposes of assessment, capacity building, and technical assistance to small drinking water systems.

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region.

As a result of COVID-19 delays and the delay in securing a modified contract from DWR that slowed project work and reimbursement, Sierra Institute extended the Agreement with Plumas County for a period of one (1) year or until December 15, 2021 to complete the scope of work.

At present and as a result of the Dixie Fire and related evacuations, as well as the ongoing COVID-19 pandemic and key County staff turnover, Plumas County wishes to further extend the Agreement with Sierra Institute to March 31, 2022 to fully complete the scope of work.

All other obligations of the original Agreement dated August 10, 2020 remain in full force and effect.

### **ATTACHMENT:**

1. Sierra Institute Amendment to Agreement; approved as to form by County Counsel



As a result of the Dixie Fire and related evacuations, as well as the ongoing COVID 19 pandemic, and key County staff turnover, Sierra Institute for Community and Environment will extend the DACTI agreement with Plumas County to March 31, 2022, or until all parties obligations under the agreement are fully satisfied, whichever occurs earlier.

Both parties agree that all obligations and work products outlined in the original agreement, dated August 10, 2020, will hold as agreed upon by both parties in the original document.

Sierra Institute for Community and Environment

\_\_\_\_\_  
Jonathan Kusel, Ph.D.  
Executive Director


\_\_\_\_\_  
Date

Plumas County

\_\_\_\_\_  
Jeff Engel  
Chair, Plumas County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Sara James  
Deputy County Counsel II

12/13/2021

P.O. Box 11 | 4438 Main Street | Taylorsville, CA 95983  
[www.Sierrainstitute.us](http://www.Sierrainstitute.us)

(530) 284-1022 Phone  
(530) 284-1023 Fax


*Promoting healthy and sustainable forests and watersheds by investing in the well-being of rural communities and strengthening their participation in natural resource decision-making and programs.*





## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** **CONSENT ITEM:** Third Amendment for time extension to March 31, 2022 to Agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc.

### **STAFF RECOMMENDATION:**

Approve and authorize the Chair to sign Third Amendment for time extension to March 31, 2022 to Agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc. for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient.

### **BACKGROUND/DISCUSSION:**

Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area. Sierra Institute, through Proposition 1 funds provided by DWR, is supporting technical assistance efforts by Plumas County for the purposes of assessment, capacity building, and technical assistance to small drinking water systems.

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region.

As a result of COVID-19 delays and the delay in securing a modified contract from DWR that slowed project work and reimbursement, Plumas County extended the Agreement with Hinman and Associates Consulting, Inc. for a period of one (1) year or until December 15, 2021 to complete the scope of work.

At present and as a result of the Dixie Fire and related evacuations, as well as the ongoing COVID-19 pandemic and key County staff turnover, Plumas County wishes to further extend the Agreement with Hinman and Associates Consulting, Inc. to March 31, 2022 to fully complete the scope of work.

All other obligations of the original agreement dated August 28, 2020 remain in full force and effect.

### **ATTACHMENT:**

1. Hinman and Associates Consulting, Inc. Third Amendment to Agreement; approved as to form by County Counsel

**THIRD AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND HINMAN AND ASSOCIATES CONSULTING, INC.**

This Third Amendment to Agreement ("Amendment") is made on December 21, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Hinman and Associates Consulting, Inc., a California Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Hinman and Associates Consulting, Inc. have entered into a written Agreement dated August 28, 2020, (the "Agreement"), in which Hinman and Associates Consulting, Inc. agreed to provide Administrative services to Plumas County in association with the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program.
  - b. Because of the need for an additional extension of the term of the agreement to complete the scope of work the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from September 1, 2020 through March 31, 2022, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated August 28, 2020, with Second Amendment dated August 10, 2021, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Hinman and Associates Consulting, Inc., a  
California Corporation

By: \_\_\_\_\_  
Name: Uma Hinman  
Title: President and Treasurer  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: Tracey Ferguson  
Name: Tracey Ferguson  
Title: Planning Director  
Date signed: 12/13/2021

**COUNTY:**


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

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi Putnam  
Clerk of the Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Sara James  
Deputy County Counsel II

12/13/2021



## BOARD AGENDA REQUEST FORM

Department: Planning

Authorized Signature: 

Board Meeting Date: 12/21/2021

Request for N/A minutes for presentation

Consent Agenda: ☒ Yes ☐ No

(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve and authorize the Chair to sign Third Amendment for time extension to March 31, 2022 to Agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc. for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Approved as to form by County Counsel

If another department or the CAO is opposed to an agenda item, please indicate the objection:

### Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ /N ☐)

Signed? (Y ☐ /N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ /N ☐)

Other: \_\_\_\_\_

### Publication:

☐ Clerk to publish on \_\_\_\_\_ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published \_\_\_\_\_ days prior to the hearing.

☐ Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_). ☐ Copy of Affidavit Attached. (if a specific newspaper is required, enter name here.)

### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☐ No: ☐ Not Applicable: ☒


If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** **CONSENT ITEM**  
**SUPPLEMENTAL BUDGET REQUEST FY 2021/22**  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**SENATE BILL 2 PLANNING GRANTS PROGRAM**  
**LOCAL EARLY ACTION PLANNING GRANT PROGRAM**  
**REGIONAL EARLY ACTION PLANNING GRANT PROGRAM**

### **STAFF RECOMMENDATION:**

Approve supplemental budget request for FY 2021/22 increasing the SB2 Planning grant (44027) by \$160,000, LEAP grant (44028) by \$65,000, and REAP grant (44029) by \$121,517; and increasing Professional Services (52190) by \$123,000, Professional Services (521900) by \$104,785, and Transfer Out (58000) by \$118,732

### **BACKGROUND**

On May 5, 2020 Plumas County entered into an agreement with the State Department of Housing and Community Development (HCD) for the SB2 Planning grant. The grant amount totals \$160,000 for the purpose of funding plans and processes to encourage and accelerate the production of accessory dwelling units (ADUs) through fast-tracked timing, reduced cost, approval certainty, and improving the overall feasibility of construction for homeowners.

On June 3, 2021 Plumas County entered into an agreement with HCD for the LEAP grant. The grant amount totals \$65,000 for the purpose of updating Plumas County Code, Title 9, Planning and Zoning Ordinance to meet housing State law requirements, prepare planning documents to promote development of County surplus property for residential development, and grant administration.

On March 16, 2021 Plumas County Board of Supervisors adopted a resolution authorizing the County-dedicated and state allocated REAP grant funds with the County Administrator being the authorized signatory to the HCD agreement. On December 3, 2021 the County received the HCD agreement for signature. County Administrator executed the agreement on December 8, 2021. The grant amount totals \$121,517 for the purpose of site readiness for a permanent supportive housing project.

### **DISCUSSION:**

Professional Services for the SB2 Planning grant totals \$123,000 and Transfer Out totals \$37,000 to cover staff time for the Planning and Building departments.

The LEAP grant Transfer Out totals \$65,000, which will entirely reimburse the Planning Department for staff time.

Professional Services for the REAP grant totals \$104,785. Transfer Out totals \$16,732, which will reimburse the Planning Department for staff time.

### **ATTACHMENTS:**

1. Supplemental Budget Request

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

(Auditor's Use Only)

Department: Plan Grant SB2

Dept. No: 20495

Date 11/8/2021

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments  
 B. ☒ Supplemental Budgets (including budget reductions)  
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX  
 D. ☐ Transfer within Department, except fixed assets  
 E. ☐ Establish any new account except fixed assets

**Approval Required**

Board  
 Board  
 Board  
 Auditor  
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0050	2049544	44027	State Grant	160,000.00
0050	2049544	44028	State Grant Revenue	65,000.00
0050	2049544	44029	State Grant Rev	121,517.00
Total (must equal transfer to total)				346,517.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0050	2049552	52190	Professional Services	123,000.00
0050	2049552	521900	Professional Svs Grant	104,785.00
0050	2049558	58000	Transfer Out	118,732.00
Total (must equal transfer to total)				346,517.00

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED  
 DEC 09 2021  
 Auditor's / File



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

A) See attached memo

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:

Heidi Wight

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

[Signature]

12/13/21

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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

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


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

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



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** **CONSENT ITEM**  
**SUPPLEMENTAL BUDGET REQUEST FY 2021/22**  
**CALIFORNIA HOMELESS COORDINATION AND FINANCING COUNCIL**  
**BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY**  
**HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING**  
**ROUND 1 AND ROUND 2**

### **STAFF RECOMMENDATION:**

Approve supplemental budget request for FY 2021/22 increasing the Homeless Housing, Assistance and Prevention (HHAP) grant funding (44028) for the HHAP Round 2 grant by \$22,949 and increasing Professional Services (52190) for HHAP Round 1 by \$46,691.53, Professional Services Grant (521902) for HHAP Round 2 by \$21,345, and Transfer Out by \$5,114

### **BACKGROUND**

On June 19, 2020 Plumas County entered into an agreement with the state Business, Consumer Services, and Housing Agency for the HHAP Round 1 grant. The grant amount totals \$50,201.53 for the purpose of rental assistance, rapid re-housing, transitional housing operational subsidies, and grant administration. Plumas Crisis Intervention and Resource Center (PCIRC) is the sub-recipient to the grant. Plumas County Planning Department staff will be the grant administrator.

On August 13, 2021 Plumas County entered into an agreement with the state Business, Consumer Services, and Housing Agency for the HHAP Round 2 grant. The grant amount totals \$22,949.00 for the purpose of rental assistance, rapid re-housing, transitional housing operational subsidies, and grant administration. Plumas Crisis Intervention and Resource Center (PCIRC) is the sub-recipient to the grant. Plumas County Planning Department staff will be the grant administrator.

### **DISCUSSION:**

The revenue for the HHAP Round 1 grant was received in FY 2020/21, although no budget was spent in FY 2020/21. Professional Services totals \$46,691.53 and Transfer Out totals \$3,510 which will reimburse the Planning Department for staff time.

Revenue will be received in FY 2021/22 for the HHAP Round 2 grant that totals \$22,949.00. Professional services totals 21,345 and Transfer Out totals \$1,604.

### **ATTACHMENTS:**

1. Supplemental Budget Request

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

(Auditor's Use Only)

Department: Plan - HHAP Grant Dept. No: 20492 Date 12/3/2021

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments  
 B. ☒ Supplemental Budgets (including budget reductions)  
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX  
 D. ☐ Transfer within Department, except fixed assets  
 E. ☐ Establish any new account except fixed assets

**Approval Required**

Board  
 Board  
 Board  
 Auditor  
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0052	2049244	44027	State Grant Revenue	22,949.00
			Use of fund balance	50,201.53
Total (must equal transfer to total)				73,150.53

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0052	2049252	52190	Professional Services	46,691.53
0052	2049252	521902	Professional Services	21,345.00
0052	2049258	58000	Transfer Out	5,114.00
Total (must equal transfer to total)				73,150.53

Supplemental budget requests require Auditor/Controller's signature

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

Auditor's / Risk

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

A) See attached memo.

B)

C)

D)

Approved by Department Signing Authority:

*Heidi Wright*

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

*John D. Miller*

12/13/21

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

### **INSTRUCTIONS:**

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

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

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

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

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






## Item 4C5

### BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** CONSENT ITEM  
SUPPLEMENTAL BUDGET REQUEST FY 2020/21  
DEPARTMENT OF WATER RESOURCES  
SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT  
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT

#### STAFF RECOMMENDATION:

Approve supplemental Budget request for FY 2020/21 increasing DWR SVGMD SGM Grant revenue (44027) by \$44,497.98 and increasing Transfer Out (58000) by \$44,497.98

#### BACKGROUND

On January 8, 2019 the Sierra Valley Groundwater Management District (SVGMD) and Plumas County entered into an Memorandum of Understanding (MOU) related to the Sustainable Groundwater Management Act (SGMA) as related to the Sierra Valley Groundwater Basin to facilitate and work cooperatively in developing a single Sierra Valley Groundwater Sustainability Plan (GSP).

On May 13, 2020 SVGMD entered into an agreement with the State Department of Water Resources (DWR) for the Sustainable Groundwater Management (SGM) Grant with Plumas County as a partner.

The grant amount totals \$2,000,000 for the purpose of sustainable groundwater management in Sierra Valley pursuant to SGMA with the objective of preparing a GSP. Work is being performed cooperatively through the SVGMD, contractors of the District and Plumas County, and the Plumas County Environmental Health, Planning, Agricultural, and GIS departments.

#### DISCUSSION:

Revenue in FY 2020/21 was received totaling \$44,497.98 for the first four invoices the County submitted.

\$44,497.98 was transferred to the Planning and GIS departments to cover staff time.

#### ATTACHMENTS:

1. Supplemental Budget Request



Fy 20/21

**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: DWR SGM Grant Dept. No: 20491 Date 11/8/2021

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments  
 B. ☒ Supplemental Budgets (including budget reductions)  
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX  
 D. ☐ Transfer within Department, except fixed assets  
 E. ☐ Establish any new account except fixed assets

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0049	2049144	44027	State Grant	44,497.98
Total (must equal transfer to total)				44,497.98

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0049	2049158	58000	Transfer Out	44,497.98
Total (must equal transfer to total)				44,497.98

Supplemental budget requests require Auditor/Controller's signature

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

**RECEIVED**  
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Auditor's Signature

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

A) See attached memo

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

*Deedee W. Galt*

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

*John D. Miller*

*12/13/21*

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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


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

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



## Item 4C6

### **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** **CONSENT ITEM**  
**SUPPLEMENTAL BUDGET REQUEST FY 2021/22**  
**DEPARTMENT OF WATER RESOURCES**  
**SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**  
**SUSTAINABLE GROUNDWATER MANAGEMENT GRANT**

#### **STAFF RECOMMENDATION:**

Approve supplemental Budget request for FY 2021/22 increasing DWR SVGMD SGM Grant revenue (44027) by \$37,000 and increasing Transfer Out (58000) by \$37,000

#### **BACKGROUND**

On January 8, 2019 the Sierra Valley Groundwater Management District (SVGMD) and Plumas County entered into an Memorandum of Understanding (MOU) related to the Sustainable Groundwater Management Act (SGMA) as related to the Sierra Valley Groundwater Basin to facilitate and work cooperatively in developing a single Sierra Valley Groundwater Sustainability Plan (GSP).

On May 13, 2020 SVGMD entered into an agreement with the State Department of Water Resources (DWR) for the Sustainable Groundwater Management (SGM) Grant with Plumas County as a partner.

The grant amount totals \$2,000,000 for the purpose of sustainable groundwater management in Sierra Valley pursuant to SGMA with the objective of preparing a GSP. Work is being performed cooperatively through the SVGMD, contractors of the District and Plumas County, and the Plumas County Environmental Health, Planning, Agricultural, and GIS departments.

#### **DISCUSSION:**

\$37,000 is expected to be received in FY 2021/22.

\$37,000 will be transferred to Planning and GIS departments to cover staff time and the County's contractor.

#### **ATTACHMENTS:**

1. Supplemental Budget Request



TRANSFER NUMBER  
(Auditor's Use Only)

Date: 11/8/2021

### Approval Required

- |         |
|---------|
| Board   |
| Board   |
| Board   |
| Auditor |
| Auditor |

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

Total (must equal transfer to total)	37,000.00
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☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

Total (must equal transfer to total)	37,000.00
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RECEIVED  
DEC 09 2021

Auditor's / ~~File~~

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

A) See attached memo

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

12/13/21

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*

**MEETING DATE:** December 21, 2021

**SUBJECT:** **CONSENT ITEM**  
**SUPPLEMENTAL BUDGET REQUEST FY 2020/21**  
**DEPARTMENT OF WATER RESOURCES**  
**PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT**  
**DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROGRAM**

### **STAFF RECOMMENDATION:**

Approve supplemental budget request for FY 2020/21 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$13,821.91 and increasing Transfer Out (58000) by 13,011.91

### **BACKGROUND**

On November 11, 2017 Sierra Institute for Community and Environment (Sierra Institute) entered into an agreement with the State Department of Water Resources (DWR) for the 2016 Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement (DACI) grant—funding the Mountain Counties Funding Area—with some funding going toward the Upper Feather River (UFR) watershed.

Subsequently, on August 8, 2020, Plumas County and Sierra Institute entered into an agreement for the DACI grant program, having been funded for the planning and implementation of community assessments and technical assistance for the Mountain Counties Funding Area.

The grant amount totals \$45,000 for the purpose of water shortage preparedness and contingency planning activities, outreach and coordination, and project administration and is being performed cooperatively through the Plumas County Environmental Health, Planning, and GIS departments, in addition to a contractor, Hinman and Associates.

### **DISCUSSION:**

Revenue in FY 2020/21 was received from the Sierra Institute totaling \$13,821.91 for the first four invoices the County submitted.

\$13,011.91 was transferred to Planning, GIS, and the Environmental Health departments to cover staff time. The difference between what the County has received and transferred out is \$810.00, which covers the contractor time.

The \$810.00 will be paid from the FY 2021/22 budget.

### **ATTACHMENTS:**

1. Supplemental Budget Request



Fy20/21

**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER  
(Auditor's Use Only)

Department: DWR DACI Dept. No: 20497 Date 12/3/2021

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments  
B. ☒ Supplemental Budgets (including budget reductions)  
C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX  
D. ☐ Transfer within Department, except fixed assets  
E. ☐ Establish any new account except fixed assets

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0047	2049744	44027	State Grant	13,821.91
Total (must equal transfer to total)				13,821.91

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0047	2049758	58000	Transfer Out	13,011.91
Total (must equal transfer to total)				13,011.91

Supplemental budget requests require Auditor/Controller's signature

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

DEC 09 2021

Auditor's / Fisk

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

A) See attached memo.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:

*Heidi Light*

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

*John DM*

12/13/24

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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





## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** **CONSENT ITEM**  
**SUPPLEMENTAL BUDGET REQUEST FY 2021/22**  
**DEPARTMENT OF WATER RESOURCES**  
**PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT**  
**DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROGRAM**

### **STAFF RECOMMENDATION:**

Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$31,178.09 and increasing Professional Services (52190) by \$17,460 and Transfer Out (58000) by \$14,528.09

### **BACKGROUND**

On November 11, 2017 Sierra Institute for Community and Environment (Sierra Institute) entered into an agreement with the State Department of Water Resources (DWR) for the 2016 Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement (DACI) grant—funding the Mountain Counties Funding Area—with some funding going toward the Upper Feather River (UFR) watershed.

Subsequently, on August 8, 2020, Plumas County and Sierra Institute entered into an agreement for the DACI grant program, having been funded for the planning and implementation of community assessments and technical assistance for the Mountain Counties Funding Area.

The grant amount totals \$45,000 for the purpose of water shortage preparedness and contingency planning activities, outreach and coordination, and project administration and is being performed cooperatively through the Plumas County Environmental Health, Planning, and GIS departments, in addition to a contractor, Hinman and Associates.

### **DISCUSSION:**

The remaining \$31,178.09 of the grant will be received in FY 2021/22 and the contractor will be paid the full contract total of \$17,460.

\$14,528.09 will be transferred to the Planning, GIS, and the Environmental Health departments to cover staff time.

### **ATTACHMENTS:**

1. Supplemental Budget Request

TRANSFER NUMBER  
(Auditor's Use Only)

The reason for this request is (check one):

A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets
E.	<input type="checkbox"/>	Establish any new account except fixed assets

Board
Board
Board
Auditor
Auditor

☐ TRANSFER FROM OR☒ SUPPLEMENTAL REVENUE ACCOUNTS

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0047	2049744	44027	State Grant	31,178.09
			Use of fund balance	810.00
			Total (must equal transfer to total)	31,988.09

☐ TRANSFER TO OR☒ SUPPLEMENTAL EXPENDITURE ACCOUNTS

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0047	2049752	52190	Professional Services	17,460.00
0047	2049758	58000	Transfer Out	14,528.09
			Total (must equal transfer to total)	31,988.09

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

venue, and/or backup to

DEC 09 2021

Auditor's / Fisk

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

A) See attached memo.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:

*Heidi W. [Signature]*

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

*[Signature]*

12/13/21

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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


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

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

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



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** CONSENT ITEM  
**SUPPLEMENTAL BUDGET REQUEST FY 2021/22**  
**DEPARTMENT OF WATER RESOURCES**  
**PROPOSITION 1 ROUND 1**  
**INTEGRATED REGIONAL WATER MANAGEMENT**  
**IMPLEMENTATION GRANT**

### **STAFF RECOMMENDATION:**

Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 Round 1 IRWM Implementation grant revenue (44027) by \$1,002,536 and increasing Professional Services (52190) by \$983,917.50 and Transfer Out (58000) by \$18,618.50

### **BACKGROUND**

On April 6, 2021 Plumas County entered into an agreement with the State Department of Water Resources (DWR) for the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation grant to assist financing projects that are included in and implemented in the adopted Upper Feather River (UFR) watershed IRWM plan.

The grant amount totals \$1,002,536 for the purpose of alternative water source development, community/emergency water storage tank, and grant administration and is being managed through the Plumas County Planning Department in association with a contractor, Hinman and Associates. The Local Project Sponsors (LPS) are Sierraville Public Utilities District (SPUD) and Indian Valley Community Services District (IVCSD).

### **DISCUSSION:**

Contracts with Hinman and Associates, SPUD, and IVCSD combined for a total of \$989,160.

Planning Department staff time totals \$13,376.

Hinman and Associates have already been paid \$5,242.50 from the General Fund through a separate contract with the Planning Department for support services to the UFR IRWM program.

The supplemental budget funds Professional Services in the amount described above and has been reduced by \$5,242.50 and Transfer Out has been increased by \$5,242.50 in order to reimburse the General Fund the amount previously paid to Hinman and Associates for work performed relative to the grant.

### **ATTACHMENTS:**

1. Supplemental Budget Request

TRANSFER NUMBER  
(Auditor's Use Only)

Date 12/3/2021

### Approval Required

- |         |
|---------|
| Board   |
| Board   |
| Board   |
| Auditor |
| Auditor |

## ☒ SUPPLEMENTAL REVENUE ACCOUNTS

Total (must equal transfer to total)	1,002,536.00
--------------------------------------	--------------

## ☒ SUPPLEMENTAL EXPENDITURE ACCOUNTS

Total (must equal transfer to total)	1,002,536.00
--------------------------------------	--------------

**Auditor's / Risk**



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

A) See attached memo.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

*Heidi Wright*

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

*Sobana M A*

*12/13/21*

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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

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



**County of Plumas**  
**Department of Probation**

270 County Hospital Rd. #128,  
Quincy, California, 95971



**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** December 6, 2021  
**TO:** The Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer *KA*  
**SUBJECT:** Request to approve updated Public Safety Realignment survey and plan for FY2021-2022

**Recommendation:**

Authorize to adopt new Plumas County Probation Department policies and procedures through Lexipol. Policies are as follows:

311,312,315,318,400,402,500,508,509,801,802,803,806,807,812 and 817.

**Background:**

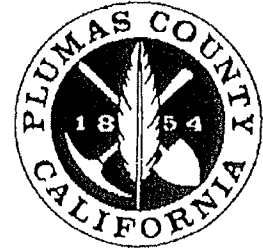
Plumas County Personnel Rule 1.04 Departmental Rules provides Probation Chief Officer to establish additional rules provided the County comply with the "meet and confer" obligation under California Government Code Section 3505. These new Probation Department Policies and Procedures are needed for day to day operations of the Probation Department.

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 12, 2021

**TO:** Michael Pugh, Labor Relations Consultant  
Scott Quade, Association President

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** Probation Policies Follow-up and Initial Meet and Confer

---

Attached are updated policies for the Probation department. We continue to work with Lexipol to update department's policy manual. Would you like to schedule a conference call to discuss these policies' first? We can set up a convenient time for you so we can conference call.

We are ready to resubmit the following policies for an initial meet and confer review so that we can continue to build upon the Probation Department's policies manual.

**Exhibit A: Policies updated based on meet and on your feedback:**

301: Use of Force Review Boards

300: Use of Force

The below list of policies have been worked on and are now ready to discuss these new submission after your review.

**Exhibit B: New submissions for your review**

- Probation Code of Ethics
- Mission Statement
- Chief's Preface
- 311: Report Preparation
- 312: Media Relations
- 315: Limited English Proficiency Services
- 318: Child and Dependent Adult Safety
- 400: Initial Intake to Probation Services
- 402: Supervision of Clients
- 500: Crime Scene Integrity and Investigation
- 508: Immigration Violations
- 509: Field Training
- 801: Standards of Conduct

Probation Policy Manual  
M&C March 12, 2021



802: Performance Evaluations  
803: Special Assignments and Promotions  
806: Reporting of Arrests, Convictions, and Court Orders  
807: Drug- and Alcohol-Free Workplace  
812: Seat Belts  
817: Payroll Records

Throughout the department policies, all Probation Department staff are referred to as members. As we move forward with completing Probation policies, our goal is to work with the Union to reach meet and confer obligations. Please let us know if you have any questions.

Thanking you in advance for your assistance with these policies.

Nancy

Attachments:

Exhibit A  
Exhibit B

## Report Preparation

### 311.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to provide guidance to members of the Department who complete reports as a part of their duties.

### 311.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department that members shall act with promptness and efficiency in the preparation and processing of all reports. Reports shall document sufficient information to refresh the member's memory and shall provide enough detail for follow-up investigation and successful prosecution.

### 311.3 EXPEDITIOUS REPORTING

**Best Practice**

Incomplete reports, unorganized reports, or reports that are delayed without supervisory approval are not acceptable. Reports shall be processed according to established priorities or to a special priority necessary under exceptional circumstances.

### 311.4 REPORT PREPARATION

**Best Practice**

Reports should be sufficiently detailed for their purpose and free from errors prior to submission and approval. Members are responsible for completing and submitting all reports taken during the shift before going off-duty unless permission to hold the report has been approved by a supervisor. Generally, reports requiring prompt follow-up action on active leads or arrest reports where the suspect remains in custody should not be held.

All reports shall accurately reflect the identity of the persons involved; all pertinent information seen, heard, or assimilated by any other sense; and any actions taken. Members shall not suppress, conceal, or distort the facts of any reported incident, nor shall any member make a false report orally or in writing. Generally, the reporting member's opinions should not be included in reports unless specifically identified as such.

#### 311.4.1 HANDWRITTEN OR TYPED REPORTS

**Discretionary**

County, state, and federal agency forms may be block printed unless the requirement for typing is apparent. Supervisors may require block printing or typing of reports of any nature for department consistency.

Handwritten reports must be prepared legibly. If the report is not legible, the submitting member will be required by the reviewing supervisor to promptly make corrections and resubmit the report.

# Plumas County Probation Department

## Probation Manual

### *Report Preparation*

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In general, the narrative portion of reports where an arrest is made or when there is a long narrative should be typed or dictated. Members who dictate reports shall use appropriate grammar, as the content is not the responsibility of the typist.

Members who generate reports on computers are subject to all requirements of this policy.

#### 311.4.2 NOTATION OF INFORMATION RECEIVED FROM THIRD PARTIES

##### **Best Practice**

When information included in a report was received from a third party that is not an identified law enforcement, probation, parole, or corrections agency, the member authoring the report should state which specific information was obtained from a third party and whether it was independently confirmed by a member from the Department.

#### 311.5 ADULT REQUIRED REPORTING

##### **Best Practice** **MODIFIED**

In all of the following situations, members shall complete reports using the appropriate department-approved forms and reporting methods, unless otherwise approved by a supervisor.

The reporting requirements are not intended to be all-inclusive. A member may complete a report if the member deems it necessary or as directed by a supervisor or the court.

#### 311.5.1 REPORTS TO THE COURT

##### **State** **MODIFIED**

As appropriate and necessary, officers or authorized designee should prepare and file with the court the following reports:

- (a) A pretrial diversion report, if requested by the court, as to the suitability of a person for pretrial diversion (Penal Code § 1000.1(5)(b)).
- (b) A presentence report for adult clients upon referral of a felony conviction from the court (Penal Code § 1203).
  1. The report should include a recommendation of whether the client should be granted probation and recommended conditions of probation, if granted (Penal Code § 1203).
  2. The report should be consistent with the requirements of Penal Code 1203(a) and Court Rule 4.411.5 (Penal Code §1203).
- (c) A conduct and worktime credit estimate to be filed with the court at the time of sentencing (Penal Code § 1191.3).
  1. The estimate shall also be provided to the victim.
- (d) A domestic violence report if a client has been granted probation for a violation of the domestic violence code (Penal Code § 1203.097(b)).
  1. The report should include recommendations of an appropriate batterer's program for the client.

# Plumas County Probation Department

## Probation Manual

### *Report Preparation*

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#### 311.5.2 CRIMINAL ACTIVITY AND VIOLATION CONDUCT

##### **Best Practice**

When a member becomes aware of any activity where a crime or violation of probation or supervised release has occurred, the member shall document the incident regardless of whether a victim desires prosecution.

Activity to be documented in an incident or arrest report includes:

- (a) All arrests.
- (b) All felony crimes.
- (c) Non-felony criminal incidents involving threats or stalking behavior.
- (d) Situations covered by the Use of Force Policy.
- (e) All misdemeanor crimes where the victim desires a report.
- (f) All violations of probation or supervised release.

Misdemeanor crimes where the victim does not desire a report shall be documented using the department-approved alternative reporting method.

#### 311.5.3 NON-CRIMINAL ACTIVITY AND NON-VIOLATION CONDUCT

##### **Best Practice**

Non-criminal activity to be documented includes:

- (a) Any found property or found evidence.
- (b) All protective custody and welfare detentions.
- (c) Any time a person is reported missing, regardless of jurisdiction.
- (d) Suspicious incidents that may indicate a potential for crimes against children or that a child's safety is in jeopardy.
- (e) Suspicious incidents that may place the public or others at risk.
- (f) Any use of force by members of this department against any person (see the Use of Force Policy).
- (g) Any firearm discharge (see the Firearms Policy).
- (h) Any time a member points a firearm at any person.
- (i) Any traffic accidents, involving department vehicles or members involved in County business, above the minimum reporting level (see the Vehicle Use, Safety, and Maintenance Policy).
- (j) Whenever the member believes the circumstances should be documented or at the direction of a supervisor.

#### 311.5.4 MISCELLANEOUS INJURIES

##### **Best Practice**

Any injury reported to this department shall require an incident report when:

# Plumas County Probation Department

## Probation Manual

### Report Preparation

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- (a) The injury is the result of drug overdose.
- (b) There is an attempted suicide.
- (c) The injury is major or serious and potentially fatal.
- (d) The circumstances surrounding the incident are suspicious in nature and it is desirable to document the event.
- (e) The injury is to a person in a member's custody or care.

### 311.6 JUVENILE REPORTING

**Best Practice** **MODIFIED**

Officers may be required to complete reports relating to juvenile clients in any of the following scenarios. Officers should complete reports consistent with the appropriate department forms and reporting methods, unless otherwise approved by a supervisor or the court. The reports referenced herein are not intended to be all-inclusive.

#### 311.6.1 SOCIAL STUDY REPORT

**State**

Officers shall prepare and file with the court a social study, prepared pursuant to the requirements of Welfare and Institutions Code § 706.5, as follows (Welfare and Institutions Code § 727.4):

- (a) At least 10 days before a permanency hearing held pursuant to Welfare and Institutions Code § 727.3.
- (b) At least 10 days before a placement review hearing held pursuant to Welfare and Institutions Code § 727.2.
- (c) After any hearing during which the court has ordered a minor into the supervision of the officer for placement (Welfare and Institutions Code § 727).

#### 311.6.2 ADDITIONAL REPORTS

**State** **MODIFIED**

Officers should also:

- (a) Prepare and file periodic reports and special reports, as appropriate, with the Department of Youth and Community Restoration pursuant to the requirements of, and on forms provided by, the Department of Youth and Community Restoration (Welfare and Institutions Code § 284).
- (b) Make periodic reports to the Attorney General pursuant to the requirements of the Attorney General (Welfare and Institutions Code § 285).
- (c) Prepare and file with the court written reports and recommendations as requested by the court with regard to custody, status, or welfare of a minor. Reports shall be prepared consistent with the requirements of Welfare and Institutions Code § 281.

### 311.7 COUNTY PERSONNEL OR PROPERTY

**Best Practice** **MODIFIED**

Incidents involving County personnel or property shall require a report when:

# Plumas County Probation Department

## Probation Manual

### *Report Preparation*

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- (a) An injury occurs as the result of an act of a County employee or on County property.
- (b) There is damage to County property or equipment.

#### **311.8 REVIEW AND CORRECTIONS**

**Discretionary** **MODIFIED**

Supervisors or the authorized designee shall review reports for content and accuracy. If a correction is necessary, the reviewing supervisor or the authorized designee should offer corrections and require resubmission for further review.

The corrected report should be returned to the supervisor or the authorized designee for approval as soon as practicable. It shall be the responsibility of the originating member to ensure that any report returned for correction is processed in a timely manner.

##### **311.8.1 CHANGES AND ALTERATIONS**

**Best Practice** **MODIFIED**

Reports that have been approved by a supervisor or the authorized designee and submitted to the Legal Services Assistant and/or Administrative Assistant for filing and distribution shall not be modified or altered except by way of a supplemental report.

Reviewed reports not yet submitted to the Legal Services Assistant and/or Administrative Assistant may be corrected or modified by the authoring member only with the knowledge and authorization of the reviewing supervisor or the authorized designee.

#### **311.9 ISSUED DATE**

**Agency Content**

##### **311.9.1 REVISED DATE(S)**

**Agency Content**

## Media Relations

### 312.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines for the release of official department information to the media.

### 312.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to protect the privacy rights of individuals, while releasing non-confidential information to the media regarding topics of public concern. Information that has the potential to negatively affect inter- or intra-agency investigations will not be released.

### 312.3 RESPONSIBILITIES

**Best Practice** **MODIFIED**

The ultimate authority and responsibility for the release of information to the media shall remain with the Chief Probation Officer. In situations not warranting immediate notice to the Chief Probation Officer and in situations where the Chief Probation Officer has given prior approval, designated supervisors and the designated Public Information Officer (PIO), if applicable, may prepare and release information to the media in accordance with this policy and applicable laws regarding confidentiality.

### 312.4 PROVIDING ADVANCE INFORMATION

**Best Practice**

To protect the safety and rights of department members and other persons, advance information about planned actions by probation personnel, such as movement of persons in custody or the execution of an arrest or search warrant, should not be disclosed to the media, nor should media representatives be invited to be present at such actions except with the prior approval of the Chief Probation Officer.

Any exceptions to the above should only be considered for the furtherance of legitimate probation purposes. Prior to approving any exception, the Chief Probation Officer will consider, at a minimum, whether the release of information or the presence of the media would unreasonably endanger any individual or prejudice the rights of any person or is otherwise prohibited by law.

### 312.5 MEDIA REQUESTS

**Best Practice** **MODIFIED**

Any media request for information or access to department members shall be referred to the Chief Probation Officer, or if unavailable, to the first available supervisor. Prior to releasing any information to the media, members shall consider the following:

# Plumas County Probation Department

## Probation Manual

### *Media Relations*

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- (a) At no time shall any member of this department make any comment or release any official information to the media without prior approval from a supervisor or the Chief Probation Officer
- (b) In situations involving multiple agencies or government departments, every reasonable effort should be made to coordinate media releases with the authorized representative of each involved agency prior to the release of any information by this department.
- (c) Under no circumstance should any member of this department make any comment to the media regarding any probation incident not involving this department without prior approval of the Chief Probation Officer. Under these circumstances the member should direct the media to the agency handling the incident.

### **312.6 CONFIDENTIAL OR RESTRICTED INFORMATION**

**Best Practice** **MODIFIED**

It shall be the responsibility of the Chief Probation Officer to ensure that confidential or restricted information is not inappropriately released to the media. When in doubt, authorized and available legal counsel should be consulted prior to releasing any information.

#### **312.6.1 EMPLOYEE INFORMATION**

**Best Practice** **MODIFIED**

The identities of officers involved in shootings or other critical incidents may only be released to the media upon the consent of the involved officer or upon a formal request filed.

Any requests for copies of related reports or additional information not contained in the information log (see the Information Log section in this policy), including the identity of officers involved in shootings or other critical incidents, shall be referred to the Chief Probation Officer.

Requests should be reviewed and fulfilled by the Custodian of Records or, if unavailable, the Chief Probation Officer or the authorized designee. Such requests will be processed in accordance with the provisions of the Records Maintenance and Release Policy and public records laws (e.g., California Public Records Act).

### **312.7 RELEASE OF INFORMATION**

**Best Practice**

The Department may routinely release information to the media without receiving a specific request. This may include media releases regarding critical incidents, information of public concern, updates regarding significant incidents, or requests for public assistance in solving crimes or identifying suspects or clients with warrants. This information may also be released through the department website or other electronic data sources.

### **312.8 ISSUED DATE**

**Agency Content**



# Plumas County Probation Department

## Probation Manual

### *Media Relations*

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#### 312.8.1 REVISED DATE(S)

Agency Content

## Limited English Proficiency Services

### 315.1 PURPOSE AND SCOPE

**Federal** **MODIFIED**

This policy provides guidance to members when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

#### 315.1.1 DEFINITIONS

**Federal** **MODIFIED**

Definitions related to this policy include:

**Authorized interpreter** - A person who has been screened and authorized by the Department to act as an interpreter and/or translator for others.

**Interpret or interpretation** - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

**Limited English proficiency (LEP) individual** - Any individual whose primary language is not English and who has a limited ability to read, write, speak, or understand English. These individuals may be competent in certain types of communication (e.g., speaking, understanding) but still exhibit LEP for other purposes (e.g., reading, writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

**Qualified bilingual member** - A member of the Plumas County Probation Department or other government agency; designated by the Department, who has the ability to communicate fluently, directly, and accurately in both English and another language. Bilingual members may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

**Translate or translation** - The replacement of written text from one language (source language) into an equivalent written text (target language).

### 315.2 POLICY

**Federal**

It is the policy of the Plumas County Probation Department to reasonably ensure that LEP individuals have meaningful access to probation services, programs, and activities while not imposing undue burdens on its members.

The Department will not discriminate against or deny any individual access to services, rights, or programs based on national origin or any other protected interest or right.

### 315.3 LEP COORDINATOR

**Best Practice**

# Plumas County Probation Department

## Probation Manual

### Limited English Proficiency Services

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The Chief Probation Officer shall delegate certain responsibilities to an LEP coordinator. The coordinator shall be appointed by, and directly responsible to, the Administrative Supervisor or the authorized designee.

The responsibilities of the coordinator include but are not limited to:

- (a) Coordinating and implementing all aspects of the Plumas County Probation Department's LEP services to LEP individuals.
- (b) Developing procedures that will enable members to access LEP services, including telephonic interpreters, and ensuring the procedures are available to all members.
- (c) Ensuring that a list of all qualified bilingual members and authorized interpreters is maintained and available to each Supervisor. The list should include information regarding:
  - 1. Languages spoken.
  - 2. Contact information.
  - 3. Availability.
- (d) Ensuring signage stating that interpreters are available free of charge to LEP individuals is posted in appropriate areas and in the most commonly spoken languages.
- (e) Reviewing existing and newly developed documents to determine which are vital documents and should be translated, and into which languages the documents should be translated.
- (f) Annually assessing demographic data and other resources, including contracted language services utilization data and data from community-based organizations, to determine if there are additional documents or languages that are appropriate for translation.
- (g) Identifying standards and assessments to be used by this department to qualify individuals as qualified bilingual members or authorized interpreters.
- (h) Periodically reviewing the department's efforts in providing meaningful access to LEP individuals, and, as appropriate, developing reports, developing new procedures, or recommending modifications to this policy.
- (i) Receiving and responding to complaints regarding department LEP services.
- (j) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs, and activities.

### **315.4 FOUR-FACTOR ANALYSIS**

#### **Federal**

Because there are many different languages that members could encounter, the Department will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which

# Plumas County Probation Department

## Probation Manual

### Limited English Proficiency Services

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measures will provide meaningful access to its services and programs. It is recognized that law enforcement contacts and circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of the following four factors, which are:

- (a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by department members, or who may benefit from programs or services within the jurisdiction of this department or a particular geographic area.
- (b) The frequency with which LEP individuals are likely to come in contact with department members, programs, or services.
- (c) The nature and importance of the contact, program, information, or service provided.
- (d) The cost of providing LEP assistance and the resources available.

### **315.5 TYPES OF LEP ASSISTANCE AVAILABLE**

**Federal** **MODIFIED**

Plumas County Probation Department members should never refuse service to an LEP individual requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The Department will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The Department will use all reasonably available tools when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept department-provided LEP services at no cost or they may choose to provide their own.

Department-provided LEP services may include but are not limited to the assistance methods described in this policy.

### **315.6 WRITTEN FORMS AND GUIDELINES**

**Federal**

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. The LEP coordinator will arrange to make these translated documents available to members and other appropriate individuals, as necessary.

### **315.7 AUDIO RECORDINGS**

**Federal**

The Department may develop audio recordings of important or frequently requested information in a language most likely to be understood by those LEP individuals representative of the community being served.

### **315.8 QUALIFIED BILINGUAL MEMBERS**

**Federal**

# Plumas County Probation Department

## Probation Manual

### *Limited English Proficiency Services*

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Bilingual members may be qualified to provide LEP services when they have demonstrated through established department procedures a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Members who provide LEP services must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit. Additionally, bilingual members must be able to communicate technical and law enforcement terminology, and be sufficiently proficient in the non-English language to perform complicated tasks, such as conducting interrogations, taking statements, collecting evidence, or conveying rights or responsibilities.

When a qualified bilingual member from this department is not available, personnel from other County departments who have been identified by the Department as having the requisite skills and competence may be requested.

### **315.9 AUTHORIZED INTERPRETERS**

**Federal** **MODIFIED**

Any person designated by the Department to act as an authorized interpreter and/or translator must have demonstrated competence in both English and the involved non-English language, must have an understanding of the functions of an interpreter that allows for correct and effective translation, and should not be a person with an interest in the department case or investigation involving the LEP individual. A person providing interpretation or translation services may be required to establish the accuracy and trustworthiness of the interpretation or translation in a court proceeding.

Authorized interpreters must pass a screening process established by the County of Plumas that demonstrates their skills and abilities in the following areas:

- (a) The competence and ability to communicate information accurately in both English and in the target language.
- (b) Knowledge, in both languages, of any specialized terms or concepts peculiar to this department and of any particularized vocabulary or phraseology used by the LEP individual.
- (c) The ability to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (d) Knowledge of the ethical issues involved when acting as a language conduit.

#### **315.9.1 SOURCES OF AUTHORIZED INTERPRETERS**

**Federal** **MODIFIED**

The Department may contract with authorized interpreters who are available over the telephone. Members may use these services with the approval of a supervisor and in compliance with established procedures.

Other sources may include:

- Qualified bilingual members of this department or personnel from other County departments or other government agencies.

# Plumas County Probation Department

## Probation Manual

### Limited English Proficiency Services

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- Individuals employed exclusively to perform interpretation services.
- Contracted in-person interpreters, such as state or federal court interpreters, among others.
- Interpreters from other agencies who have been qualified as interpreters by this department, and with whom the Department has a resource-sharing or other arrangement that they will interpret according to department guidelines.

#### 315.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

##### **Federal**

Language assistance may be available from community volunteers who have demonstrated competence in either monolingual (direct) communication and/or in interpretation or translation (as noted above), and have been approved by the Department to communicate with LEP individuals.

When qualified bilingual members or other authorized interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called on when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the LEP individual and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

While family or friends of an LEP individual may offer to assist with communication or interpretation, members should carefully consider the circumstances before relying on such individuals. For example, children should not be relied upon except in exigent or very informal and non-confrontational situations.

#### 315.10 CONTACT AND REPORTING

##### **Best Practice**

Although all probation contacts, services, and individual rights are important, this department will use the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted where they are most needed, according to the nature and importance of the particular law enforcement activity involved.

Whenever any member of this department is required to complete a report or other documentation that involves a situation in which interpretation services were provided to any involved LEP individual, such services should be noted in the related report. Members should document the type of interpretation services used and whether the individual elected to use services provided by the Department or some other identified source.

#### 315.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

##### **Federal** **MODIFIED**

The Plumas County Probation Department will take reasonable steps to develop in-house language capacity by hiring or appointing qualified members proficient in languages representative of the community being served.

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#### **315.12 FIELD SUPERVISION**

**Federal** **MODIFIED**

Field supervision will generally include such contacts as home, school, or work visits and other routine field contacts that may involve LEP individuals. The scope and nature of these activities and contacts will inevitably vary. Members and/or supervisors must assess each situation to determine the need and availability of language assistance to all involved LEP individuals and use the methods outlined in this policy to provide such assistance.

Although not every situation can be addressed in this policy, it is important that members are able to effectively communicate the reason for a contact, the need for information, and the meaning or consequences of any enforcement action. For example, it would be meaningless to request consent to search if the officer is unable to effectively communicate with an LEP individual.

#### **315.13 INVESTIGATIVE FIELD INTERVIEWS**

**Federal** **MODIFIED**

In any situation where an interview may reveal information that could be used as the basis for revocation of probation or supervised release, or arrest, or prosecution of an LEP individual and a qualified bilingual member is unavailable or lacks the skills to directly communicate with the LEP individual, an authorized interpreter should be used. This includes interviews conducted during an investigation with victims, witnesses, and suspects. In such situations, audio recordings of the interviews should be made when reasonably possible. Identification and contact information for the interpreter (e.g., name, address) should be documented so that the person can be subpoenaed for trial if necessary.

If an authorized interpreter is needed, officers should consider calling for an authorized interpreter in the following order:

- An authorized department member or allied agency interpreter
- An authorized telephone interpreter
- Any other authorized interpreter

Nothing in this policy should be construed to prevent officer(s) from taking appropriate enforcement action.

Any *Miranda* warnings shall be provided to suspects in their primary language by an authorized interpreter or, if the suspect is literate, by providing a translated *Miranda* warning card. In the event that the suspect is determined to be illiterate and/or a translated *Miranda* warning card is unavailable, then officer(s) shall not ask incriminating questions until translation services can be provided.

An LEP individual's bilingual friends, family members, children, neighbors, or bystanders may be used only when a qualified bilingual member or authorized interpreter is unavailable and there is an immediate need to interview an LEP individual.



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#### **315.14 CUSTODIAL INTERROGATIONS**

**Federal**

Miscommunication during custodial interrogations may have a substantial impact on the evidence presented in a criminal case. Only qualified bilingual members or, if none is available or appropriate, authorized interpreters shall be used during custodial interrogations. *Miranda* warnings shall be provided to suspects in their primary language by the qualified bilingual member or an authorized interpreter. To ensure that translations during custodial interrogations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible.

#### **315.15 COMPLAINTS**

**Federal**

The Department shall ensure that LEP individuals who wish to file a complaint regarding members of this department are able to do so. The Department may provide an authorized interpreter or translated forms, as appropriate. Complaints will be referred to the LEP coordinator.

Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. Authorized interpreters used for any interview with an LEP individual during a complaint investigation should not be members of this department.

Any notice required to be sent to an LEP individual as a complaining party pursuant to the Personnel Complaints Policy should be translated or otherwise communicated in a language-accessible manner.

#### **315.16 COMMUNITY OUTREACH**

**Best Practice** **MODIFIED**

Community outreach programs and other such services offered by this department are important to the ultimate success of more traditional probation duties. This department may continue to work with community groups, local businesses, and neighborhoods to provide equal access to such programs and services.

#### **315.17 TRAINING**

**Federal**

To ensure that all members who may have contact with LEP individuals are properly trained, the Department will provide periodic training on this policy and related procedures, including how to access department-authorized telephonic and in-person interpreters and other available resources.

The Training Manager shall be responsible for ensuring new members receive LEP training. Those who may have contact with LEP individuals should receive refresher training at least once every two years thereafter. The Training Manager shall maintain records of all LEP training provided and will retain a copy in each member's training file in accordance with the established records retention schedule.

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#### 315.17.1 TRAINING FOR AUTHORIZED INTERPRETERS

**Federal** **MODIFIED**

All members on the authorized interpreter list must successfully complete prescribed interpreter training. To complete interpreter training successfully, an interpreter must demonstrate proficiency in and ability to communicate information accurately in both English and in the target language, demonstrate knowledge in both languages of any specialized terms or phraseology, and understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

Members on the authorized interpreter list must receive refresher training annually or they may be removed from the authorized interpreter list. This annual training should include language skills competency (including specialized terminology) and ethical considerations.

The Training Manager shall be responsible for coordinating the annual refresher training and will maintain a record of all training the interpreters have received.

#### 315.18 ISSUED DATE

**Agency Content**

#### 315.18.1 REVISED DATE(S)

**Agency Content**

## Child and Dependent Adult Safety

### 318.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines to ensure that children and dependent adults are not left without appropriate care in the event their caregiver or guardian is arrested or otherwise prevented from providing care due to actions taken by members of this department.

This policy does not address the actions to be taken during the course of a child abuse or dependent adult abuse investigation. These are covered in the Mandatory Reporting Policy.

### 318.2 POLICY

**Best Practice**

It is the policy of this department to mitigate, to the extent reasonably possible, the stressful experience individuals may have when their parent or caregiver is arrested. The Plumas County Probation Department will endeavor to create a strong, cooperative relationship with local, state, and community-based social services to ensure an effective, collaborative response that addresses the needs of those affected, including call-out availability and follow-up responsibilities.

### 318.3 PROCEDURES DURING AN ARREST

**Best Practice**

When encountering an arrest or prolonged detention situation, officers should make reasonable attempts to determine if the arrestee is responsible for children or dependent adults. In some cases, this may be obvious, such as when children or dependent adults are present. However, officers should inquire if the client has caregiver responsibilities for any children or dependent adults who are without appropriate supervision. The following steps should be taken:

- (a) Inquire about and confirm the location of any children or dependent adults.
- (b) Look for evidence of children and dependent adults. Officers should be mindful that some arrestees may conceal the fact that they have a dependent for fear the individual may be taken from them.
- (c) Consider asking witnesses, neighbors, friends, and relatives of the arrestee as to whether the person is responsible for a child or dependent adult.

Whenever reasonably possible, officers should consider reasonable alternatives to arresting a parent, guardian, or caregiver in the presence of a child or dependent adult.

Whenever it is safe to do so, officers should allow the parent or caregiver to assure children or dependent adults that they will be provided care. If this is not safe or if the demeanor of the parent or caregiver suggests this conversation would be nonproductive, the officer at the scene should explain the reason for the arrest in age-appropriate language and offer reassurance to the child or dependent adult that appropriate care will be provided.

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### *Child and Dependent Adult Safety*

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#### 318.3.1 AFTER AN ARREST

##### **Best Practice**

Whenever an arrest is made, the officer should take all reasonable steps to ensure the safety of the arrestee's disclosed or discovered children or dependent adults.

Officers should allow the arrestee reasonable time to arrange for care of children and dependent adults. Temporary placement with family or friends may be appropriate. However, any decision should give priority to a care solution that is in the best interest of the child or dependent adult. In such cases, the following guidelines should be followed:

- (a) Allow the person reasonable time to arrange for the care of children and dependent adults with a responsible party, as appropriate.
  - 1. Officers should consider allowing the person to use the person's cell phone to facilitate arrangements through access to contact phone numbers, and to lessen the likelihood of call screening by the recipients due to calls from unknown sources.
- (b) Unless there is evidence that it would not be in the dependent person's best interest (e.g., signs of abuse, drug use, unsafe environment), officers should respect the parent or caregiver's judgment regarding arrangements for care. It is generally best if the child or dependent adult remains with relatives or family friends who the person knows and trusts because familiarity with surroundings and consideration for comfort, emotional state, and safety are important.
  - 1. Except when a court order exists limiting contact, the officer should attempt to locate and place children or dependent adults with the non-arrested parent, guardian, or caregiver.
- (c) Provide for the immediate supervision of children or dependent adults until an appropriate caregiver arrives.
- (d) Notify Child Protective Services or the Adult Protective Services, if appropriate.
- (e) Notify the field supervisor or Supervisor of the disposition of children or dependent adults.

If children or dependent adults are at school or another known location outside the household at the time of arrest, the arresting officer should attempt to contact the school or other known location and inform the principal or appropriate responsible adult of the caregiver's arrest and of the arrangements being made for the care of the arrestee's dependent. The result of such actions should be documented in the associated report.

#### 318.3.2 DURING THE BOOKING PROCESS

##### **Best Practice** **MODIFIED**

During the booking process, the arrestee should be allowed to make telephone calls to arrange for the care of any child or dependent adult.

If an arrestee is unable to arrange for the care of any child or dependent adult through this process, or circumstances prevent them from making such arrangements (e.g., their behavior prevents

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reasonable accommodations for making necessary calls), a supervisor should be contacted to determine the appropriate steps to arrange for care. These steps may include additional telephone calls or contacting a local, county, or state services agency.

#### 318.3.3 REPORTING

**Best Practice** **MODIFIED**

- (a) For all arrests where children are present or living in the household, the reporting member will document the following information:
  - 1. Name
  - 2. Sex
  - 3. Age
  - 4. Special needs (e.g., medical, mental health)
  - 5. How, where, and with whom or which agency the child was placed
  - 6. Identities and contact information for other potential caregivers
  - 7. Notifications made to other adults (e.g., schools, relatives)
- (b) For all arrests where dependent adults are present or living in the household, the reporting member will document the following information:
  - 1. Name
  - 2. Sex
  - 3. Age
  - 4. Whether the person reasonably appears able to engage in self-care
  - 5. Disposition or placement information if the person is unable to engage in self-care

#### 318.3.4 SUPPORT AND COUNSELING REFERRAL

**Best Practice**

If the handling officers believe the child or dependent adult would benefit from additional assistance, such as counseling services, contact with a victim advocate, or a crisis response telephone number, they should provide appropriate referral information.

#### 318.3.5 SELF-SURRENDER

**Best Practice**

If an officer allows a client to self-surrender, the officer should, where practicable, allow the arrestee reasonable time to arrange for care of children and dependent adults. Temporary placement with family or friends may be appropriate.

### 318.4 DEPENDENT WELFARE SERVICES

**Best Practice**

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Whenever an arrestee is unwilling or incapable of arranging for the appropriate care of any child or dependent adult, the handling officer should contact the appropriate welfare service or other department-approved social service agency to determine whether protective custody is appropriate.

Only when other reasonable options are exhausted should a child or dependent adult be transported to the Probation facility, transported in a marked law enforcement vehicle, or taken into formal protective custody.

Under no circumstances should a child or dependent adult be left unattended or without appropriate care.

### **318.5 TRAINING**

#### **Best Practice**

The Training Manager is responsible for ensuring that all members of this department who may be involved in arrests affecting children or dependent adults receive approved training on effective safety measures when a parent, guardian, or caregiver is arrested.

### **318.6 ISSUED DATE**

#### **Agency Content**

#### **318.6.1 REVISED DATE(S)**

#### **Agency Content**

# Initial Intake to Probation Services

## 400.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes guidelines for the Plumas County Probation Department's initial intake.

## 400.2 POLICY

**Best Practice**

The Plumas County Probation Department will engage in an initial process in an effort to facilitate fair and appropriate supervision of clients.

## 400.3 ADULT INTAKE TO SUPERVISION

**State**

The Chief Probation Officer or the authorized designee should develop and maintain a standard intake program with appropriate forms and checklists to assist officers in their supervision of assigned clients.

The intake program should include but is not limited to:

- (a) Performing an intake interview or interviews:
  - 1. The intake interview should be completed within 72 hours, or earlier if required by a court order, after the client's release from custody or initial report to the Plumas County Probation Department.
- (b) Documenting relevant information about the client, such as:
  - 1. Personal information including name, address, and contact information
  - 2. Current employment and relevant employment history
  - 3. Family information
  - 4. Criminal history
  - 5. Any substance abuse, mental health, and treatment information
  - 6. Potential safety issues for officers and staff (e.g., weapons, dangerous animals within the home, family members who may present a threat)
- (c) Completing any appropriate and/or mandated risk and needs assessment(s) and scheduling appropriate review with the client as set forth in the Risk and Needs Assessments Policy.
- (d) Providing the client with an overview of what to expect while being supervised and any of the following as applicable:
  - 1. An orientation handbook or other applicable orientation materials
  - 2. A copy of court-ordered conditions of supervision
  - 3. Applicable resources regarding any court-ordered programs, community referrals, or other resources pertaining to the conditions of probation



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### *Initial Intake to Probation Services*

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4. Explanations of any financial obligations (e.g., court-ordered restitution, fines, fees)
5. Applicable registration requirements (e.g., gang (Penal Code § 186.31), arson (Penal Code § 457.1), sex offenders (Penal Code § 290.017; Penal Code § 290.85))
6. Documenting client receipt of orientation and other materials

#### **400.4 JUVENILE INTAKE TO SERVICES**

**Best Practice**

##### **400.4.1 JUVENILE INTAKE OFFICERS**

**Best Practice** **MODIFIED**

The Chief Probation Officer should designate officers to act as juvenile intake officers. These officers should be trained in established juvenile intake procedures and should serve as first-line staff for juvenile intake to services.

##### **400.4.2 OUT-OF-CUSTODY JUVENILE INTAKE**

**Best Practice**

The Chief Probation Officer or the authorized designee should develop and maintain a standard intake program with appropriate forms and checklists to assist juvenile intake officers with the intake for services of juveniles who are currently out of custody.

The intake program should include but is not limited to:

- (a) Performing an intake interview, including an interview with the juvenile and parent/s to determine next steps
- (b) Documenting relevant information about the juvenile including but not limited to:
  1. Verifying personal information including name, address, and contact information
  2. Current employment and relevant employment history, if applicable
  3. Family information, including siblings and parental custody situation
  4. Delinquent history information
  5. Child welfare history, including any allegations of abuse or neglect and outcomes of these allegations
  6. School information, including grades and attendance
  7. Any substance abuse, mental health, and treatment information
  8. Potential safety issues for officers and staff (e.g., weapons, dangerous animals within the home, family members who may present a threat)
  9. Completing any appropriate and/or mandated risk and needs assessment(s) as set forth in the Risk and Needs Assessments Policy
  10. Documenting the juvenile's receipt of orientation and other materials

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11. Any other information that is deemed necessary to ensure an understanding of each juvenile's individual needs
- (c) Providing the juvenile with any of the following as applicable:
  1. An orientation handbook or other applicable orientation materials
  2. Applicable resources, including community referrals
  3. Explanations of any financial obligations, such as a victim's request for restitution

#### 400.4.3 IN-CUSTODY JUVENILE INTAKE

**State** **MODIFIED**

The Chief Probation Officer or the authorized designee should develop and maintain a standard intake procedure with appropriate forms and checklists to assist juvenile intake officers with the intake for services of juveniles who are currently in custody.

This intake procedure should include intake procedures for juveniles who are out of custody, along with investigation, and release or placement procedures (Welfare and Institutions Code § 628; Welfare and Institutions Code § 727; Welfare and Institutions Code § 727.05).

In addition to considering the intake program as described in Out-of-Custody Juvenile Intake, officers assessing the status of a juvenile who has been booked into custody should:

- (a) Review booking information.
- (b) Review pertinent reports from law enforcement.
- (c) Consider custodial status and whether custody is appropriate, including whether the juvenile is a dependent minor.
- (d) Consider whether filing with the prosecuting attorney is appropriate.
- (e) Inquire as to the status of a minor as an Indian child within the meaning of Welfare and Institutions Code § 224.3 and provide notice as required by Welfare and Institution Code § 224.2.

#### 400.5 ISSUED DATE

**Agency Content**

##### 400.5.1 REVISED DATE(S)

**Agency Content**

# Supervision of Clients

## 402.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes guidelines for the supervision of clients by assigning clients to an appropriate level of supervision and developing an appropriate case management plan for each client.

This policy does not address compliance monitoring, modifications and violations of release conditions, risk and needs assessments, and intake, which are addressed in other policies.

## 402.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to use case management practices to facilitate effective and safe supervision of clients in accordance with federal and state law and department procedure.

## 402.3 RESPONSIBILITIES

**Best Practice**

The Chief Probation Officer or the authorized designee should:

- (a) Establish and maintain procedures to assign clients to approved levels of supervision.
- (b) Establish and maintain procedures for the development and implementation of case management plans.
- (c) Establish and maintain procedures to ensure that clients are provided with guidance identifying appropriate community-based resources required or recommended for the client, and with assistance accessing those resources.
  - 1. This should include maintaining a list of resources and services available and approval of necessary additions or substitutions.
- (d) Review and approve the level of supervision to which each client is assigned.
  - 1. This should include the initial assignment and periodic reviews to determine if adjustments in the level of supervision are appropriate.
- (e) Conduct periodic reviews of case management plans to assess the need to adjust a plan for reasons including the client's compliance with conditions of supervision, life changes, or other risk factors.
- (f) Establish a procedure to ensure that every 10 days updates are made to any supervised release file available to this department on the California Law Enforcement Telecommunications System (CLETS) by entering any client placed on post-conviction supervision who is within the jurisdiction and authority of the Plumas County Probation Department. This includes persons on probation, mandatory supervision, and post-release community supervision (Penal Code § 14216).

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### *Supervision of Clients*

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#### **402.4 LEVELS OF SUPERVISION**

**State**

Each client should be assigned a level and type of supervision (Penal Code § 1202.8).

##### **402.4.1 ASSIGNMENT TO A LEVEL OF SUPERVISION**

**State**

Officers shall follow department procedures when assigning each client to a level of supervision.

The assignment of each client to a level and type of supervision should be based on but not limited to the following:

- (a) Court-ordered directives related to supervision (Penal Code § 1202.8)
- (b) Results and findings of the risk and needs assessment administered pursuant to the Risk and Needs Assessments Policy
- (c) Results and findings of other relevant evaluations, including but not limited to mental and physical health evaluations and substance abuse evaluations
- (d) Information collected at intake pursuant to the Initial Intake to Probation Services Policy
- (e) Nature and severity of the offense requiring supervision
- (f) Past criminal history and past performance on probation/parole supervision
- (g) Other information relevant to a level and type of supervision determination

##### **402.4.2 LEVELS OF SUPERVISION FOR SEX OFFENDERS**

**State**

Adult sex offenders who are determined by a risk and needs assessment to pose a high risk to the public of committing a sex crime shall be assigned to intensive and specialized supervision as required by Penal Code § 1203f.

Juvenile sex offenders who pose a high risk of committing a sex crime should be considered for assignment to intensive and specialized supervision.

#### **402.5 ESTABLISHMENT OF A CASE MANAGEMENT PLAN**

**Best Practice** **MODIFIED**

A case management plan should be established for all qualified supervised clients according to department procedures. Prior to developing a case management plan, officers should review with the client the results of any risk and needs assessment, the pre-sentence investigation, if applicable, and the information collected during intake.

Case management plans should outline supervision strategies, including supervision, monitoring, needs screening, and referrals to appropriate programming such as treatment, education, and training programs.

Officers should review the materials used to develop the case management plan with the client, as appropriate.

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A case management plan should identify all terms of release. Additions and modifications to court-ordered conditions shall be consistent with the Modification of Conditions of Supervision Policy.

#### 402.5.1 JUVENILE CASE MANAGEMENT PLAN

##### **Best Practice**

When establishing a case management plan with a juvenile, a parent or guardian should be present. Documentation should identify all persons present during the review.

#### 402.5.2 REVISIONS TO CASE MANAGEMENT PLAN

##### **Best Practice**

Officers should conduct routine reviews of the case management plan and adjust when it reasonably appears appropriate, including any time modifications are made to the conditions of release of the client. Updates to the case management plan should be approved by a supervisor.

#### 402.6 POST-RELEASE COMMUNITY SUPERVISION FOR ADULTS

##### **State**

Persons subject to post-release community supervision pursuant to Penal Code § 3451 shall be supervised in accordance with this policy and state law. The individual under supervision shall be required to comply with the following terms of post-release community supervision (Penal Code § 3453):

- (a) Obey all laws.
- (b) Report to the probation agency within two working days of release from custody.
- (c) Follow the directives and instructions of the assigned officer.
- (d) Report to the assigned officer as directed.
- (e) Be subject, along with the individual's residence, to search at any time of day or night, with or without a warrant by an officer or a peace officer (Penal Code § 3465).

Any additional post-release supervision conditions shall be reasonably related to the offense for which the individual was incarcerated, the individual's risk of recidivism, and the individual's criminal history (Penal Code § 3454).

#### 402.7 MANDATORY SUPERVISION FOR ADULTS

##### **State**

Individuals on mandatory supervision pursuant to Penal Code § 1170(h)(5)(B) shall be supervised in accordance with this policy and Penal Code § 1170.

#### 402.8 ADULT HOME DETENTION PROGRAM

##### **State**

If the Department provides for a home detention program, officers supervising an individual on home detention shall confirm (Penal Code § 1203.016; Penal Code § 1203.017):

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- (a) That the individual is informed in writing of the rules and regulations of the program and the requirement to comply with those rules and regulations during the term of the individual's home detention.
- (b) That the individual remains inside the home during the designated hours.
- (c) That the individual permits access to the home by the officer at any time to confirm the individual's compliance with the conditions of the home detention.

#### **402.9 NOTICE TO PROBATIONER**

##### **State**

Once a case management plan has been established, officers should review and discuss any instructions or requirements with the client and provide written notification to the client (Penal Code § 1203.7; Penal Code § 1203.12; Penal Code § 3453).

Officers should also provide clients with an overview of what the client can expect while under the supervision of the Plumas County Probation Department, including:

- (a) Reporting and other requirements.
- (b) Applicable rules.

Updates to any instructions or requirements should be reviewed with the client.

Officers should obtain a written acknowledgement from the client that the individual has received a copy of the supervision conditions and requirements.

#### **402.9.1 NOTICE TO SEX OFFENDERS OF PROOF OF REGISTRATION DEADLINE**

##### **State**

At least six days prior to the deadline, officers supervising clients required to register as sex offenders under state law shall inform the client that the individual is required to provide proof of the individual's registration as a sex offender within six working days of release, and any change to the registration within six working days of the change (Penal Code § 290.85).

#### **402.9.2 NOTICE TO PARTICIPANTS IN HOME DETENTION PROGRAM**

##### **State**

Officers shall provide written notice of the rules governing the home detention program to clients subject to mandatory home detention (Penal Code § 1203.016; Penal Code § 1203.017).

#### **402.10 OFFICER ADULT CASE RECORD**

##### **State**

Officers shall keep a complete and accurate record of the history of each adult client assigned to their supervision. The record shall include (Penal Code § 1203.7; Penal Code § 1203.10):

- (a) The history of the client's case in court.
- (b) The name of the assigned officer.
- (c) The acts taken by the officer in connection with the case.

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- (d) The age, sex, nativity, residence, education, habits of temperance, marital status, conduct, employment, occupation, parents' occupation, and the condition of the client during the term of probation.
- (e) The result of probation.

#### 402.10.1 OFFICER JUVENILE CASE RECORD

##### **Best Practice**

Officers should keep a complete and accurate record for each juvenile client assigned to their supervision pursuant to established department procedures.

#### 402.11 TRAINING

##### **Best Practice**

Officers should receive training on assigning of levels of supervision and developing and implementing case management plans before supervising clients.

#### 402.12 ISSUED DATE

##### **Agency Content**

##### 402.12.1 REVISED DATE(S)

##### **Agency Content**

# Crime Scene Integrity and Investigation

## 500.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to provide guidance regarding the discovery of a crime or crime scene by department members and any corresponding investigation of a crime.

This policy is intended to address criminal investigations of new crimes or crime scenes, not specific violations of an offender's terms of probation. See the Violations Policy.

## 500.2 POLICY

**Best Practice** **MODIFIED**

It is the policy of this department to secure the safety of the public and the preservation of crime scenes, when reasonably practicable, until relieved by the agency having primary investigative jurisdiction. It is also the policy of this department to cooperate with the agency having primary investigative jurisdiction of newly discovered crimes as set forth in this policy.

## 500.3 INITIAL CONSIDERATIONS

**Best Practice** **MODIFIED**

Officers who become aware of a crime or crime scene, including one that may involve clients under the supervision of the Department, shall contact the agency having primary investigative jurisdiction as soon as practicable.

If the crime involves a client under supervision by the Department, the officer should coordinate investigative responsibilities and share relevant information with the responding agency having primary investigative jurisdiction.

An officer who reasonably believes that an individual present during the commission of a crime or at a crime scene is under probation supervision by another officer or other department should take reasonable steps to notify the individual's supervising officer or the associated department to coordinate any necessary investigative responsibilities.

### 500.3.1 RESPONSE

**Best Practice** **MODIFIED**

Officers who encounter or who are first to arrive at a crime scene should:

- (a) Contact agency having primary investigative jurisdiction.
- (b) Contact Dispatch and request additional assistance and resources (e.g., emergency medical services, fire), if appropriate.
- (c) Notify a supervisor.
- (d) When reasonably practicable, provide for the general safety of those within the immediate area by mitigating, reducing, or eliminating threats or dangers.
- (e) Evacuate the location safely as required or appropriate.



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- (f) Identify potential witnesses.
- (g) Secure scene and deny entry to all persons until the arrival of the agency having primary investigative jurisdiction, except for EMS.

#### **500.4 ARRESTS**

**Best Practice** **MODIFIED**

An officer at the location of a crime or crime scene should not initiate an arrest unless the officer has a reasonable belief that an immediate arrest is appropriate and warranted to prevent imminent harm to others and only if legally permitted under the circumstances. Additional guidance regarding officer arrest authority under California law is provided in the Probation Authority Policy. Officers should be cognizant of relevant Miranda issues referencing crime investigations.

Circumstances involving domestic violence or the crime of possession of medical marijuana may require exceptional handling under California law.

##### **500.4.1 ARRESTS AND INVESTIGATIONS INVOLVING DOMESTIC VIOLENCE**

**Best Practice** **MODIFIED**

Absent extenuating circumstances involving an imminent threat of death or bodily injury to the officer or another person, officers who have probable cause to believe that an offense involving domestic violence has occurred within their presence should request response by the agency having primary investigative jurisdiction.

This should be considered even if the officer has arrest authority under California law. However, if the officer is authorized or required to take enforcement action, the officer shall take steps to reasonably ensure that appropriate action is taken, including an arrest when there is probable cause to do so in accordance with Penal Code § 830.5 (a)(4). In such case, any decision not to arrest shall be made by the officer's supervisor.

##### **500.4.2 ARRESTS AND INVESTIGATIONS INVOLVING THE USE OF MEDICAL MARIJUANA**

**State**

Officers shall not arrest a cardholder or designated primary caregiver in possession of an identification card solely for the crime of possession, transportation, delivery, or cultivation of medical marijuana at or below the statutory amount unless there is probable cause to believe that (Health and Safety Code § 11362.71; Health and Safety Code § 11362.78):

- (a) The information contained in the card is false or falsified.
- (b) The card has been obtained or used by means of fraud.
- (c) The person possesses marijuana, but not for personal medical purposes.

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Officers should refer to the Violations Policy when a client alleges possession or use of marijuana for medicinal purposes and the client's terms of supervision do not allow for medicinal use or possession.

#### **500.5 EVIDENCE**

**Best Practice** **MODIFIED**

Officers shall not conduct searches beyond the scope of their authority, or when they reasonably suspect that a search would jeopardize crime scene investigation integrity. Evidence discovered at a crime scene and that pertains to an officer's investigation of a probation violation should be documented, but the collection and preservation of such evidence shall be done by the agency having primary investigative jurisdiction.

Officers who discover evidence that does not relate to a probation violation should defer to the agency having primary investigative jurisdiction for collection.

#### **500.6 REPORTS**

**Best Practice** **MODIFIED**

Reports should include adequate investigative information and reference to all evidence and facts that are reasonably believed to be either incriminating or exculpatory to any individual in a related criminal case, as well as information that may adversely affect the credibility of a witness. If an officer learns of potentially incriminating or exculpatory information any time after submission of a report, the officer should prepare and submit a supplemental report documenting such information as soon as practicable.

Officers should proceed with the Violations Policy when the investigation involves a violation of probation conditions.

##### **500.6.1 DISCLOSURE OF REPORTS**

**Best Practice** **MODIFIED**

Upon completion, reports, including any supplemental reports, should be transmitted to the prosecutor's office and to any other agency to whom the original report was sent (e.g., local law enforcement agency). Release should be approved by a supervisor prior to disclosure.

Disclosure of protected information in this context may be subject to the Records Maintenance and Release and Protected Information policies. See the Violations Policy, regarding information disclosure as part of a probation violation hearing.

#### **500.7 RECORDS**

**Best Practice**

Reports created in relation to a crime or crime scene investigation should be retained in accordance with the Records Maintenance and Release Policy.

#### **500.8 ISSUED DATE**

**Agency Content**

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#### 500.8.1 REVISED DATE(S)

Agency Content

# Immigration Violations

## 508.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidelines to members of the Plumas County Probation Department relating to immigration and interacting with federal immigration officials.

### 508.1.1 DEFINITIONS

#### State

The following definition applies to this policy (Government Code § 7284.4):

**Immigration enforcement** – Any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, including any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry or reentry to, or employment in the United States.

## 508.2 POLICY

### Federal

It is the policy of the Plumas County Probation Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

## 508.3 VICTIMS AND WITNESSES

### Best Practice

To encourage cooperation, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of the Plumas County Probation Department will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and not in any way that would violate the United States or California constitutions.

## 508.4 IMMIGRATION STATUS AND DETENTIONS

### State

Immigration status may be reported to the court as required. Any reasonably discovered change in the immigration status of any client or any discrepancy in the record about the person's immigration status should be documented and reported to the court.

No individual should be detained solely for the purpose of waiting for information from immigration officials (Government Code § 7284.6).

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#### 508.4.1 IMMIGRATION INQUIRIES PROHIBITED

**State**

Officers shall not inquire into an individual's immigration status for immigration enforcement purposes (Government Code § 7284.6).

#### 508.4.2 CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)

**State**

Members shall not use information transmitted through CLETS for immigration enforcement purposes except for criminal history information and only when consistent with the California Values Act (Government Code § 15160).

Additionally, members shall not use the system to investigate immigration violations of 8 USC § 1325 (improper entry) if that violation is the only criminal history in an individual's record (Government Code § 15160).

#### 508.5 FEDERAL REQUEST FOR ASSISTANCE

**Federal** **MODIFIED**

Requests by federal immigration officials for assistance from this department should be directed to the Chief Probation Officer. The Chief Probation Officer is responsible for determining whether the requested assistance would be permitted under the California Values Act (Government Code § 7284.2 et seq.).

#### 508.6 INFORMATION SHARING

**Federal**

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):

- (a) Sending information to or requesting or receiving such information from federal immigration officials
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state, or local government entity

Nothing in this policy restricts sharing information that is permissible under the California Values Act.

#### 508.7 U VISA AND T VISA NONIMMIGRANT STATUS

**Federal**

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

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Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the appropriate prosecutor or the appropriate law enforcement agency.

#### **508.8 TRAINING**

**State**

The Training Manager should ensure officers receive immigration training on this policy. Training should include prohibitions contained in the California Values Act (Government Code § 7284 et seq.).

#### **508.9 ISSUED DATE**

**Agency Content**

##### **508.9.1 REVISED DATE(S)**

**Agency Content**

# Field Training

## 509.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines for field training that ensure standardized training and evaluation; facilitate the transition from the training setting to the actual performance of general duties; and introduce the policies, procedures, and operations of the Plumas County Probation Department. The policy addresses the administration of field training and the selection, supervision, training, and responsibilities of the Field Training Officer (FTO).

## 509.2 POLICY

**Best Practice** **MODIFIED**

It is the policy of the Plumas County Probation Department that all newly hired or appointed officer trainees will participate in field training that is staffed and supervised by trained and qualified Designees within their first year of employment or six months of field work assignment, as applicable.

## 509.3 FIELD TRAINING

**Best Practice** **MODIFIED**

The Department should establish minimum standards for field training, which should be of sufficient duration to prepare officer trainees for probation duties. The field training is designed to prepare trainees for a probation supervision assignment and ensure they acquire the skills needed to operate in a safe, productive, and professional manner, in accordance with the general duties of this department.

To the extent practicable, field training should include procedures for:

- (a) Issuing training materials to each trainee at the beginning of each trainee's field training.
- (b) Daily, weekly, and monthly evaluation and documentation of the trainee's performance as determined by the supervising probation officer.
- (c) A multiphase structure that includes:
  - 1. A formal evaluation progress report completed by the FTOs involved with the trainee and submitted to the Supervising Probation Officer and designee.
  - 2. Assignment of the trainee to a variety of shifts and supervision tasks.
  - 3. Assignment of the trainee to a rotation of FTOs, when available, to provide for an objective evaluation of the trainee's performance.
- (d) The trainee's confidential evaluation of the assigned FTOs and the field training process.
- (e) Retention of all field training documentation in the officer trainee's training file, including:

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1. All performance evaluations.
2. A certificate of completion certifying that the trainee has successfully completed the required number of field training hours.

#### **509.4 FTO COORDINATION AND GUIDELINES**

**State** **MODIFIED**

The Chief Probation Officer shall delegate certain responsibilities to designees.

The responsibilities of the coordinator/supervising probation officer include but are not limited to:

- (a) Assigning trainees to FTOs.
- (b) Conducting FTO meetings.
- (c) Maintaining and ensuring FTO and trainee performance evaluations are completed.
- (d) Maintaining, updating, and issuing department training materials to each FTO and trainee.
- (e) Developing ongoing training for FTOs.
- (f) Mentoring and supervising individual FTO performance.
- (g) Monitoring the overall performance of field training.
- (h) Keeping the Chief Probation Officer informed through monthly evaluation reports about the trainees' progress.
- (i) Maintaining a liaison with designee from other probation agencies.
- (j) Maintaining a liaison with probation CORE staff on recruit officer performance during CORE attendance.
- (k) Performing other activities as may be directed by the Chief Probation Officer.

#### **509.5 FTO SELECTION, TRAINING, AND RESPONSIBILITIES**

**Best Practice**

##### **509.5.1 SELECTION PROCESS**

**Best Practice** **MODIFIED**

The selection of an FTO will be at the discretion of the Chief Probation Officer or the authorized designee. Selection should be based on the officer's:

- (a) Desire to be an FTO.
- (b) Experience, which should include a minimum of two years of field supervision.,
- (c) Demonstrated ability as a positive role model.
- (d) Evaluation by supervisor.



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- (e) Possession of, or ability to obtain, approved certification.

An FTO must remain in good standing and may be relieved from FTO duties due to discipline, inappropriate conduct, or poor performance.

#### 509.5.2 TRAINING

##### **Best Practice**

An officer selected as an FTO shall successfully complete the department-approved training prior to being assigned as an FTO.

All FTOs should complete an update course approved by this department at least every three years while assigned to the position of FTO.

#### 509.5.3 TRAINING MATERIALS

##### **Best Practice** **MODIFIED**

The FTO shall receive training materials outlining the requirements, expectations, and objectives of the FTO position. FTOs should refer to their training materials or the designee regarding specific questions related to FTO or field training.

#### 509.5.4 RESPONSIBILITIES

##### **Best Practice** **MODIFIED**

The responsibilities of the FTO include but are not limited to:

- (a) Issuing trainee field training materials to the assigned trainee in accordance with the Training Policy.
  - 1. The FTO should ensure that the trainee has the opportunity to become knowledgeable of the subject matter and proficient with the skills as set forth in the training materials.
  - 2. The FTO shall sign off on all completed topics contained in the training materials, noting the methods of learning and evaluating the performance of the assigned trainee.
- (b) Completing and reviewing weekly performance evaluations with the trainee as directed by the supervising probation officer.
- (c) Completing a detailed weekly performance evaluation of the assigned trainee at the end of each week as directed by the supervising probation officer
- (d) Completing a monthly evaluation report of the assigned trainee at the end of each month.
- (e) Providing the supervisor with a verbal synopsis of the trainee's activities at the end of each day or during any unusual occurrence needing guidance or clarification.

#### 509.6 ISSUE DATE

##### **Agency Content**

#### 509.6.1 REVISED DATE(S)

##### **Agency Content**

# Standards of Conduct

## 801.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes standards of conduct that are consistent with the values and mission of the Plumas County Probation Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

## 801.2 POLICY

**Best Practice**

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

## 801.3 DIRECTIVES AND ORDERS

**Best Practice**

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

### 801.3.1 UNLAWFUL OR CONFLICTING ORDERS

**Best Practice** **MODIFIED**

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department or County policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law, or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that conflicts with a previous lawful order, department or County policy, or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the

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opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

#### 801.3.2 SUPERVISOR RESPONSIBILITIES

##### **Best Practice**

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failing to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failing to promptly and fully report any known misconduct of a member to the immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiescing to such a violation, or exhibiting indifference to such a violation.
- (d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

#### 801.4 GENERAL STANDARDS

##### **Best Practice**

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and California constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

#### 801.5 CAUSES FOR DISCIPLINE

##### **Best Practice**

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics, and specific action or inaction that is detrimental to efficient department service.

##### 801.5.1 LAWS, RULES, AND ORDERS

##### **Best Practice**

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- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive, or requirement, or failure to follow instructions contained in department or County manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local, or administrative laws, rules, or regulations.

#### 801.5.2 ETHICS

##### **Best Practice**

- (a) Using or disclosing one's status as a member of the Plumas County Probation Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel, or services.
- (g) Any other failure to abide by the standards of ethical conduct.

#### 801.5.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

##### **Best Practice**

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

#### 801.5.4 RELATIONSHIPS

##### **Best Practice**

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.
- (b) Engaging in on-duty sexual activity including but not limited to sexual intercourse, excessive displays of public affection, or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect, probationer,

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supervised person, or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.

- (d) Associating with or joining a criminal gang, organized crime, and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws, or who are under the supervision of the courts, any probation department, or any correctional authority after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

#### 801.5.5 ATTENDANCE

##### **Best Practice**

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

#### 801.5.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

##### **Best Practice**

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the member's position with this department.
  - 1. Members of this department shall not disclose the name, address, or image of any victim of human trafficking except as authorized by law (Penal Code § 293).
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief Probation Officer or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any Plumas County Probation Department badge, uniform, identification card, or department property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

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#### 801.5.7 EFFICIENCY

**Best Practice** **MODIFIED**

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 48 hours of any change in residence address or contact telephone numbers.
- (f) Failure to notify the Human Resources Department of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

#### 801.5.8 PERFORMANCE

**Best Practice** **MODIFIED**

- (a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction, and/or mutilation of any department record, public record, book, paper or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority, or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department, or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
  - 1. While on department premises
  - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system

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- (g) Improper political activity, including:
  - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
  - 2. Solicitations, speeches, or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by County policy, the collective bargaining agreement or contract, or the Chief Probation Officer.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by County policy, the collective bargaining agreement or contract, or the Chief Probation Officer.
- (i) Any act on- or off-duty that brings discredit to this department.

#### 801.5.9 CONDUCT

**Best Practice** **MODIFIED**

- (a) Failure of any member to promptly and fully report activities on the member's part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest regardless of the law enforcement entity.
- (c) Exceeding lawful probation officer powers by unreasonable, unlawful, or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the County.
- (g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel, or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement or contract, including fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief Probation Officer of such action.

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- (m) Any other on- or off-duty conduct that any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or reflects unfavorably upon this department or its members.

#### 801.5.10 SAFETY

**Best Practice** **MODIFIED**

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform all probation duties regardless of current assignment.
- (d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.
- (e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable within 24 hours of the event.

#### 801.5.11 INTOXICANTS

**Best Practice**

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

#### 801.6 ISSUED DATE

**Agency Content**

##### 801.6.1 REVISED DATE(S)

**Agency Content**



# Performance Evaluations

## 802.1 PURPOSE AND SCOPE

**Discretionary**

This policy provides guidelines for the Plumas County Probation Department performance evaluation system.

## 802.2 POLICY

**Discretionary**

The Plumas County Probation Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

## 802.3 TYPES OF EVALUATIONS

**Discretionary**

The Department shall use the following types of evaluations:

**Regular** - An evaluation completed at regular intervals by the employee's immediate supervisor. Employees who have been promoted should be evaluated as established by the Human Resources Department or, minimally, on the anniversary of the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period, and fewer than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

**Special** - An evaluation that may be completed at any time the supervisor and Supervisor or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

### 802.3.1 RATINGS

**Discretionary**

When completing an evaluation, the supervisor will identify the rating category that best describes the employee's performance. The definition of each rating category is as follows:

**Outstanding** - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

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**Exceeds standards** - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

**Meets standards** - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

**Needs improvement** - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

**Unsatisfactory** - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses, and requirements for improvement. Any job dimension rating marked as unsatisfactory or outstanding shall be substantiated with supervisor comments.

#### 802.3.2 PERFORMANCE IMPROVEMENT PLAN

##### **Discretionary**

Employees who receive an unsatisfactory rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures, and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review the employee's performance and the status of the PIP at least monthly.

#### 802.4 EVALUATION PROCESS

##### **Discretionary**

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based on documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. Such notification

# Plumas County Probation Department

## Probation Manual

### *Performance Evaluations*

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should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment.

#### **802.5 EVALUATION FREQUENCY**

##### **Discretionary**

Supervisors shall ensure that all employees they supervise are evaluated at least once every year on the anniversary of the employee's date of appointment or hire.

Those employees who are required to successfully complete a probationary period should be evaluated monthly.

#### **802.6 EVALUATION INTERVIEW**

##### **Discretionary**

When the supervisor has completed the employee's evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions, and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

##### **802.6.1 DISCRIMINATORY HARASSMENT FORM**

##### **Best Practice**

At the time of each employee's annual evaluation, the supervisor shall provide access to and require the employee to read the County harassment and discrimination policies. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

- (a) The employee understands the harassment and discrimination policies.
- (b) The employee has had all questions regarding the policies sufficiently addressed.
- (c) The employee knows how to report alleged harassment and discrimination policy violations.
- (d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the discrimination or harassment policies.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the

# Plumas County Probation Department

## Probation Manual

### *Performance Evaluations*

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employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

#### **802.7 APPEAL**

##### **Discretionary**

An employee who disagrees with the evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

To request an appeal, the employee shall forward a written memorandum within three days to the evaluating supervisor's Supervisor or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

#### **802.8 CHAIN OF REVIEW**

##### **Discretionary**

The signed performance evaluation and any employee attachment should be forwarded to the evaluating supervisor's Supervisor or the authorized designee. The Supervisor or the authorized designee shall review the evaluation for fairness, impartiality, uniformity, and consistency, and shall consider any written response or appeal made by the employee.

The Supervisor or the authorized designee should evaluate the supervisor on the quality of ratings given.

#### **802.9 RETENTION AND DISTRIBUTION**

##### **Discretionary**

The original performance evaluation and any original correspondence related to an appeal shall be maintained by the Department in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee and also forwarded to the County Human Resources Department.

#### **802.10 ISSUED DATE**

##### **Agency Content**

##### **802.10.1 REVISED DATE(S)**

##### **Agency Content**

# Special Assignments and Promotions

## 803.1 PURPOSE AND SCOPE

**Discretionary**

The purpose of this policy is to establish guidelines for promotions and for making special assignments within the Plumas County Probation Department.

## 803.2 POLICY

**Discretionary** **MODIFIED**

The Plumas County Probation Department determines assignments and promotions in a non-discriminatory manner based upon job-related factors, candidate skills, and qualifications. Assignments and promotions are made by the Chief Probation Officer with input from line supervisors.

## 803.3 SPECIAL ASSIGNMENT POSITIONS

**Discretionary** **MODIFIED**

Including but limited to the following positions are considered special assignments and not promotions:

- (a) Inter-agency task force
- (b) Field Training Officer

### 803.3.1 GENERAL REQUIREMENTS

**Discretionary** **MODIFIED**

The following requirements should be considered when selecting a candidate for a special assignment:

- (a) DPO II or above
- (b) When applicable, possession of or ability to obtain any certification required by the California Board of State and Community Corrections (BSCC) or Standards and Training for Corrections (STC)
- (c) Exceptional skills, experience, or abilities related to the special assignment

### 803.3.2 EVALUATION CRITERIA

**Discretionary**

The following criteria will be used in evaluating candidates for a special assignment:

- (a) Presents a professional, neat appearance
- (b) Maintains a physical condition that aids in performance
- (c) Expressed an interest in the assignment
- (d) Demonstrates the following traits:
  - 1. Emotional stability and maturity

# Plumas County Probation Department

## Probation Manual

### *Special Assignments and Promotions*

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2. Stress tolerance
3. Sound judgment and decision-making
4. Personal integrity and ethical conduct
5. Leadership skills (e.g., ability to guide others, composure, fairness, values, motivation, decision quality, trust, honesty, team development, courage, continuous learning, clear oral communication, resilience, decisiveness, accountability, strategic thinking)
6. Initiative
7. Adaptability and flexibility
8. Ability to conform to department goals and objectives in a positive manner

#### 803.3.3 SELECTION PROCESS

**Discretionary** **MODIFIED**

The selection process for special assignments will include an administrative evaluation as determined by the Chief Probation Officer to include:

- (a) Supervisor interview - The Supervisor will schedule interviews with each candidate.
  1. The Supervisor will submit recommendations to the Chief Probation Officer.
- (b) Assignment by the Chief Probation Officer.

The selection process for all special assignment positions may be waived for temporary assignments, emergency situations, training, and at the discretion of the Chief Probation Officer.

#### 803.4 PROMOTIONAL REQUIREMENTS

**Discretionary** **MODIFIED**

Requirements and information regarding any promotional process are available at the County Human Resources Department. Refer to the Job Descriptions in the Organization Structure and Responsibility Policy for further information.

#### 803.5 ISSUED DATE

**Agency Content**

##### 803.5.1 REVISED DATE(S)

**Agency Content**



# Reporting of Arrests, Convictions, and Court Orders

## 806.1 PURPOSE AND SCOPE

### State

The purpose of this policy is to describe the notification requirements and procedures that members must follow when certain arrests, convictions, and court orders restrict their ability to perform the official duties and responsibilities of the Plumas County Probation Department.

This policy will also describe the notification requirements and procedures that certain retired officers must follow when an arrest, conviction, or court order disqualifies them from possessing a firearm.

## 806.2 POLICY

### Best Practice

The Plumas County Probation Department requires disclosure of member arrests, convictions, and certain court orders to maintain the high standards, ethics, and integrity in its workforce, and to ensure compatibility with the duties and responsibilities of the Plumas County Probation Department.

## 806.3 DOMESTIC VIOLENCE CONVICTIONS AND COURT ORDERS

### Federal

Federal and California law prohibits individuals convicted of certain offenses and individuals subject to certain court orders from lawfully possessing firearms. Such convictions and court orders often involve allegations of the use or attempted use of force, or threatened use of a weapon on any individual in a domestic relationship (e.g., spouse, cohabitant, parent, child) (18 USC § 922; Penal Code § 29805).

All members and retired officers with identification cards issued by the department are responsible for ensuring that they have not been disqualified from possessing firearms by any such conviction or court order, and shall promptly report any such conviction or court order to a supervisor, as provided in this policy.

## 806.4 OTHER CRIMINAL CONVICTIONS AND COURT ORDERS

### State

While legal restrictions may or may not be imposed by statute or by the courts upon conviction of any criminal offense, criminal conduct by members of this [department\_office] may be inherently in conflict with their duties and the public trust, and shall be reported as provided in this policy.

Convictions of certain violations of the Vehicle Code and other provisions of law may also place restrictions on an employee's ability to fully perform the duties of the job (e.g., driver's license suspension or revocation).

# Plumas County Probation Department

## Probation Manual

### *Reporting of Arrests, Convictions, and Court Orders*

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Outstanding warrants and felony convictions also place restrictions on the ability of an officer to possess a firearm or remain a peace officer (Government Code § 1029; Penal Code § 29805).

#### **806.5 REPORTING**

##### **Best Practice**

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief Probation Officer) in writing of any past or current criminal detention, arrest, charge, or conviction in any state or foreign country, regardless of whether the matter was dropped or rejected, is currently pending, or is on appeal, and regardless of the penalty or sentence, if any.

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief Probation Officer) in writing if they become the subject of a domestic violence-related order or any court order that prevents the member or retired officer from possessing a firearm or requires a suspension.

Any member whose criminal arrest, conviction, or court order restricts or prohibits that member from fully and properly performing duties, including carrying a firearm, may be disciplined. This includes but is not limited to being placed on administrative leave, reassignment, and/or termination. Any effort to remove such disqualification or restriction shall remain entirely the responsibility of the member, on the member's own time and at the member's own expense.

Any employee failing to provide prompt written notice pursuant to this policy shall be subject to discipline, up to and including termination.

Retired officers may have their identification cards rescinded or modified, as may be appropriate (see the Retiree Concealed Firearms Policy).

#### **806.6 ISSUED DATE**

##### **Agency Content**

##### **806.6.1 REVISED DATE(S)**

##### **Agency Content**





## Drug- and Alcohol-Free Workplace

### 807.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace.

### 807.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to provide a drug- and alcohol-free workplace for all members.

### 807.3 GENERAL GUIDELINES

**Federal**

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public. Such use shall not be tolerated (41 USC § 8103).

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the appropriate supervisor as soon as the member is aware of an inability to report to work. If the member cannot to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (see the Work Restrictions section in this policy).

#### 807.3.1 USE OF MEDICATIONS

**Best Practice**

Members should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to an immediate supervisor prior to commencing any on-duty status.

#### 807.3.2 USE OF MARIJUANA

**Best Practice**

Possession of marijuana, including medical marijuana, or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

### 807.4 MEMBER RESPONSIBILITIES

**Federal**

**MODIFIED**

Members shall report for work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on department premises or on department time (41 USC § 8103).

# Plumas County Probation Department

## Probation Manual

### *Drug- and Alcohol-Free Workplace*

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The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow on-duty member is impaired due to drug or alcohol use.

Members are required to notify the Chief Probation Officer of any criminal drug statute conviction for a violation in the workplace no later than five days after such conviction (41 USC § 8103).

#### **807.5 EMPLOYEE ASSISTANCE PROGRAM**

##### **Federal**

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Human Resources Department, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

#### **807.6 WORK RESTRICTIONS**

##### **Best Practice**

If a member informs a supervisor that the member has consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and shall ensure that the member is safely transported away from the Department.

#### **807.7 SCREENING TESTS**

##### **Best Practice**

A supervisor may require an employee to submit to a screening under any of the following circumstances:

- (a) The supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform duties safely and efficiently.
- (b) The employee discharges a firearm in the performance of duties (excluding training).
- (c) The employee discharges a firearm issued by the Department while off-duty, resulting in injury, death, or substantial property damage.
- (d) The employee drives a motor vehicle in the performance of duties and becomes involved in an incident that results in bodily injury, death, or substantial damage to property.

# Plumas County Probation Department

## Probation Manual

### *Drug- and Alcohol-Free Workplace*

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#### 807.7.1 SUPERVISOR RESPONSIBILITIES

##### **Best Practice**

The supervisor shall prepare a written record documenting the specific facts that led to the decision to require the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

#### 807.7.2 DISCIPLINE

##### **Best Practice**

An employee may be subject to disciplinary action if the employee:

- (a) Fails or refuses to submit to a screening test.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that the controlled substance was taken as directed, pursuant to a current and lawful prescription issued in the employee's name.

#### 807.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

##### **Federal**

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or require the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

#### 807.9 CONFIDENTIALITY

##### **Best Practice**

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained in the member's confidential medical file in accordance with the Personnel Records Policy.

#### 807.10 ISSUED DATE

##### **Agency Content**

##### 807.10.1 REVISED DATE(S)

##### **Agency Content**



## Seat Belts

### 812.1 PURPOSE AND SCOPE

**State**

This policy establishes guidelines for the use of safety belts and child restraints. This policy will apply to all members operating or riding in department vehicles.

#### 812.1.1 DEFINITIONS

**Federal**

Definitions related to this policy include:

**Child restraint system** - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and regulations set forth in 49 CFR 571.213 and Vehicle Code § 27360.

### 812.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department that members use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle accident.

### 812.3 WEARING OF SAFETY RESTRAINTS

**Best Practice** **MODIFIED**

All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased, or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including those who are not members of the Department, are properly restrained.

Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seatbelt would endanger the department member or the public. Members must be prepared to justify any deviation from this requirement.

### 812.4 TRANSPORTING CHILDREN

**State**

Child passengers younger than 8 years old shall be transported using an approved child restraint system in compliance with Vehicle Code § 27360.

Rear-seat passengers in a cage-equipped vehicle may have reduced clearance, which requires careful seating and positioning of seat belts. Due to this reduced clearance, and if permitted by law, children and any child restraint system may be secured in the front seat of such vehicles provided this positioning meets federal safety standards and the vehicle and child restraint system manufacturer's design and use recommendations. In the event that a child is transported in the front seat of a vehicle, the seat should be pushed back as far as possible and the passenger-

# Plumas County Probation Department

## Probation Manual

### *Seat Belts*

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side airbag should be deactivated. If this is not possible, members should arrange alternate transportation when feasible.

#### **812.5 TRANSPORTING PERSONS IN CUSTODY**

##### **Best Practice**

Persons in custody should be in a seated position and secured in the rear seat of any department vehicle with a transport restraint system or, when a transport restraint system is not available, by seat belts provided by the vehicle manufacturer. The transport restraint system is not intended to be a substitute for handcuffs or other appendage restraints. See the Transporting Persons in Custody Policy.

Persons in custody in leg restraints shall be transported in accordance with the Handcuffing and Restraints Policy.

#### **812.6 INOPERABLE SEAT BELTS**

##### **Best Practice**

Department vehicles shall not be operated when the seat belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the seat belt is inoperable.

Department vehicle safety belts shall not be modified, removed, deactivated, or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Chief Probation Officer.

Members who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

#### **812.7 VEHICLES MANUFACTURED WITHOUT SEAT BELTS**

##### **Best Practice** **MODIFIED**

Vehicles manufactured and certified for use without seat belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

#### **812.8 VEHICLE AIRBAGS**

##### **Best Practice**

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

#### **812.9 ISSUED DATE**

##### **Agency Content**

##### **812.9.1 REVISED DATE(S)**

##### **Agency Content**

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# Payroll Records

## 817.1 PURPOSE AND SCOPE

**Discretionary**

This policy provides the guidelines for completing and submitting payroll records of department members who are eligible for the payment of wages.

## 817.2 POLICY

**Discretionary** **MODIFIED**

The Plumas County Probation Department maintains accurate time cards and submits completed signed time cards to the Auditor's Department according to the posted pay schedule.

## 817.3 RESPONSIBILITIES

**Discretionary** **MODIFIED**

Members are responsible for the accurate completion and timely submission of their payroll records (time cards) for the payment of wages according to Plumas County Personnel Rules, Rule 6.

Supervisors are responsible for approving the payroll records for those under their direction.

## 817.4 TIME REQUIREMENTS

**Discretionary** **MODIFIED**

Members who are eligible for the payment of wages are paid on a scheduled bi-weekly basis as outlined in the payroll schedule, generally on the same day or date each period, with certain exceptions such as holidays. Payroll records (time cards) shall be completed and submitted to the immediate Supervisor who submits it to the Administrative Assistant for internal department tracking. The Administrative Assistant processes the time cards and ensures completed time cards are submitted to the Auditor's Department according to payroll schedule time lines.

## 817.5 RECORDS

**Federal** **MODIFIED**

The County Auditor shall ensure that accurate and timely payroll records are maintained as required by 29 CFR 516.2 for a minimum of three years (29 CFR 516.5).

## 817.6 ISSUED DATE

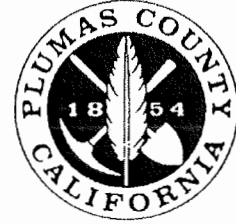
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### 817.6.1 REVISED DATE(S)

**Agency Content**



**County of Plumas**  
**Department of Probation**  
270 County Hospital Rd. #128,  
Quincy, California, 95971



**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** December 12, 2021  
**TO:** The Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**SUBJECT:** Approve the JJRBG Plan for Plumas County

**Recommendation:**

Approve the Juvenile Justice Realignment Block Grant (JJRBG) county plan, which is due to the Office of Youth and Community Restoration (OYCR) by January 1, 2022. The JJRBG County Plan has been approved by the Juvenile Justice Coordinating Council members identified in accordance with Welfare & Institutions Code Section 749.22 (new or revised members), AND members of the Juvenile Justice Coordinating Council Subcommittee in accordance with Welfare and Institutions Code Section 1995(b).

**Background:**

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant (JJRBG) program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice (DJJ) or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the state Office of Youth and Community Restoration (OYCR) website.

**Juvenile Justice Realignment Block Grant  
Annual Plan  
Fiscal Year 2021-2022**



**Date:** November 30, 2021

**County Name:** Plumas

**Contact Name:** Keevin Allred, Chief Probation Officer

**Telephone Number:** 530.283.6200

**E-mail Address:** Keevinallred@countyofplumas.com

**Background and Instructions:**

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant (JJRBG) program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice (DJJ) or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the state Office of Youth and Community Restoration (OYCR) website.



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## INTRODUCTION

On September 30, 2020, Governor Gavin Newsom signed into law Senate Bill 823, which realigns the California State Department of Juvenile Justice (DJJ) population from the State of California to Counties, beginning July 1, 2021. The bill establishes the jurisdiction of the Juvenile Court up to the age of 23 and 25 for certain offenses and transfers the responsibility of the care, custody, and supervision of youth to the county of commitment. Under SB 823, intakes to the DJJ were discontinued as of July 1, 2021. Beginning in Fiscal Year 2021-22, and annually thereafter, the State of California will make allocations to counties to provide appropriate care, rehabilitation, and supervision of the realigned population known as the Juvenile Justice Realignment Block Grant (JJRBG). SB 823 intends for counties to use evidence-based practices and programs to improve youth and public safety outcomes, reduce the transfer of youth to the adult court system and reduce the use of juvenile justice confinement through community-based responses and interventions.

The newly added Section 1995 of the Welfare and Institutions Code requires that, to be eligible for funding allocations associated with this grant program, counties are required to create a Subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) for the purpose of developing an annual plan to manage the custody, supervision, and rehabilitation of the realigned population at the local level. This plan, first due to the newly created Office of Youth and Community Restoration (OYCR) by January 1, 2022, for FY 2022-2023, and thereafter submitted each year by May 1<sup>st</sup>, is mandatory for counties to be eligible for the state funding available to manage the new responsibilities. Prior to that, the local plan for the first fiscal year, FY 2021-2022, will be presented to the Plumas County Board of Supervisors for consideration, as the OYCR does not yet exist. Funding is designated for the first three (3) fiscal years and subsequent funding is to be determined. Per 1991(a) W&I a local public agency that is primarily tasked with prosecution or arrests or detentions is not eligible for JJRBG funding and shall not provide rehabilitative and/ or supervision services for the realigned population set forth in this plan. The realigned population of youth offenders has been referred to as "Secure Track Treatment Youth."

On July 1, 2021, state DJJ no longer accepted youth intakes. Until DJJ completely closes, youth already committed to DJJ can remain for a daily fee until completion of their program or the complete closure of all DJJ facilities on June 30, 2023. After July 1, 2021, Plumas County will be responsible for the custody, supervision and long-term treatment for any youth who previously would likely have been sent to DJJ.

Funding for the first three fiscal years, through FY 2023-24, will be based on a formula including:

- Juvenile Population – 20% of formula based on county's distribution of youth ages 10-17
- DJJ Usage – 30% of formula based on each county's DJJ population as of December 2018, June 2019 and December 2019
- Estimated 707(b) Population – 50% of formula based on county's local population who have committed certain violent and felony crimes as reported in Juvenile Court and Probation Statistical System (JCPSS) to be updated annually

However, per 1991(a)(5) W&I, 1991(b) W&I, and 1991(c) W&I, Plumas County is set to receive a minimum annual allotment of \$250,000 plus potential growth in monthly installments after each September 1.

**Part 1: Subcommittee Composition (WIC 1995 (b))**

List the subcommittee members, agency affiliation where applicable, and contact information:

<b>Agency</b>	<b>Name and Title</b>	<b>Email</b>	<b>Phone Number</b>
Chief Probation Officer (Chair)	Keevin Allred, Chief Probation Officer	keevinallred@countyofplumas.com	530.283.6200
District Attorney's Office Representative	David Hollister, District Attorney	davidhollister@countyofplumas.com	530.283.6303
Public Defender's Office Representative	Craig Osborne, Public Defender	cosbornelaw@gmail.com	
Department of Social Services Representative	Sarah McMahon, Social Services Supervisor	SarahMcMahon@countyofplumas.com	530.283.6463
Department of Behavioral Health Representative	Tony Hobson, Director Behavioral Health	tonyhobson@countyofplumas.com	530.283.6307
Office of Education Representative	Kristy Warren, Assistant Superintendent	kwarren@pcoe.k12.ca.us	
Court Representative	Doug Prouty, Juvenile Court Judge	Douglas.Prouty@plumas.courts.ca.gov	
Community Member	Scott Cash, Environmental Alternatives Case Manager	scash@ea.org	530.283.6990
Community Member	Melissa Lopez, CASA	melissa.plumascasa@gmail.com	
Community Member	Bill Powers, Juvenile Justice Commission Chair	bpowers96122@gmail.com	

## **Part 2: Target Population (WIC 1995 (C) (1) )**

Briefly describe the County's realignment target population supported by the block grant:

Plumas County's targeted population are youth whose most recent adjudicated offenses is described in WIC 707(b) and is defined under WIC 1990(b), in cases where the Juvenile Court has made a finding that less restrictive alternative dispositions are unsuitable.

Plumas County does not have an in county juvenile hall or other less restrictive facility such as a camp or ranch. The county contracts with other counties in the region for these services. The county does not currently have any in-county programs or resources to serve youth requiring specialized therapeutic needs, such as sexual offenders, arson offenders, offenders with significant mental health issues, and pregnant or recent mother female offenders. For these youth, we intend to seek a partnership within a consortium of other agencies in or out of our region that address these specialized treatment needs through a contract process.

It is not expected that all the future eligible youth will need "DJJ like" replacement programming in a Secure Youth Treatment Facility (SYTF) custodial setting for an extended period. Extended period will be defined as secure facility incapacitation for over one (1) year. Secure Track commitment and length of commitment will be dependent on the individual circumstances and gravity of the qualifying offenses in conjunction with the assessed criminogenic risk and needs of the youth. If existing contracted facilities become operational as a SYTF, and they are configured and programmed to serve these youth to suitable standards of Plumas County, those facilities may be utilized.

Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

Plumas County does not currently have any youth that would come within the provisions of realignment nor does the county have any youth currently housed within the DJJ.

Plumas County does not have a record of demographics for the target population because the last DJJ commit was over 15 years ago, and that data is no longer available. Generally, of Plumas County's nearly 18,660 permanent residents, 17.4% are under the age of 18 and approximately 50% male and 50% female. Plumas County's residents identify as 90.5% White, 1.1% Black or African American, 3.2% Native, 1.1% Hispanic or Latino, and 0.2% Asian. The median household income is well-below California's median income by almost \$55,359. In 2019, youth with new petitions filed, regardless of disposition, were 70% male, 30% female, 84% white, and 16% black. Plumas County does not have any verified gang activity.

Understanding that the targeted population will be dynamic, the needs of all youth, inclusive of Sexual Orientation, Gender Identity, and Expression (SOGIE) will be considered in the drafting of all plans and the care, custody, and supervision of all youth in an equitable and compassionate fashion.

Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred.

Again, there is no data available for previous DJJ eligible/ committed youth due to the length of time since the last relevant youth.

### **Part 3: Programs and Services (WIC 1995 (c)(2) )**

Provide a description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population:

Plumas County currently has contracts with two (2) out of county juvenile detention centers located in Butte County and Tehama County. It is anticipated that these facilities will be utilized to house the targeted population pre-disposition and as a possible alternative to Secure Track detention centers for lower risk youth who do not have specific treatment or other special needs. Additionally, Tehama County Juvenile Detention Facility may be utilized for Secure Track detention following disposition of youth in the target population.

Programs, placements, services, and service providers, if out of the scope of local resources, will be contracted out potentially through the developing consortium of counties throughout the region and state depending on the most appropriate setting for the youth and proximity to supportive family. Supervision outside of a facility will be done by existing Plumas County Probation staff.

Plumas County has a relatively low wardship rate as there is a focus on serving our youth at the lowest level of intervention as appropriate. When appropriate, local resources are utilized. Those services have consisted of probation mentoring, parenting classes, interactive journaling, community service, online educational courses, tobacco, drug and alcohol services, mental health services,

family inclusive services, electronic monitoring, and school attendance assistance. Contracted out of county services for sexual offender counseling have also been utilized. Funding will directly support our youth in providing these specialized services and potentially enhancing services within the county when the need arises.

Plumas County Probation enjoys a strong partnership with Plumas County Behavioral Health (PCBH), the primary provider of Mental Health and Substance Use Services available in the county. If a youth involved in the Juvenile Justice system at the local level is a MediCal beneficiary, as a Federal entitlement program, all MediCal recipients are eligible to full-spectrum Mental Health and Substance Use Services. If a youth involved in the Juvenile Justice system at the local level is not a MediCal beneficiary but still requires Mental Health and/or Substance Uses Services a variety of programs are accessed through the following specialized programing:

- Plumas Rural Services (PRS)– A Community Based Organization who provides counseling and mental health services for a small percentage of youth who do not obtain services from the Behavioral Health Department for various reasons. In addition, PRS provides Nurturing for Parenting classes for parents of youth served by the Probation Department.
- The Plumas County Public Health Department partners with Plumas County Joint Unified School District, Plumas County Behavior Health and the Probation Department to provide after school education services to the student body populations of high school age. Current plans are underway to extend youth-based wellness activities.

#### **Part 4: Juvenile Justice Realignment Block Grant Funds (WIC 1995 (3)(a) )**

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

Plumas County plans to assess eligible youth using evidence-based Noble assessments for risk and needs. A specialized sex offender assessment will be conducted using the JSORAT assessment. Due to the historically small size of the county's targeted population, unpredictable nature of juvenile crime and dynamic needs of the target population in Plumas County, it would be costly and inefficient to create robust programming for each specialized treatment need area. To be cost effective, JJRBG funding will be used to benefit these youth by enabling the county to enhance local services when appropriate and to obtain out of county services that are proven in quality for specialized offenders when needed. It is anticipated that services for offenders who are experiencing significant mental health needs, severe alcohol and drug issues, sexual offender treatment needs, and/or other significant related behavioral or trauma-based needs will be contracted out to out of county specialized services to effectively serve the youth. Plumas County is awaiting further development of the consortium of counties to address these needs.

Eligible youth who are not placed in Secure Track will also be eligible to receive programing and services through these funds to help decrease the risk of Secure Track placement.

Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995 (3) (B) )

Plumas County has a limited presence of community-based organizations (CBOs) or nongovernmental organizations (NGOs) that specialize in providing services for justice involved youth, although efforts are underway to improve upon this condition. Plumas County does have three valued nonprofit partners in county; Plumas Crisis Intervention and Resource Center (PCIRC), Plumas Rural Services (PRS) and Alliance For Workforce Development (AFWD). Although PCIRC does not specialize in justice involved youth, it can offer general family services which include housing and food assistance, plus other emergency necessities. PRS offers both parenting services and youth counseling. AFWD offers youth employment preparation opportunities and placement services. They also offer GED and other educational and training advancement programs.

In partnership with PCIRC, part of the current effort to develop additional resources and programming for youth includes a reentry and resource program for youth in the target population and youth at risk of becoming part of the target population.

Lionheart's Power Source Program will be utilized for reentry youth, particularly those who have participated in the program through programming at the Tehama County Juvenile Detention Facility. The program may be implemented for appropriate youth as a prevention tool for those at risk of escalating criminal behavior.

This plan intends to reserve some funding for further development of programs capable of providing additional support for the target population or those at risk of entering the target population. Funding may be used for prosocial activities and programs to help foster healthy development for these youth, housing assistance, employment placement and support.

Describe how the County plans to apply grant funds to address family engagement in programs for the target population: (WIC 1995 (3) (C))

Plumas County plans to support family engagement for the target population through a variety of services and programming. In collaboration with the Department of Social Services and Behavioral Health Department, Child and Family Team meetings will be utilized to garner engagement and input from family members. With the assistance of the Department of Social Services, family finding efforts will be utilized for youth in need of permanent connections. Parenting education and support will be provided, as well as mental health services, drug and alcohol services, and wellness services to support engagement and growth of families of Secure Track youth.

Bolstering a robust, stable family unit will be a core concept in the program. Family members are preferred to be involved in every step of the youths' programs and transitions back into the community. The more involved the family is in the treatment experience, the better the understanding, respect, and trust to solidify the successful return to the community will be. Where no existing services can meet the need, grant funds may be applied towards replacement services.

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population: (WIC 1995 (3) (D))

Plumas County plans to address reentry by working with county partners to support life skills development, education, housing and employment. Long-term success and continued rehabilitation occurs when the transition from custody to community includes a seamless continuum of care and supportive aftercare supervision with accountability. It is recognized that reentry service gaps will likely be discovered in the future. Probation will attempt to address these service gaps as effectively as possible by contracting/collaborating with other county service providers and CBOs to help leverage resources and direct services based on the needs of the realigned population.

The plan includes expansion or development of:

- Educational opportunities that provide access and opportunities to colleges or universities.
- Vocational programs, employment and job placement – Vocational programs in custody which can transfer to the community with the goal to gain true, local employment. Probation will partner with AFWD and PCIRC for assistance in helping the realigned population obtain support and skills related to employment and job placement. Vocational skills training available through Feather River College may be pursued and supported.
- Transitional and Safe Housing – Probation will partner with CBOs such as PCIRC for safe and supportive housing options upon reentry. As necessary, youth under the age of 18 may be considered for foster care placement. Those over 18, who do not qualify for Extended Foster Care will be reliant on these partnerships.
- Life Skills Development – Referrals will be made to PCIRC's Dragonfly Café Program. This program is currently being developed as a resource for youth reentering the community following detention. Power Source programming and Change Company journaling programs will be implemented for skills development based on a need's assessment and prior programming in custody.
- Specialized Services – Reserving some grant funds for specialized purpose needs as they arise will allow for some specialized services, such as services to aid with reentry for those target population youth who are not eligible for existing services based on age, insurance or other factors. This funding could also be accessed for youth specific needs such as post-secondary course enrollment and other vocational needs for Secure Track youth.
- Specialized Placements - Every effort will be made to serve the target population locally in order to keep them connected to their families and community; however, Plumas County has very limited local resources for placements in general. Therefore, this plan intends to reserve realignment funds for Specialized Placement each year to access Secure Youth Treatment Facilities in other counties as they become available.



Describe how the County plans to apply grant funds to address evidence-based, promising, trauma-informed and culturally responsive services for the target population: (WIC 1995 (3) (E))

The Probation Department currently uses validated risk assessment tools and provides evidenced based programming to youth in the community. This allows for individualized case plans that focus on those dynamic risk factors that lead to criminal behavior. The County's plan includes the expansion of evidenced-based programming offered in the community. These are programs and other best practices that have been proven to address criminogenic needs and reduce recidivism. Examples include: Aggression Replacement Training (ART), Courage to Change/Forward Thinking journaling, Moral Reconation Therapy, and Powersource. Both sworn and non-sworn staff, as well as contracted service providers may facilitate these treatment modalities to youth. The expansion of services and training will focus on and support trauma informed practices and cultural responsiveness.

Most of the specialized programs and services to serve the targeted Secure Track youth will be contracted out to out of county providers; however, Plumas County Probation and the JJCC will endeavor to assess all programs and services prior to placement and to evaluate utilized programs at least annually.

Describe whether and how the County plans to apply grant funds to include services or programs for the target population that are provided by nongovernmental or community-based providers: (WIC 1995 (3) (F))

Plumas County has limited CBOs and NGOs located within the county that focus their services on justice involved youth. Plumas County is currently expanding upon a partnership with PCIRC (CBO) to provide reentry services for the target population, to include life skills development, housing and employment services. Further development of partnerships with PCIRC or other CBOs such as Plumas Rural Services may be pursued.

Plumas County will reserve an allocation of funding for programming and housing this population when the need arises. Provision of evidence-based programming offered by other CBOs or NBOs will be pursued and considered when available.

## Part 5: Facility Plan

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995 (4))

If currently contracted facilities (Butte County and Tehama County) cannot be utilized as the most appropriate facility for the targeted youth, it is anticipated that other specialized facilities will be used through the developing consortium of counties. Plumas County does not have oversight or control of how contracted facilities are designed or operated; however, Plumas County will be diligent in monitoring contracted facilities for the safety and protection of all potential local youth. Contracts will not be renewed to facilities that do not ensure these standards.

Decision making on whether target population youth would be best served in an existing contracted juvenile hall or in a consortium based SYTF will be based upon the least restrictive option that provides care, treatment and guidance that is consistent with the best interests of the youth and the public as required by Section 202(b) of the Welfare and Institutions Code (WIC).

Considerations for the safety and protection of all youth in the facilities will take on additional importance given the probability of older (up to and including age 24) and more sophisticated target population youth now remaining in local commitment for extended periods. Youth will continue to be classified for specific housing based on requirements contained in Title 15 and the policies and procedures of the hosting county facility. These requirements are intended to provide for the safety of youth, facility staff and the public by placing youth in the least restrictive housing and program settings that can meet their needs. Classification factors include but are not limited to the following:

- Age and maturity of the youth
- Sophistication
- Emotional stability
- Court status and present offense
- Criminal offense history
- Prior behavior while in the facility or other institutions
- Gang affiliation
- Conflicts with other youth
- Court-ordered restrictions as to the association with other youth
- Medical/mental health considerations
- Gender and gender identity
- Developmental and cognitive processing disabilities
- Program needs
- Legal process status

## **Part 6: Retaining the Target Population in the Juvenile Justice System**

Describe how the plan will incentivize or facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult criminal justice system: (WIC 1995 (5))

The Plumas county justice partners are cognizant of the need to keep youth out of the adult court system. The adult court system will be a last resort reserved for consideration in only the most serious and violent of offenses. Funding for specialized services that meet an individual's needs will incentivize keeping the youth within the juvenile court system.

It is important to note that SB 823 changed the maximum age of juvenile court jurisdiction for some target population youth. Previously, only youth who were committed to the DJJ had their maximum age of juvenile court jurisdiction extended to age 23 or 25. Changes enacted with SB 823 extend the age of jurisdiction for the entire target population, regardless of whether they become Secure Track youth, to the ages of 23 or 25, depending on the nature of their adjudicated charges. By adding a new Section, 208.5, to the Welfare and Institutions Code (WIC), SB 823 also provided additional restrictions on housing wards of the juvenile court in adult facilities, regardless of age. Wards 19 years of age or older cannot be detained in an adult facility without a hearing. The presumption at that hearing is that the ward will be retained in a juvenile facility. Wards serving a commitment in a juvenile facility cannot have that commitment transferred to an adult facility, regardless of age. For the purposes of this plan, that means there is the potential for more youth between the ages of 21-25 requiring services in the local juvenile justice continuum, up to and including juvenile detention services.

All requests for transfer of a juvenile to adult court will be reviewed by the Chief Probation Officer using multi-agency processes and creating a comprehensive continuum of services for the individual.

## **Part 7: Regional Effort**

Describe any regional agreements or arrangements supported by the County's block grant allocation: (WIC 1995 (6) )

Plumas County plans to use JJRBG funding to house eligible offenders in existing contracted facilities in Butte and Tehama County. Tehama County's detention and treatment program is proposed to be expanded. Should the program be expanded in a manner sufficient to meet the needs of Plumas County's realigned population, or a portion thereof, Plumas County would be inclined to financially support this expansion with JJRBG funding, not to exceed \$50,000 annually, as a means of ensuring youth remain nearer to our community and their supportive relationships. This investment is in addition to daily fees paid for placement of youth in the facility.

The county has further planned to join a consortium of counties when that program is fully developed to serve as a "insurance" type policy to keep available and to utilize appropriate secure placement, special individualized programing and services, and reentry programing and services.

## Part 8: Data

Describe how data will be collected on youth served by the block grant: (WIC 1995 (7))

Absent a significant anomaly, the amount of eligible youth the Plumas County justice system will become involved with will be low enough that existing staff will be able to record data through existing case management systems. The demographics of the youth served will address age, gender, ethnicity, neighborhood, family status, and offense details.

Data other than demographics that will be collected will consist of:

- Assessment information- risk/ need
- Custody time – days spent in custody at juvenile detention facilities
- New law violations - subsequent adjudications and/or convictions for misdemeanor or felony offenses after becoming a target population youth
- Treatment programming - program referrals and completion status
- High school and secondary education status
- Employment and/or employment skills training participation
- Housing status

Describe outcome measures that will be utilized to determine the results of the programs and interventions supported by block grant funds: (WIC 1995 (7) )

Measuring the success of those committed to the Secure Track realignment program will be a significant indicator of how these youth will adjust once released back into the community. Attainable and measurable goals tied to a Case Plan and Court orders will be utilized throughout the course of their program to gauge case plan goal completion, progress, and to adjust to individual needs during their stay in a detention program and upon reentry into the community. Examples of these goals would be high school graduation or equivalency, college course completion, vocational training certificate attainment, completion of Court-ordered programs and treatment, job training program enrollment, apprenticeships, and internships. The completion rate of eligible youth will be measured as well as the completion rates for programs utilized. Youth, families, and other partners will be given the opportunity to provide feedback on programs and the methods used to manage this population. Outcome measures will include, but not be limited to:

- Completion of programs
- New offenses/Recidivism
- Risk assessment level. Fluctuation, impactful programming, etc.
- Completed life skills class
- Clean and sober (drug/alcohol testing results)
- Maintain or development of positive support system (family, friends, or county mentors)
- Obtaining/maintaining employment or attending school or college

## Item 4E



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



**Date:** December 13, 2021  
**To:** Honorable Board of Supervisors  
**From:** Dana Loomis  
**Agenda:** Consent Item for December 21, 2021

**Recommendation:** Approve and direct the Chair to sign Contract Amendment #PCPHA-CASCADE-A1 with Valsoft CASD, Inc., dba Cascade Software Systems in the amount of \$49,460 to provide additional software for employee time cards. Approved as to form by County Counsel.

**Background:** As the Board may recall, in September you approved a contract with Valsoft CASD, Inc., dba Cascade Software Systems for a computerized Cost Accounting System. Public Health is required to purchase additional software to be able to produce employee time cards.

When this software is implemented it will enhance the ability to manage projects and provide detailed cost accounting information consistent with State and County Audit requirements.

**Fiscal Impact:** There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Please contact me should you have any questions, or need additional information. Thank you.



530-283-6337 OFFICE  
530-283-6425 TAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

**FIRST AMENDMENT TO  
AGREEMENT BY AND  
BETWEEN  
THE COUNTY OF PLUMAS  
AND  
VALSOFT CASD, INC. DBA CASCADE SOFTWARE SYSTEM**

This First Amendment to Agreement ("Amendment") is made on this 11<sup>th</sup> day of November, 2021, between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and VALSOFT CASD, INC., a Delaware Corporation, hereinafter referred to as "CASCADE":

- 1. Recitals: This Amendment is made with reference to the following facts and objectives:**
  - A.** County of Plumas and CASCADE have entered into a written Agreement #PCPHA-CASCADE, for the period of September 21, 2021 through termination (the "Agreement").
  - B.** Cascade will provide additional software for Employee Timecards requiring the parties to amend the terms of the Agreement.
- 2. Amendments: The parties agree to amend the Agreement as follows:**
  - A. Page 6, Paragraph 3.2 "Cost" is amended to read as follows:**

The total contract price shall not exceed \$49,460.00 Forty Nine Thousand Four Hundred Sixty Dollars and no cents.
  - B. Page 18, Exhibit A "Contract Line Items (CLINS) Schedule & Costs", is deleted in its entirety and replaced with the attached Exhibit A, and is incorporated herein.**
  - C. Pages 19 and 20, Exhibit B "Cost Accounting Management System Statement of Work", is deleted in its entirety and replaced with the attached Exhibit B, and is incorporated herein.**
- 3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement beginning September 21, 2021, shall remain unchanged and in full force and effect.

**SUBCONTRACTOR:**

**Valsoft Casd. Inc, BDA Cascade Software a Delaware Corporation**

By: \_\_\_\_\_  
Stephane Manos, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Felicissimo, Secretary

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Hiedi Putnam, Clerk of the Board

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

12/10/2021

**EXHIBIT A – CONTRACT LINE ITEMS (CLINS) SCHEDULE & COSTS**

	Start Days	End Days*	Costs
<u>Fixed Price</u>			
CLIN1: WIN-CAMS Cost Accounting Management System	30	180	\$40,910.00
Timecards & Employees License Fee			\$9,000.00
Multiple Agency Discount 25%			<del>\$2,250.00</del>
			\$6,750.00
Annual Maintenance (20% of \$9,000.00 = \$1,800.00)			<u>\$1,800.00</u>
			\$49,460.00

Data loads and custom forms will be quoted as needed

\* Number of days after the contract is signed. This schedule is intended to represent the maximum number of days anticipated for each activity. Contractor may at his discretion provide deliverable in less than the number of days allowed.

Payment Schedule

50% of CAMS Contract amount due thirty (30) days after the effective date of this contract as defined and described by Section 1 of the proposed Contract;

50% of CAMS Contract amount due thirty (30) days upon successful completion of the Acceptance Procedure as defined and described by Exhibit C of the proposed contract.



**EXHIBIT B – COST ACCOUNTING MANAGEMENT SYSTEM STATEMENT OF WORK**  
**Page 1 of 2**

**I. OVERVIEW**

The following is a description of the work Contractor is to perform and the deliverables Contractor will provide for each CLIN.

The statement of work will serve as a key reference document during the acceptance phase (Exhibit C) of each CLIN.

**II. WORK STATEMENT FOR EACH CLIN**

**CLIN1: Cost Accounting Management System (WinCAMS)**

Cascade Software Systems, Inc. submits a proposal for the system modules listed below to meet PLH'S accounting requirements:

**Direct Charges (Payables)**

**Projects**

**Budget Expenditures Ledger**

**Budget Revenues Ledger**

**Accounts Receivable**

**Timecards & Employees**

**EXHIBIT B – COST ACCOUNTING MANAGEMENT SYSTEM STATEMENT OF WORK**  
**Page 2 of 2**

**Cost Proposal - Plumas County Public Health****Cost Accounting Management System (WinCAMS)**

Accounts Payable	\$ 9,000
Budget Expenditures Ledger	\$ 5,000
Budget Revenues Ledger	\$ 5,000
Project Ledger	\$ 9,000
Accounts Receivable	\$ 7,000

**WinCAMS Implementation Proposal – Costs**

1. WinCAMS License Fees	\$ 35,000
2. Plumas County multi-agency 25% License Discount	<u>\$ (8,750)</u>
<b>Net License Fees</b>	<b>\$ 26,250</b>
3. Custom Programming & Forms	\$ 2,000
4. Plumas multi-agency 25% License Discount	<u>\$ (500)</u>
<b>Net Custom Programming &amp; Forms</b>	<b>\$ 1,500</b>
5. WIN-CAMS Installation / Data Base Configuration	\$ 2,000
6. Conversions (Table Loading)	\$ 1,000
7. Remote training & Implementation Support (0 hours @ \$160)	\$ 0
8. Onsite Training and Support Time (4 days @ \$1440)	\$ 5,760
9. Project Management (8 hrs @ \$175)	\$ 1,400
10. Travel Expenses (2 visits @ \$750)	\$ 1,500
11. Per Diem (6 days @ \$250)	<u>\$ 1,500</u>

**\$ 40,910****Additional Charges:**

Timecards & Employees License Fee	\$9,000.00
Multiple Agency discount 25%	\$2,250.00
Annual Maintenance	<u>\$1,800.00</u>
	<b>\$49,460.00</b>



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff


## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

## Memorandum

**DATE:** December, 8 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of December 21, 2021

### It is recommended that the Board:

Approve and sign contract #PCSO00011 between the Plumas County Sheriff's Office (PCSO) and Levi Pence, dba Hi Tech Frame & Finish in the amount of \$45,000.

### Background and Discussion:

The term of this contract is 02/01/22-01/31/23. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

### Services Agreement

This Agreement is made this 1st day of February 2021, 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 Levi Pence, a sole-proprietor, doing business as Hi Tech Frame & Finish, (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 Sixty Thousand and No/100 Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from February 1, 2022 through January 31, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Hi Tech Frame & Finish  
1229 Industrial Way  
Quincy, CA 95971  
Attention: Levi Pence



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. 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.
26. 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:**

By: \_\_\_\_\_  
Levi Pence, a sole-proprietor, doing business  
as Hi Tech Frame & Finish  
Date: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnum  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

12/8/2021

## **EXHIBIT A**

### **Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at the following per hour rates:

Body repair work                \$75.00

Painting                                \$75.00

Frame repair work                \$75.00

Mechanical repair work        \$75.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$43.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
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.



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff


## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

### Memorandum

**DATE:** December, 8 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of December 21, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00149 between the Plumas County Sheriff's Office (PCSO) Gregory and Trecey Marr, dba Manni Funeral Home in the amount of \$9,999. Gregory and Trecey Marr, dba Manni Funeral Home & Evergreen Crematory for payments, services provided by Manni Funeral Home & Evergreen Crematory from Nov 15, 2021 to date of approval in the amount of \$9,999.

**Background and Discussion:**

The term of this contract is 11/15/21-11/14/23. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and Gregory Marr and Trecey Marr, a married couple, doing business as Manni Funeral Home & Evergreen Crematory (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 Nine thousand nine hundred ninety-nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from November 15, 2021 through November 14, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Manni Funeral Home & Evergreen Crematory from November 15, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor 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: Amanda Meisenheimer

Contractor:

Manni Funeral Home & Evergreen Crematory  
380 Rio Grande Ave  
Portola, CA 96122  
Attn: Gregory Marr

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. 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.
26. 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:

A married couple doing business as  
Manni Funeral Home & Evergreen Crematory

By: \_\_\_\_\_  
Name: Gregory Marr  
Title: Owner  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Trecy Marr  
Title: Owner  
Date: \_\_\_\_\_

COUNTY:

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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Heidi Putnum  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

12/8/2021

**EXHIBIT A**

**Scope of Work**

The Service Provider, an independent contractor in all aspects, agrees to provide the county under the Terms of this Agreement the following services listed in Exhibit B, 24 on call and as needed to assist in coroners duties to include personnel, equipment and licensed facilities as requested by Sheriff's Office personnel.

**EXHIBIT B**

**Fee Schedule**

## Exhibit B

### Fee Schedule

Contractor shall submit invoices to the county which will include the decedent's name, date services were provided, location and cost breakdown. The County shall pay the Contractor no later than 30 days after approval of the invoice by county staff.

~ Local removal fee when unable to bill family	\$125.00
~Transportation of Remains to Reno, NV for forensic study from Portola	\$95.00
~Transportation of additional remains	\$50.00
~Sunday or Holiday additional charge	\$85.00
~Standby in Reno, NV (per hour)	\$41.25
~Use of facility for initial investigative exam or M.E.	\$65.00
~Use of facility for autopsy	\$195.00
~Draw blood or urine at your request	\$45.00
~Refrigeration after 24 hours as required by law (per day)	N/C



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff


## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

## Memorandum

**DATE:** December 7, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of December 21, 2021

### It is recommended that the Board:

Approve and sign contract #PCSO00113 between the Plumas County Sheriff's Office (PCSO) and Mark E. Bennett, dba Bennett Enterprises in the amount of \$25,000.

### Background and Discussion:

The term of this contract is 03/01/2022-02/28/2023. The purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.



### Services Agreement

This Agreement is made this 1st day of March 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and Mark E. Bennett, a sole-proprietor, doing business as Bennett Enterprises, (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-Five Thousand Dollars and No/100 (\$25,000.00).
3. Term. The term of this agreement shall be from March 1, 2022 through February 28, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

County:

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

Contractor:

Bennett Enterprises  
43B Alta Avenue  
Quincy, CA 95971  
Attention: Mark Bennett

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. 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.
26. 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:**

Mark Bennett, a sole-proprietor, doing  
business as Bennett Enterprises

Date: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_

Name: Todd Johns

Title: Sheriff-Coroner

Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Heidi Putnum

Title: Clerk of the Board of Supervisors

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Jeff Engel, Chair

Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

12/6/2021

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.



**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at the following per hour rates:

Body repair work                \$75.00

Painting                                \$75.00

Frame repair work                \$85.00

Mechanical repair work        \$85.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$39.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
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.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

## BOARD AGENDA REQUEST FORM

**Item 5 (1,2,&3)**

Department: None

Authorized Signature: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Consent Agenda: ☐ Yes ☒ No

Request for \_\_\_\_\_ minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. ~~Quick review of the prior TOT presentation and Visitor Center Presentation by The Lost Sierra Chamber of Commerce.~~

B. ~~Presentation on the potential long-term effect of the Dixie Fire on Plumas County, and how The Lost Sierra Chamber picked-up the burden of agencies not working or overwhelmed - w/ volunteer~~

C. ~~Request for funding of Visitor Centers and Chambers of Commerce as a set-agreement with the BOS and County.~~

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

NO

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

N/A

### Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ /N ☐)

Signed? (Y ☐ /N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ /N ☐)

Other: \_\_\_\_\_

### Publication:

☐ Clerk to publish on \_\_\_\_\_. ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published \_\_\_\_ days prior to the hearing. \_\_\_\_\_  
(if a specific newspaper is required, enter name here.)

☐ Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_). ☐ Copy of Affidavit Attached.


### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☐ No: ☐ Not Applicable: ☐


If Not Applicable, please state reason why:

**The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.**





**NO!**  
IS NOT AN OPTION

HOW VISITATION AND HOSPITALITY IN  
PLUMAS COUNTY IS AT RISK – IMPACTS  
FROM THE DIXIE FIRE WILL STIFLE GROWTH  
IN ALL ASPECTS OF PLUMAS COUNTY.



1

Presented By:  
**Richard Aiple**



2

## Agenda



### Quick Review of Past Presentations

- History of TOT – Intent / Performance
- We Appealed to BOS from a Community Need with Funding via STR Enforcement
- Visitors Center Usage

Dixie Fire Impact on Business and Visitors

Taxation Without Representation

Recommendations and Agreement Proposal

# PLUMAS COUNTY AUDITOR / CONTROLLER



520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442

ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER

BIANCA HARRISON, CMA • ASSISTANT AUDITOR / CONTROLLER

**Date:** 12/13/2021

**To:** HONORABLE BOARD OF SUPERVISORS

**From:** ROBERTA M. ALLEN – AUDITOR/CONTROLLER

**Subject:** Authorize Auditor Controller to recruit and fill 1.0 FTE position of Accountant Auditor I or II, vacant due to resignation.

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**Recommendation:**

Authorize Auditor Controller to recruit and fill 1.0 FTE position of Accountant Auditor I or II, vacant due to resignation. This position is allocated and funded per the FY 21/22 County budget.

**Please see the attached Critical Staffing Request Form**



## STAFFING REQUEST FORM

Department Auditor Controller Add ☐ Delete ☐

FTE 1.0

Position Title Accountant Auditor I or II

Describe, in some detail, the need for this position (Use additional sheets if necessary.)

Please see attached memo

☒ See attachment

If the position is approved, what other expenses do you anticipate?

*Recurring:* \$ ☐ Office/Operation Supplies

\$ ☐ Purchased Services

\$ ☐ Other

*One Time*

\$ ☐ Furn/Fix

\$ ☐ Vehicle

\$ ☐ Office Space

Describe:

Describe:

Calculate anticipated Salary and Benefit costs for each of the *next four* years using anticipated increases:

71,941.16 yr. 1 75,533.32 yr. 2 79,321.42 yr. 3 83,305.45 yr. 4

If the position is NOT approved, what are the consequences? Attach sheet

Are any *new revenues* expected to cover the cost of the requested position? Yes ☐ No ☒

If yes, are the revenues certain? Yes ☐ No ☐ and if certain, the revenues are certain for how many years? \_\_\_\_\_ Years. Attach supporting material.

☐ See Attached

☐ Reviewed and supporting by Critical Staffing Committee

If General Fund Position and recommended by Critical Staffing Committee, indicate rank of this position to other recommended GF positions. \_\_\_\_\_ out of \_\_\_\_\_ positions recommended.

Committee Comments:

AUDITOR CONTROLLER DEPARTMENT

ACCOUNTANT AUDITOR I OR II

ATTACHMENT - CRITICAL STAFFING REQUEST FORM

**Consequences of not filling position:**

This position is critical to ensure that the heavy workload in the department is processed timely. The Auditor's office audits and processes claims, records deposits and reconciles the deposit totals with the Treasurer's office reports daily, reviews and records journals and budget transfers for all county departments and 32 special districts, and assists departments and districts as much as possible with accounting questions. This position is responsible for recording and tracking Fixed Assets. The department receives and uploads accounts payable detail from the schools and Social Services. The workload has become increasingly heavier over the past years. If this position were not filled it would be extremely challenging for the department to process transactions and perform necessary accounting functions in a timely manner.

Anticipated Salary:

The base salary range for Accountant Auditor I: \$45,822.40 – \$55,723.20

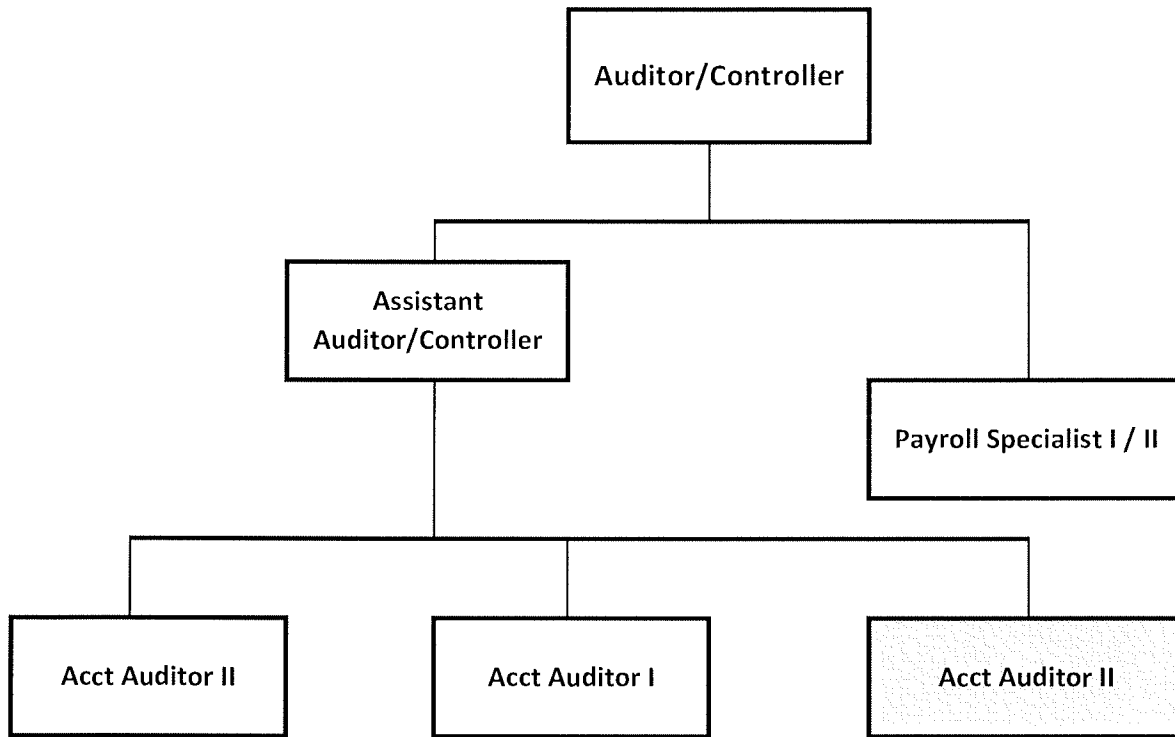
The base salary range for Accountant Auditor II: \$50,481.60 - \$61,380.80

The actual salary will depend on the qualifications and experience of the candidate, and if the individual hired is a current employee and will have a higher salary due to the number of years employed by the county at date of hire.



# Auditor Department

## Organizational Chart



County of Plumas  
Pay Schedule

Effective as of 12/19/2021

Revised and adopted by the Board of Supervisors as of 12/07/2021 per Resolution No. 2021-8641

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE										L3	L4	L5
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5			
ACCOUNTANT	\$19.48	\$20.46	\$21.49	\$22.57	\$23.70	\$24.90	\$26.15	\$27.45	\$28.84	\$30.28			
ACCOUNTANT AUDITOR 1	\$22.03	\$23.13	\$24.29	\$25.51	\$26.79	\$28.13	\$29.53	\$31.02	\$32.57	\$34.21			
ACCOUNTANT AUDITOR 2	\$24.27	\$25.48	\$26.77	\$28.11	\$29.51	\$31.00	\$32.55	\$34.18	\$35.90	\$37.69			
ASSISTANT AUDITOR/CONTROLLER	\$28.08	\$29.48	\$30.97	\$32.52	\$34.15	\$35.87	\$37.66	\$39.55	\$41.53	\$43.61			
ASST RISK MGR/SAFETY OFFICER	\$26.27	\$27.59	\$28.97	\$30.42	\$31.95	\$33.55	\$35.23	\$37.00	\$38.84	\$40.79			
CHIEF DEPUTY AUDITOR	\$26.78	\$28.12	\$29.52	\$31.01	\$32.56	\$34.20	\$35.92	\$37.71	\$39.61	\$41.60			
DEPUTY COUNTY COUNSEL 1	\$32.29	\$33.91	\$35.60	\$37.39	\$39.26	\$41.23	\$43.30	\$45.47	\$47.75	\$50.14			
DEPUTY COUNTY COUNSEL 2	\$33.93	\$35.62	\$37.41	\$39.28	\$41.25	\$43.32	\$45.49	\$47.77	\$50.16	\$52.67			
DEPUTY COUNTY COUNSEL 3	\$39.28	\$41.25	\$43.32	\$45.49	\$47.77	\$50.16	\$52.67	\$55.31	\$58.09	\$60.98			
FISCAL SUPPORT COORDINATOR	\$18.35	\$19.27	\$20.24	\$21.26	\$22.33	\$23.46	\$24.63	\$25.87	\$27.17	\$28.52			
HR PAYROLL SPECIALIST 1	\$21.24	\$22.31	\$23.44	\$24.61	\$25.85	\$27.15	\$28.50	\$29.94	\$31.44	\$33.02			
HR PAYROLL SPECIALIST 2	\$23.42	\$24.60	\$25.84	\$27.14	\$28.49	\$29.93	\$31.43	\$33.01	\$34.66	\$36.41			
HUMAN RESOURCES ANALYST 1	\$22.02	\$23.12	\$24.28	\$25.50	\$26.78	\$28.12	\$29.52	\$31.01	\$32.56	\$34.20			
HUMAN RESOURCES ANALYST 2	\$24.27	\$25.48	\$26.77	\$28.11	\$29.51	\$31.00	\$32.55	\$34.18	\$35.90	\$37.69			
HUMAN RESOURCES TECHNICIAN 1	\$17.06	\$17.92	\$18.82	\$19.76	\$20.75	\$21.79	\$22.88	\$24.04	\$25.24	\$26.50			
HUMAN RESOURCES TECHNICIAN 2	\$18.82	\$19.76	\$20.75	\$21.79	\$22.88	\$24.04	\$25.24	\$26.50	\$27.84	\$29.24			
HUMAN RESOURCES TECHNICIAN 3	\$19.96	\$20.96	\$22.01	\$23.11	\$24.27	\$25.48	\$26.77	\$28.11	\$29.51	\$31.00			
LEAD FISCAL & TECH SERV ASST	\$16.27	\$17.09	\$17.95	\$18.85	\$19.80	\$20.79	\$21.83	\$22.93	\$24.08	\$25.29			
MANAGEMENT ANALYST 1	\$22.02	\$23.12	\$24.28	\$25.50	\$26.78	\$28.12	\$29.52	\$31.01	\$32.56	\$34.20			
MANAGEMENT ANALYST 2	\$24.27	\$25.48	\$26.77	\$28.11	\$29.51	\$31.00	\$32.55	\$34.18	\$35.90	\$37.69			
PARALEGAL 1	\$21.24	\$22.31	\$23.44	\$24.61	\$25.85	\$27.15	\$28.50	\$29.94	\$31.44	\$33.02			
PARALEGAL 2	\$23.42	\$24.60	\$25.84	\$27.14	\$28.49	\$29.93	\$31.43	\$33.01	\$34.66	\$36.41			
PARALEGAL 3	\$26.85	\$28.20	\$29.61	\$31.10	\$32.66	\$34.30	\$36.02	\$37.83	\$39.73	\$41.72			
PAYROLL SPECIALIST 1	\$21.24	\$22.31	\$23.44	\$24.61	\$25.85	\$27.15	\$28.50	\$29.94	\$31.44	\$33.02			
PAYROLL SPECIALIST 2	\$23.42	\$24.60	\$25.84	\$27.14	\$28.49	\$29.93	\$31.43	\$33.01	\$34.66	\$36.41			
SYSTEMS ANALYST 1	\$25.51	\$26.79	\$28.13	\$29.53	\$31.02	\$32.57	\$34.21	\$35.94	\$37.73	\$39.63			
SYSTEMS ANALYST 2	\$28.08	\$29.48	\$30.97	\$32.52	\$34.15	\$35.87	\$37.66	\$39.55	\$41.53	\$43.61			

**ACCOUNTANT AUDITOR I**

**DEFINITION**

Under supervision, to perform accounting, auditing and fiscal analysis in the preparation, maintenance, analysis, and verification of the County's fiscal and budget records; to assist with the maintenance of information on County tax rates and rolls; to assist with control of the County's budget; to learn the methods and procedures used by the Auditor/Controller's Office; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the entry and training level in the Accountant/Auditor class series. Incumbents perform a variety of less complex accounting and auditing work. Incumbents are expected to increase their skill and knowledge of technical accounting and auditing procedures during the training period. As soon as an incumbent has demonstrated substantive knowledge of the Department's procedures and policies and the ability to independently perform complex accounting work, as well as assist with auditing functions, they may expect promotion to the next higher level of Accountant/Auditor II.

**REPORTS TO**

Assistant Auditor/Controller

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **ACCOUNTANT/AUDITOR I - 2**

### **EXAMPLES OF DUTIES**

- Performs accounting work in the establishment and maintenance of County fiscal records.
- Assists with processing additions, changes, and deletions to the County tax rolls.
- Assists with maintaining proper tax roll fiscal balances.
- Assists with analyzing the impact of the tax roll changes on County revenue.
- Maintains a variety of ledgers and journals.
- Reviews fiscal records to insure proper disbursement of funds to different accounts.
- Prepares financial statements and reports.
- Assists with audits of County funds and programs.
- Assists with the analysis and approval of fund transfers, insuring that they meet program and legal requirements.
- Assists with maintaining proper controls on trust accounts.
- Provides backup for payroll preparation.
- Compiles information for state financial reports.
- Gathers information for the preparation and control of the County budget.
- Operates computers, maintaining and updating files and databases.
- Operates office equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

## ACCOUNTANT/AUDITOR I - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- General accounting theory, principles, and practices, and their application to a variety of accounting transactions and problems.
- Cost accounting and budgeting procedures.
- Basic auditing theory and techniques.
- Budget development and control.
- Excel (intermediate skill level), Word (basic skill level).
- Office management methods and procedures.

#### Ability to:

- Perform technical accounting work.
- Analyze and evaluate financial data, researching and gathering appropriate information to resolve problems.
- Monitor and update fiscal records.
- Prepare a variety of financial reports and statements.
- Make mathematical calculations quickly and accurately.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.
- Work as a team-player.
- Maintain positive attitude towards co-workers and the public.

## ACCOUNTANT/AUDITOR I - 4

### TRAINING AND EXPERIENCE

Equivalent of successful completion of the courses required for a major in accounting at an accredited four (4) year college or university;

OR

Successful completion of a professional accounting curriculum given by an approved institution which included courses in elementary and advanced accounting, auditing, cost accounting, and business law;

OR

Three years of responsible professional accounting experience. A combination of two or more of the following skills would qualify: knowledge of financial statement preparation and analysis; experience using a computerized accounting system; preparation of financial reports and reconciliations; filing reports with outside agencies; payroll and payroll reporting.

OR

Other combinations of experience and education may be considered.

#### Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

## ACCOUNTANT AUDITOR II

### DEFINITION

Under supervision, to perform accounting, auditing and fiscal analysis in the preparation, maintenance, analysis, and verification of the County's fiscal and budget records; to maintain information on County tax rates and rolls; to assist with control of the County's or a Department's budget; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the journey level in the Accountant/Auditor class series. Incumbents perform a variety of complex accounting and auditing work. Incumbents are expected to have substantial accounting and auditing knowledge and background. Incumbents may be assigned responsibility for a special fiscal area such as fiscal monitoring for a department or departments which have complex financial reporting requirements.

### REPORTS TO

Assistant Auditor/Controller.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None

## **ACCOUNTANT/AUDITOR II - 2**

### **EXAMPLES OF DUTIES**

- Performs technical accounting work in the establishment and maintenance of County fiscal records.
- Assists with processing additions, changes, and deletions to the County tax rolls.
- Maintains proper tax roll fiscal balances.
- Apportions tax roll monies to the proper accounts and funds.
- Analyzes the impact of the tax roll changes on County revenue.
- Maintains fixed asset inventories.
- Maintains a variety of ledgers and journals.
- Reviews fiscal records to insure proper disbursement of funds to different accounts.
- Prepares financial statements and reports.
- Assists with audits of County funds and programs.
- Assists with the analysis and approval of fund transfers, insuring that they meet program and legal requirements.
- Maintains proper controls on trust accounts.
- Reviews and reconciles County and special district warrants.
- Provides backup for payroll preparation.
- Compiles information for state financial reports.
- Gathers information for the preparation and control of the County budget.
- Operates computers, maintaining and updating files and databases.
- Operates office equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.



## ACCOUNTANT/AUDITOR II - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- General accounting theory, principles, and practices, and their application to a variety of accounting transactions and problems.
- Cost accounting and budgeting procedures.
- Auditing theory, principles, and techniques and their application to government finance.
- Laws and regulations affecting the financial operations of the County and special districts.
- Principles of account classification.
- Budget development and control.
- Excel (intermediate skill level), Word (basic skill level).
- Office management methods and procedures.

#### Ability to:

- Perform technical accounting work.
- Analyze and evaluate financial data, researching and gathering appropriate information to resolve problems.
- Monitor and update fiscal records.
- Prepare a variety of financial reports and statements.
- Make mathematical calculations quickly and accurately.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.
- Work as a team player.
- Maintain positive attitude towards co-workers and public.

## ACCOUNTANT/AUDITOR II - 4

### TRAINING AND EXPERIENCE

One (1) year of experience comparable to that of an Accountant/Auditor I with Plumas County,  
AND

Equivalent to successful completion of the courses required for a major in accounting at an accredited four (4) year college or university.

OR

Successful completion of a professional accounting curriculum given by an approved institution which included courses in elementary and advanced accounting, auditing, cost accounting, and business law.

OR

Three years of responsible professional accounting experience. A combination of two or more of the following skills would qualify: knowledge of financial statement preparation and analysis; experience using a computerized accounting system; preparation of financial reports and reconciliations; filing reports with outside agencies; payroll and payroll reporting.

OR

Other combinations of experience and education may be considered.

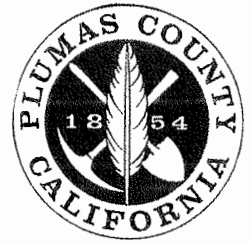
#### Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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



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Tony Hobson, Ph.D., Director

DATE: December 21, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director 

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior

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**Recommendation**

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior in Department 70580 (50%) and 70570 (50%). This position was approved and funded in the 2021-2022 budget.

**Background and Discussion**

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health position which will be vacated due to resignation on December 12, 2021. The position was approved and funded in the 2021-2022 budget.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE  
CURRENTLY ALLOCATED.

**1.0 FTE Behavioral Health Case Management Specialist I/II or Senior**

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes.**
- Why is it critical that this position be filled at this time? **With the loss of the Case Management Specialist, delivery of services to the at-risk population will be severely delayed.**
- How long has the position been vacant? **One position became vacant on December 12, 2021, due to a resignation.**
- Can the department use other wages until the next budget cycle? **The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the Case Management Specialist must be a permanent FTE.**
- What are staffing levels at other counties for similar departments and/or positions? **The same or greater.**
- What core function will be impacted without filling the position prior to July 1?  
**Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full-Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues. This position also serves the jail population.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.**
- 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? **None.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **There is no fiscal impact on the general fund.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.**

Plumas County Behavioral Health Department  
December 2021

Director  
Terry Holston

Administrative Services Officer Shelley Evans	Behavioral Health QM/QI Manager Jessica McGill	MHSA Coordinator Liz Egan	Clinical Records Specialist Robert McGill	Behavioral Health Psychiatric Nurse Eliza Fletcher	Unit Supervisor Kathy Schwartz	Unit Supervisor Sharon Sousa	Continuing Care Coordinator Jacquie Mathews-Burke
Management Analyst Che Shannon	Systems Analyst Sam Schopplein	BH Site Coordinator Annika Peacock	Case Management Specialist I/II/III Anne Nielson	BH Therapist I/II Matt Ward	BH Therapist I/II Kristi Rood	BH Case Management Specialist I/II/III Paige Cornell	BH Case Management Specialist I/II/III Paige Cornell
Fiscal Officer Kyle Herdea	Case Management Specialist I/II/III Wynae Hagwood	BH Site Coordinator Rhonda Reames	Case Management Specialist I/II/III Anne Nielson	BH Therapist I/II Carrie Little	BH Therapist I/II Breanna Black	BH Case Management Specialist I/II/III Ingrid Tande	BH Case Management Specialist I/II/III Ingrid Tande
Administrative Assistant III Amy Miller	Case Management Specialist I/II/III Vacant	BH Site Coordinator Dakota Morgenstern- Davis	Case Management Specialist I/II/III Anne Nielson	BH Therapist I/II Juanita Lamadinga	BH Therapist I/II James Burkhalter	BH Case Management Specialist I/II/III Rich Johnston	BH Case Management Specialist I/II/III Rich Johnston
Administrative Assistant III VACANT				BH Therapist I/II Gary Sanderson	BH Therapist I/II Kagan Hood*	BH Case Management Specialist I/II/III Ray Silvers	BH Case Management Specialist I/II/III Ray Silvers
Support Services Technician Sam Chandler				BH Case Management Specialist I/II/III VACANT	BH Therapist I/II VACANT	BH Case Management Specialist I/II/III Kirsty Pearson	BH Case Management Specialist I/II/III Kirsty Pearson
Support Services Technician Wayne Lowry				BH Case Management Specialist I/II/III Jeff Achilles	BH Case Management Specialist I/II/III Vacant	BH Case Management Specialist I/II/III Christina Cairas	BH Case Management Specialist I/II/III Christina Cairas
				Extra Help Case Manager Vacant	Extra Help Therapist Vacant	BH Case Management Specialist I/II/III Desiree Eichul	BH Case Management Specialist I/II/III Desiree Eichul
						Behavioral Health LVN Jessica Ayotte	Behavioral Health LVN Jessica Ayotte

49- Funded and Allocated in 19/20  
44- Allocated and Funded 20/21  
05- Vacant Positions  
(Pink boxes Extra Help)


Unit Supervisor  
SMI  
Vacant - In Budget



## Item 6C1

### **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** December 21, 2021

**SUBJECT:** NOTICE TO THE STATE DEPARTMENT OF WATER RESOURCES  
REGARDING PLANNING DIRECTOR DESIGNEE AS AUTHORIZED  
REPRESENTATIVE WITH SIGNATORY AUTHORITY FOR PLUMAS  
COUNTY PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL  
WATER MANAGEMENT IMPLEMENTATION GRANT

#### **STAFF RECOMMENDATION:**

Approve and authorize Chair to sign letter to the State Department of Water Resources (DWR) in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River (UFR) IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority.

#### **BACKGROUND:**

On April 6, 2021 Plumas County entered into an agreement with DWR for the Proposition 1 Round 1 IRWM Implementation grant to assist financing projects that are included in and implemented in the adopted UFR watershed IRWM plan. The grant amount totals \$1,002,536 for the purpose of alternative water source development, community/emergency water storage tank, and grant administration and is being managed through the Plumas County Planning Department in association with a contractor, Hinman and Associates.

Plumas County Board of Supervisors Resolution No. 2020-8490 resolves that the Chair of the Board of Supervisors, or designee, is the authorized representative and signatory for grant administration.

#### **DISCUSSION:**

For efficiencies and ease in grant administration including invoicing and reporting, the Planning Department is requesting the Plumas County Board of Supervisors submit a notice to DWR in the form of a letter (Attachment 1) naming the Planning Director as the County's designee with signatory authority for the Proposition 1 Round 1 IRWM Implementation grant.

#### **ATTACHMENT:**

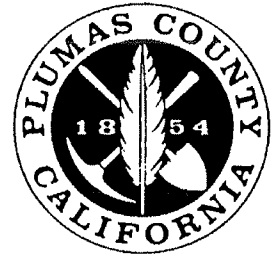
1. Board of Supervisors Letter to DWR RE: Notice of Designee as Authorized Representative Signatory



# BOARD OF SUPERVISORS

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



## VIA ELECTRONIC SUBMITTAL

[Eliana.Camargo@water.ca.gov](mailto:Eliana.Camargo@water.ca.gov)

December 21, 2021

Eliana Camargo  
Environmental Scientist  
Department of Water Resources  
PO Box 942836  
Sacramento, CA 94236-0001

**RE: Notice of Designee as Authorized Representative Signatory**  
Plumas County Proposition 1 Round 1 Integrated Regional Water Management (IRWM)  
Implementation Grant—AGREEMENT NUMBER 4600013818

Dear Ms. Camargo:

Plumas County Board of Supervisors Resolution No. 2020-8490 resolves that the Chair of the Board of Supervisors, or designee, is the authorized representative and signatory for grant administration.

The Plumas County Board of Supervisors respectfully submits this notice naming the Planning Director as the County's designee with signatory authority for the Plumas County Proposition 1 Round 1 IRWM Implementation Grant Agreement Number 4600013818.


Please contact the Planning Director, Tracey Ferguson, AICP, at (530) 283-6214 or [traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com) with any questions.

Sincerely,

Jeff Engel, Chair  
Plumas County Board of Supervisors



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** PROPOSAL FOR ESTABLISHMENT OF A PLANNING COMMISSION  
FACEBOOK PAGE – DISCUSSION AND POSSIBLE ACTION

### **BACKGROUND:**

At the October 21, 2021 meeting of the Planning Commission, Commissioners discussed the possibility of establishing a Facebook page for the Planning Commission with the primary purpose and objective being to transmit timely Planning Commission meeting and other relevant County-related information out to the public in a social media format.

The action taken by Commissioners on October 21, 2021 directed Planning staff to prepare and present a proposal for the establishment of a Planning Commission Facebook page for future action by the Planning Commission.

At the December 2, 2021 meeting of the Planning Commission, Commissioners reviewed and provided comments on the staff-prepared proposal for the establishment of a Planning Commission Facebook page.

Discussion by the County's Information Technology (IT) Department stated the time for setup of the Facebook page would take less than one (1) hour, with little time anticipated for maintenance and technical assistance.

Discussion by County Counsel staff stated no Brown Act issues with all Commissioners having administrative rights to post, as no interaction would occur between Commissioners.

Action was taken by the Commissioners with a motion to modify the proposal, as presented; approved the revised proposal in concept, and directed Planning staff to take the revised Commissioner-approved proposal to the Board of Supervisors for confirmation.

### **DISCUSSION:**

The following proposal describes the intent and contents of establishing a Plumas County Planning Commission Facebook page based on the Commissioners' action at the meeting of December 2, 2021:

- a. Encompasses all five (5) Planning Commission Districts.
- b. Created by the County IT Department, with technical assistance provided as needed.
- c. Page will not have a 'comments' function.
- d. Page will have the 'share' and 'like' functions.
- e. Page will have the 'messenger' function disabled.

- f. Page will include a short narrative explaining the purpose and objective of the page and posts.
- g. Page will include relevant general information about the Planning Commission including the Commissioners' email contact information, when and where the Commission meets.
- h. Page will include a link to the County Planning Commission webpage where agendas and minutes can be found.
- i. Page will post Planning Commission agendas, minutes, and other applicable meeting information and relevant public information.
- j. Administration of the page, including posting rights, will be given to County Planning and IT department staff.
- k. All Planning Commissioners will be given administrative permissions with posting rights.
- l. Planning Commissioners and County staff will abide by any and all Plumas County policies for use of social media.
- m. Planning Commission will revisit proposal including page posts, administration, and maintenance in six (6) months to discuss success and challenges, effectiveness, utility, and ease of use.

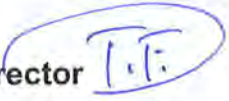
**POSSIBLE ACTIONS:**

1. Confirm proposal, as presented, and direct Planning staff to initiate the development of the Planning Commission Facebook page with the IT Department.
2. Modify proposal as presented, confirm revised proposal, and direct Planning staff to initiate the development of the Planning Commission Facebook page with the IT Department.
3. Deny confirming the proposal.





## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** HAZARD MITIGATION GRANT PROGRAM  
REQUEST TO APPROVE AND AUTHORIZE NOTICE OF INTEREST  
SUBMITTAL FOR BACK FORTY PROJECT PROPOSAL

### **STAFF RECOMMENDATION:**

Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project.

### **BACKGROUND:**

On November 8, 2021 Cal OES announced the 2021 HMGP funding opportunity under the Federal Emergency Management Agency's (FEMA). This opportunity provides funding for communities to implement mitigation activities to reduce risks from natural hazards including wildfire. A key purpose of HMGP is to implement long-term, standalone mitigation measures to reduce the loss of life and property from future disasters. HMGP funding is available after a presidentially declared major disaster, such as the California Wildfire FEMA-4610-DR that includes Plumas County.

Requirements of HMGP funding include:

- Must be a State Agency, Local Government, Federally Recognized Tribe, Private Non-Profit, or Special District
- Must have a FEMA approved Local Hazard Mitigation Plan
- Must be a standalone mitigation solution to mitigate against a natural hazard
- Must be cost beneficial per FEMA regulations
- 75% federal share / 25% local match from non-federal sources (i.e., cash, in-kind, and materials)
- Must be implemented w/in 36 months of award
- Must obtain environmental clearance
- No construction can occur prior to FEMA/Cal OES approval

The first step in funding a FEMA HMGP is the submittal of a Notice of Interest (NOI) to Cal OES. The current NOI submission deadline is December 31, 2021. The NOI process is meant to screen in or out potential sub-applicants and their projects to ensure eligibility.

Cal OES will review NOIs for eligibility and then invite sub-applicants with eligible projects to submit full grant sub-applications by March 10, 2022.

No later than August 24, 2022, Cal OES must announce California Wildfire FEMA-4610-DR projects that have been selected for further review by FEMA. FEMA will review the submitted applications including programmatic and environmental and historic preservation (EHP) compliance prior to obligating funds post 2023.

## **DISCUSSION:**

As a local government with a single jurisdiction FEMA-approved Local Hazard Mitigation Plan (LHMP), Plumas County is an eligible sub-applicant for HMGP funding. Lorin Sabin, Branch Director for Recovery under the Cal OES Hazard Mitigation Branch, and staff have been working with the Disaster Recovery Operations Center (DROC) and County staff to provide technical assistance with the process to develop a HMGP NOI and sub-application.

The HMGP project type proposed in Plumas County—referred to by FEMA as “Back Forty”—is “wildfire mitigation” and “post-fire vegetation management” activities to specifically remove dead trees and fuels on Non Industrial Private Forests (NIPF) that do not qualify as hazard trees under the Cal OES Hazard Tree Removal Program. NIPF’s represent a smaller but significant segment of the Beckwourth Complex and Dixie fire areas, located in high severity burn areas with a large impact on local citizens, communities, and forest resources.

Coarse regional analysis considering ownership data, pre-fire forest conditions, and fire severity indicates that over 35,000 acres of non-industrial private forestlands were impacted by these fires. Of this total, over 19,000 acres burned at moderate and high fire severities that likely necessitate dead tree removal and post-fire fuel treatment. Through communications with the Feather River Resource Conservation District and the University of California Cooperative Extension, County staff is aware of numerous interested landowners that have lost hundreds and thousands of trees, and where the removal of these dead trees and other fire mitigation and preventative fuels reduction activities is highly beneficial, but cost prohibitive.

The Feather River Resource Conservation District and the University of California Cooperative Extension, among other agencies such as the Sierra Institute for Community and Environment, Plumas County Fire Safe Council, and Feather River Land Trust have expressed interest in working in partnership with the County, where one for more of these organizations would act as the lead in implementing and managing the Back Forty HMGP Project for Plumas County.

Specific to the 25% local match requirement, the Feather River Resource Conservation District, in partnership with Plumas County and others such as the University of California Cooperative Extension, Sierra Institute for Community and Environment, Plumas County Fire Safe Council, Maidu Summit Consortium, and the Natural Resources Conservation Service, is submitting a grant proposal to CALFIRE this month (December 2021) for post fire vegetation management and reforestation assistance funding to NIPF landowners to increase the pace and scale of wildfire restoration. Their proposal centers around the formation of an Emergency Forest Restoration Team (EFoRT) as decreed in the Governor’s “California Wildfire Forest Resilience Action Plan” (January 2021); Action Item 1.14 - “CALFIRE and other State agencies will explore the potential for developing emergency forest restoration teams to assist small landowners impacted by wildfires with funding and expertise to restore their properties and help prevent further damage to life, property and natural resources.” County staff is proposing to use CALFIRE EFoRT state funds as the match (in-kind) for the Back Forty Project.

It should be noted that El Dorado County is currently proposing to undertake a similar Back Forty Project for the Caldor Fire area and Butte County has implemented a comparable wildfire mitigation and post-fire vegetation management project for the Camp Fire. Should the Board of Supervisors authorize the submittal of a NOI, Plumas County would initiate communication with El Dorado and Butte counties to learn more about their successes and challenges in scoping and implementing a Back Forty fire mitigation project. Further, the consultant hired by the Board of Supervisors for post fire disaster recovery management services has in their scope of work assistance to the County with expert knowledge in the development, submittal, and management of federal and state grants such as HMGP.

## **ATTACHMENT:**

Cal OES California Hazard Mitigation Grant Program Notice of Funding Opportunity Program Overview



# California Hazard Mitigation Grant Program

## Notice of Funding Opportunity



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES



### TIMELINE FOR HMGP FUNDING OPPORTUNITY

#### 2021 HMGP notice of funding opportunity released

November 8, 2021

#### NOIs due to Cal OES via the Engage Cal OES Portal

December 31, 2021

#### Subapplications due to Cal OES via the Engage Cal OES Portal

March 10, 2022

#### Cal OES announces project selections for further review by FEMA

Late summer/early fall 2022

#### FEMA awards projects after completing programmatic and EHP reviews

2023 onward

### CONTACT

Cal OES Hazard Mitigation

[HMA@caloes.ca.gov](mailto:HMA@caloes.ca.gov)

[www.caloes.ca.gov](http://www.caloes.ca.gov)

The Cal OES website contains important resources, dates of upcoming subapplication development webinars, and the most up-to-date timelines.

Subscribe to our listserv [here!](#)

## Program Overview

The CA Governor's Office of Emergency Services (Cal OES) is pleased to announce the 2021 funding opportunity for FEMA's Hazard Mitigation Grant Program (HMGP).

This opportunity provides funding for communities to implement mitigation activities to reduce risk to life and property from natural hazards. In CA, natural hazards include wildfire, earthquake, drought, extreme weather, flooding, and other impacts of climate change. HMGP funding can also support the development of Local Hazard Mitigation Plans (LHMP) and project scoping activities.

Projects must be eligible, feasible, and cost effective per FEMA's Hazard Mitigation Assistance Guidance. Projects must be stand-alone activities that will reduce risk as their primary benefit, but Cal OES strongly encourages the submission of projects that achieve multiple benefits.

### APPLICATION PROCESS

Interested applicants must submit a Notice of Interest (NOI) via the Engage Cal OES Portal prior to submitting a subapplication. All NOIs must be submitted by the posted deadline. NOIs submitted after this date will be considered for the next available funding opportunity.

Cal OES will review NOIs for eligibility and then invite subapplicants with eligible projects to submit full grant subapplications, also via the Engage Cal OES Portal. Cal OES will review all subapplications and submit projects to FEMA in accordance with the State's priorities (see page 2). Cal OES will retain eligible subapplications that are not initially selected for submission to FEMA for future consideration when funding becomes available.

FEMA will then review the submitted applications for programmatic and environmental and historic preservation (EHP) compliance prior to obligating funds.

### ELIGIBLE SUBAPPLICANTS

Eligible subapplicants from all 58 counties are eligible to apply, including:

#### Subapplicants

State Agencies

Federally-Recognized Tribes

Local Governments/Communities

Private Non-Profit Organizations

Subapplicants must have a FEMA-approved local or tribal hazard mitigation plan in order to be eligible. Private nonprofit organizations are not subject to this requirement, but the County in which they are located must meet the LHMP requirement.



## COST SHARE

The total cost to implement approved mitigation activities is funded by a combination of Federal and non-Federal sources. HMA funds may be used to pay up to 75 percent of the total eligible activity costs. The remaining 25 percent of eligible activity costs must be derived from non-Federal sources. Contributions of cash, third-party in-kind services, materials, or any combination thereof, may be accepted as part of the non-Federal cost share (local match).

## FUNDING PRIORITIES

Cal OES will select projects for funding based on the following priorities. Subapplicants should clearly describe how their project meets these criteria within their project scope of work.

1. Projects that will create or update LHMPs.
2. Large projects (>\$10M in federal share) that achieve one or more of the following objectives:
  - Protect a disadvantaged community;
  - Implement a nature-based solution to reduce risk and/or advance climate adaption goals;
  - Advance whole community risk reduction;
  - Protect large critical infrastructure;
  - Implement home hardening and/or large-scale community defensible space projects; and/or
  - Enhance resiliency by complimenting previously implemented mitigation actions (previous actions do not need to be funded through Cal OES but should be described in detail).
3. Small projects (<\$10M in federal share) that achieve the following objectives:
  - Protect a disadvantaged community;
  - Implement a nature-based solution to reduce risk and/or advance climate adaption goals;
  - Advance whole community risk reduction;
  - Protect large critical infrastructure;
  - Implement home hardening and/or large-scale community defensible space projects; and/or
  - Enhance resiliency by complimenting previously implemented mitigation actions (previous actions do not need to be funded through Cal OES but should be described in detail).
4. All other eligible projects.

## APPLICATION SUBMISSION TIPS

- For helpful tips, FAQs, and detailed information about how to submit your NOI, please see the [NOI User Guide](#).
- Using Google Chrome or Microsoft Edge as your browser, click this link to access the NOI Submission portal: [HMGP Notice of Interest](#).
- Please see the [FEMA Hazard Mitigation Assistance Guidance](#) for full details on project eligibility and other requirements.
- All contracts and purchases must comply with Federal procurement guidelines outlined in 2 CFR 200 to be eligible for reimbursement.
  - Pre-award costs (including the development of the subapplication) are eligible for reimbursement upon award if all procurements adhered to federal policies. This includes competitively procuring any contractor support used to develop the subapplication or plan a project.
  - In accordance with 2 CFR 200, contractors who assist with subapplication development will be ineligible to compete for further contracts on the same award.

## TECHNICAL ASSISTANCE


Cal OES is pleased to provide technical assistance to interested subapplicants. Our subject matter experts are available to discuss project eligibility, benefit cost analysis, technical feasibility, EHP requirements, the application process, or other related matters. Please reach out to [HMA@caloes.ca.gov](mailto:HMA@caloes.ca.gov) with questions or to schedule a call.







## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director   
**MEETING DATE:** December 21, 2021  
**SUBJECT:** SIERRA VALLEY GROUNDWATER SUSTAINABILITY PLAN  
PREPARATION AND JANUARY 31, 2022 SUBMITTAL DEADLINE TO  
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

### **STAFF RECOMMENDATION:**

Discuss the preparation of the Public Review Draft Sierra Valley Groundwater Sustainability Plan (GSP) under the Sustainable Groundwater Management Act (SGMA) including the County's role with the January 31, 2022 submittal deadline to California Department of Water Resources (DWR) and receive public comment.

### **BACKGROUND:**

In 2014, Governor Brown signed into law a package of bills (Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739) collectively called the Sustainable Groundwater Management Act (SGMA). The intent of SGMA is to create a "framework for sustainable groundwater management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results." Groundwater basins ranked as medium-priority and high-priority are required to form Groundwater Sustainability Agencies (GSAs) to develop a Groundwater Sustainability Plan (GSP) that includes:

1. data collection and analysis;
2. integrated hydrologic modeling;
3. drafting of a basin setting;
4. development of sustainable management criteria based on basin conditions to avoid significant and unreasonable undesirable results for the applicable Sierra Valley sustainability indicators (i.e., lowering groundwater levels, reduction in storage, degraded groundwater quality, land subsidence, and surface water depletion);
5. development of project management actions; and
6. discussion of plan implementation.

The Sierra Valley groundwater basin is a medium-priority basin. A Memorandum of Understanding (MOU), Attachment 1, by and between the SVGMD and Plumas County was made and entered into on January 8, 2019 to establish and facilitate a cooperative and ongoing working relationship between the County and the District, as co-GSAs, to develop a single Sierra Valley GSP.

In March 2020, the SVGMD was awarded a \$2M dollar Proposition 68 Sustainable Groundwater Management (SGM) Grant from DWR to prepare a GSP. In August 2020, the SVGMD hired the Larry Walker Associates (LWA) consulting team to lead the preparation of the GSP.



## **STAKEHOLDER OUTREACH:**

SGMA requires GSAs to consider the interests relating to the uses and users of groundwater. The GSAs must state how the perspectives of interested parties will inform the operations of the GSAs, as well as the development of the GSP. These interested parties include a wide range of governmental entities, water users, water systems, California Native American tribes, and economic and environmental considerations. Also, GSAs “shall encourage the active involvement of diverse social, cultural, and economic” perspectives.

In addition to holding a handful of public workshops, a Technical Advisory Committee (TAC) was established to bring multiple perspectives into the development of the GSP. The TAC has met on over fifteen (15) occasions during the past year to discuss and provide feedback and recommendations to the SVGMD Board of Directors. Tracey Ferguson, Planning Director, represented Plumas County's interests on the TAC. Additional County representation on the TAC included the Agricultural Commissioner and Environmental Health Director.

## **PLUMAS COUNTY GSA AREA OF RESPONSIBILITY:**

The hydrologically important area in which Plumas County is responsible, as a GSA, is a small (115-acre) but meaningful portion within the Sierra Valley groundwater basin boundaries, located outside of the SVGMD's boundaries, west of the County Road A23 bridge, and stretches downstream to an area east of Rocky Point. Generally referred to as the “sliver,” this area is owned by the Plumas National Forest (PNF) and includes the area along the federally designated Wild and Scenic River corridor of the Middle Fork of the Feather River with cultural connections to the Maidu, Paiute, and Washoe tribes (Attachment 2). This area also consist of a cattle grazing allotment managed by PNF and an irrigation water right from Grizzly Creek near its confluence with the Middle Fork Feather River.

Over the past several months, Plumas County has worked in cooperation with PNF to prepare a narrative for Chapter 2, Plan Area and Basin Setting, to describe the “sliver” area's Tribal heritage and Sierra Valley's post-settlement history. Included with this effort was dedicated Tribal outreach. Plumas County utilized the DWR Engagement with Tribal Governments document that provided general guidance regarding how and when to engage with Tribal governments. As part of DWR's guidance document, the recommended communication and engagement procedures for Tribes starts with contacting the Native American Heritage Commission (NAHC) to identify the appropriate Tribal entities for notification and engagement outreach. The NAHC was contacted by Plumas County and a list of Tribes with traditional lands or cultural places located in Sierra Valley was provided. Communications by email, phone, and mail were made to twelve (12) Tribes to notify them of the GSP planning process, to invite them to participate, and to confirm that Tribal engagement is directed by individual Tribes, with interested Tribes communicating their preferred methods of contact and pathways of engagement. Follow up with individual Tribes was conducted and tailored to the specific Tribal responses received.

## **DISCUSSION:**

Attachment 3 describes an overview of the GSP Public Review Draft, chapter by chapter. The entire Public Review Draft, including an Executive Summary, can be found on the SVGMD's website at:

<https://www.sierravalleygmd.org/gsp-documents>

The SVGMD anticipates holding a public hearing on the GSP on December 20, 2021 and again on January 17, 2022 for consideration of adoption and submittal of the GSP to DWR. The Plumas County Board of Supervisors anticipates consideration of adoption and submittal of the GSP to DWR on January 18, 2022. The adopted GSP submittal deadline to DWR is January 31, 2022.

## **ATTACHMENTS:**

1. Plumas County and SVGMD MOU (January 8, 2019)
2. SVGMD Basin Boundary and “Sliver” Area (Maps)
3. Overview of the Sierra Valley GSP Public Review Draft

MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES IN THE SIERRA  
VALLEY GROUNDWATER BASIN AS RELATED TO THE SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on January 8, 2019 by and between the County of Plumas ("County" herein) and the Sierra Valley Groundwater Management District ("District" herein), each a "Party" and collectively the "Parties").

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739 known collectively as the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans ("GSP") that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, the Department of Water Resources (DWR) granted the Sierra Valley Groundwater Management District GSA authority over the portion of Sierra Valley Groundwater Basin within the District's boundaries on 4-1-2017; and

WHEREAS, the Department of Water Resources (DWR) granted Plumas County GSA authority over portions of the Sierra Valley Groundwater Basin outside of the District boundary and within Plumas County on 4-14-2017; and

NOW THEREFORE, incorporating the above recitals herein it is mutually understood and agreed as follows:

1. PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to develop a single Sierra Valley GSP that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Sierra Valley Groundwater Basin designated in DWR Bulletin 118 and to prepare and adopt a SGMA compliant GSP prior to the January 31, 2022 deadline set under SGMA.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science and local expertise that will drive the development of the sustainability goals of the basin as outlined under SGMA.

2. TERM. This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.

3. AMENDING THE MOU. This MOU hereto may only be amended by subsequent writing, approved and signed by all Parties.

4. HOLD HARMLESS. No Party, not any officer or employees of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party in connection with this MOU.

SIERRA VALLEY  
GROUNDWATER  
MANAGEMENT DISTRICT

COUNTY OF PLUMAS


By: 

By: 

DATE: 2/11/19

DATE: 1/8/19

Approved as to form:

  
R. Craig Settlemyre  
Plumas County Counsel

AGREEMENT NO. \_\_\_\_\_

R. 12 E. R. 13 E. R. 14 E. R. 15 E. R. 16 E.

# SIERRA VALLEY GROUNDWATER BASIN BOUNDARY

T. 25 N.

T. 24 N.

T. 23 N.

T. 22 N.

T. 21 N.

Lassen County

Lassen County  
Sierra County

Plumas County  
Sierra County

Sierra City

Nevada County



PLUMAS COUNTY GIS  
655 Main Street / Quincy, CA 95971  
(530) 283-7011  
www.plumascounty.us

Plot Date: 9/15/2020

Map produced by Plumas County GIS Division  
Mapper: Becky Olson File: Sierra\_Valley\_GW\_Basin\_11\_20.mxd  
Data Sources: Plumas County Framework Data, CA DOT  
Projection: California State Plane Zone 1 NAD 1983



0 1 2 3 4 5 6 Miles

## Legend

- ▲ Community
- Railroad
- State Highway
- County Route
- Road
- City of Portola
- Plumas County Responsibility
- Sierra Valley GW Mngmt District
- Watershed Boundary
- Ground Water Basin Boundary
- County Boundary

**Disclaimer**  
Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation, however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpolated or updated by Plumas County GIS. This map is data specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.







## Sierra Valley Groundwater Sustainability Plan Overview of the Public Review Draft

### Chapter 1: Introduction

Chapter 1 presents the background, context and elements of the Sierra Valley GSP. It is 10 pages long and describes:

- the Groundwater Sustainability Management Act (SGMA),
- the purpose of the GSP,
- the Groundwater Sustainability Agencies for Sierra Valley (Sierra Valley Groundwater Management District and Plumas County), and their respective organizational structures and legal authorities,
- the Sustainability Goal for Sierra Valley Subbasin,
- estimated costs for implementing the GSP, and
- the sections of the GSP.

#### ***Purpose of the GSP***

A GSP describes: the past, present and anticipated future characteristics and conditions of a groundwater basin; groundwater uses and users; criteria for managing groundwater sustainably (Sustainable Management Criteria); Projects and Management Actions to achieve sustainable groundwater management; and an implementation plan.

The ultimate objective for sustainable groundwater management is to prevent the following undesirable results from occurring:

1. Chronic lowering of groundwater levels
2. Significant and unreasonable reduction of groundwater storage (amount of groundwater that is stored)
3. Significant and unreasonable seawater intrusion (*not applicable to Sierra Valley*)
4. Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies
5. Significant and unreasonable land subsidence that substantially interferes with surface land uses
6. Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of that interconnected surface water

#### ***Sustainability Goal***

To manage groundwater resources in a manner that best supports the long-term health of the people, the environment, and the economy of Sierra Valley









## Sierra Valley Groundwater Sustainability Plan Overview of the Public Review Draft

### Chapter 3: Sustainable Management Criteria

Chapter 3 is 55 pages long, which includes about 15-20 pages of figures and tables.

The following is a high-level overview of the chapter. For a recap of the Sustainable Management Criteria (SMCs) associated with each objective (groundwater levels, groundwater quality, subsidence, and interconnected surface water / groundwater dependent ecosystems), go to: [www.sierravalleygmd.org/files/d4e1daec2/SVTAC-Recap-Sustainable-Mgmt-Criteria.pdf](http://www.sierravalleygmd.org/files/d4e1daec2/SVTAC-Recap-Sustainable-Mgmt-Criteria.pdf)

#### ***Sustainable Management Criteria (SMCs)***

SMCs establish targets that support sustainable groundwater management.

- **Measurable Objectives** (MOs) indicate the desired target for maintaining a specific groundwater condition. These management objectives should be attained, or getting close to attainment, by 2042. MOs are established for each Representative Monitoring Point (e.g., each specific well) for the planning and implementation period.

- **Minimum Thresholds** (MTs) set a level which, when exceeded, would result in Undesirable Results. While Minimum Thresholds might be exceeded for a short time during the GSP implementation phase – they should not be exceeded after 2042.

Minimum Thresholds are often established to reflect historical conditions at, or near, their worst. MTs are established for each Representative Monitoring Point (e.g., each specific well) for the planning and implementation period.

- **Undesirable Results** describe the outcomes deemed to be “significant and unreasonable.” Undesirable results are identified by the GSAs and basin stakeholders.

For groundwater levels, it is proposed that Undesirable Results be defined as occurring if 25% of Fall low groundwater level observations (i.e., the minimum groundwater level in any given water year) in any of the Representative Monitoring Points (e.g., wells) decrease below their established MTs for two consecutive years (e.g., 25% of RMPs (wells) fall below MTs for two consecutive years).

**Triggers** may also be established at levels above the Minimum Thresholds to provide advance notice for when conditions may be approaching the Minimum Threshold level. This allows the GSAs to assess groundwater conditions and determine whether any management action is required at that time.

Generally, **Sustainable Management Criteria** are set to ensure that groundwater conditions are maintained at or above January 2015 levels.

- Minimum Thresholds are set at, or close to, conditions recorded in January 2015
- Measurable Objectives are established at levels representing improved groundwater conditions. The levels are set to provide enough cushion that routine fluctuations in groundwater conditions would not result in exceeding the Minimum Threshold.





## Sierra Valley Groundwater Sustainability Plan Overview of the Public Review Draft

### Chapter 4: Projects and Management Actions

Chapter 4 (46 pages, which includes 8 pages of tables) provides an overview and description of current and potential Projects and Management Actions (PMAs) to help attain sustainable groundwater management.

- Existing PMAs include a brief discussion of the current practice and potential enhancements
- Potential PMAs encompass a range of possible options that could be considered for attaining sustainable groundwater conditions (e.g., achieving Measurable Objectives and avoiding Minimum Threshold levels)

As PMAs are being considered for implementation, additional evaluation will be needed of the costs, benefits, feasibility and scope of each PMA.

**Projects** refer to capital investments in physical infrastructure or restoration.

**Management actions** represent programs or policies that do not involve infrastructure or capital improvements.

PMAs generally are associated with three broad categories of outcomes:

- Supply augmentation
- Demand management
- Data and information

Each PMA includes a high-level write-up including: project description, measurable objective, public noticing, permitting and regulatory process, schedule for implementation, implementation, expected benefits, legal authority, and estimated costs and funding plan.

While this write-up is intended to better define each PMA, any PMA that advances would need additional evaluation and discussion on costs, benefits, secondary outcomes and proposed scale for implementation.



## Sierra Valley Groundwater Sustainability Plan Overview of the Public Review Draft

### Chapter 5: Implementation

Chapter 5 (18 pages, with 8 pages of figures and tables) focuses on the responsibilities and requirements for GSP implementation and associated costs. Specific aspects include:

- **Management and Administration:** This covers the administrative, technical and financial tasks associated with completing GSP tasks, and explains the requirements for submitting annual reports and five-year updates.
- **Monitoring and Data Activities:** This encompasses all elements of monitoring such as: taking measurements, installing or repairing equipment, data analysis, reporting, and updates to the Sierra Valley Integrated Hydrologic Model.
- **Projects and Management Actions (PMAs):** The GSP provides a proposed approach for evaluating and prioritizing PMAs based on expected effectiveness, ease of implementation, and cost and level of support. This preliminary prioritization will be initiated immediately after submission of the GSP to provide the GSAs with enough time to evaluate project feasibility and include the selected projects into future funding requests. The GSAs are expected to continue to refine this prioritization as more information on the feasibility, costs, and anticipated benefits become available for the PMAs.
- **Coordination, Outreach and Engagement:** Coordination will be needed between the GSAs and planning partners and agencies on policies, programs and initiatives that may impact sustainable groundwater management in the Sierra Valley Subbasin.

#### Estimate of GSP Implementation Costs and Discussion of Funding Opportunities

An initial projection of annual costs for GSP implementation will likely range between \$68,500 - \$142,000. Costs for PMAs are not included, since costs are still being developed and it is likely that they will be funded through future available grants.

Appendix 5-2 describes possible funding sources and mechanisms.

#### Schedule for Implementation

Chapter 5 also presents two timelines:

- one for annual GSP implementation tasks through 2042
- one for PMA implementation tasks through 2026, with a quarterly breakdown for 2022





**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



**Date:** December 13, 2021  
**To:** Honorable Board of Supervisors  
**From:** Dana Loomis, Director  
**Cc:** Nancy Selvage, HR Director  
**Agenda:** Item for December 21, 2021

**Recommendation:** Approve and direct Human Resources to recruit for an allocated and budgeted 1.00 FTE Registered Nurse or Public Health Nurse I/II/III.

**Background and Discussion:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The current vacancy has resulted in a serious shortage of available staff to meet essential services. It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

**Fiscal Impact:** There is no fiscal impact to the General Fund as this position request is fully funded by contracts for the 21-22 fiscal year. Filling this position helps PCPHA draw down grant revenue, which in turn help support the county general fund by nearly half a million dollars in overhead payments.

A copy of the Critical Staffing Request and organizational chart is attached for your review.

Please contact me should you have any questions, or need additional information. Thank you.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HR- PHN, RN 12-21.doc

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: 12/13/21

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: 1.00 FTE Public Health Nurse I/II/III or Registered Nurse I/II

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO     

<b>For Committee use only</b>
-------------------------------

Date of Committee Review: \_\_\_\_\_

Determination of Committee?                      \_\_\_\_\_ Recommended  
   \_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

## **QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

The PHN or RN I/II or LVN I/II- This position will provide clinic and program support for the nursing division.

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

All position are budgeted and funded in the current year.

There are many technical aspects to public health vacant positions that require extensive training. We are currently experiencing a nursing staff shortage. Ongoing vacancies can cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

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

The negative impacts to our agency will exacerbate as the vacancies continue.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

Not filling the position will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors.

- **A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

Staffing shortages in our clinic division have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

No.

- **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

No.

- **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

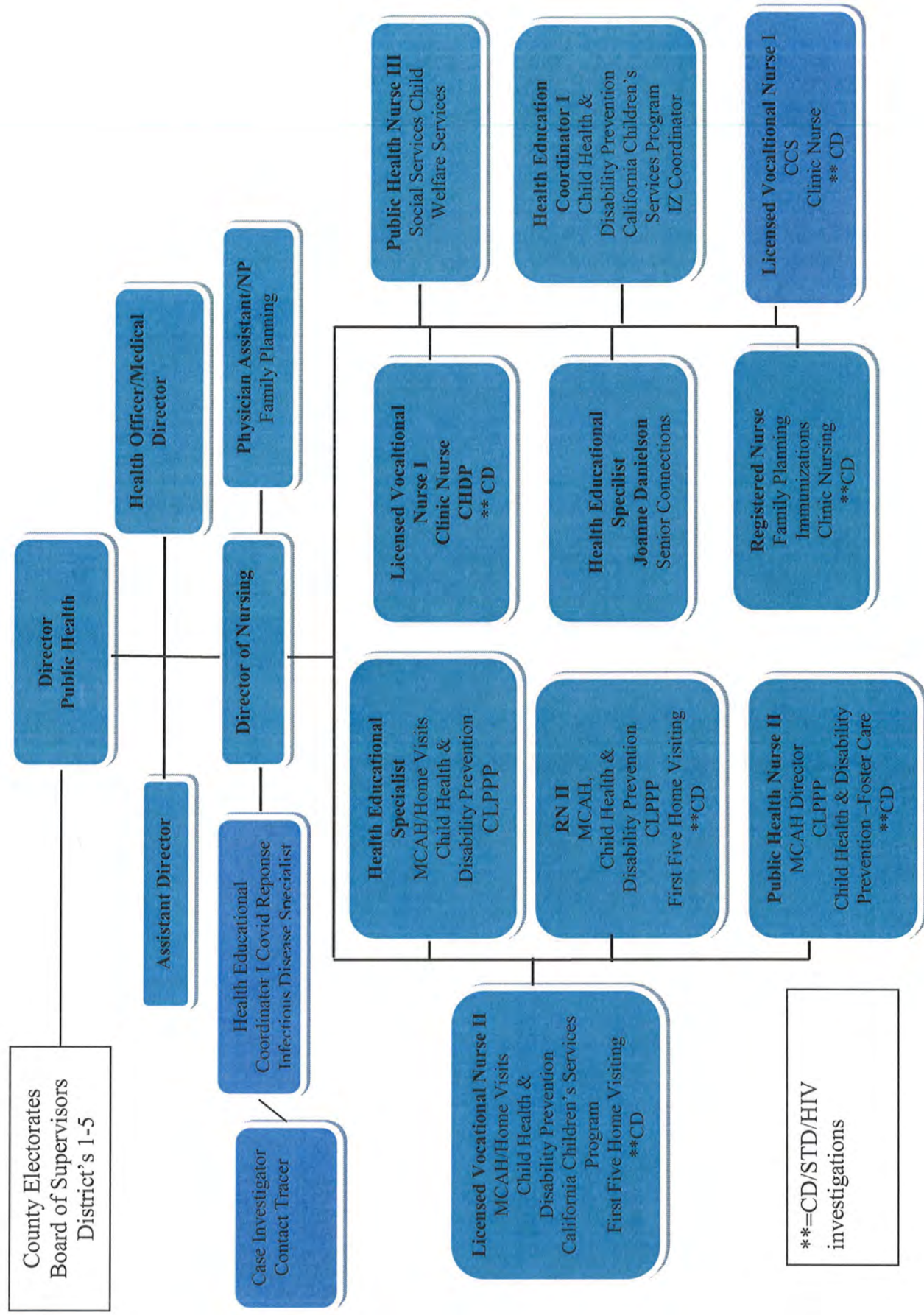
N/A. All positions requested are fully funded by contracts, or contract extensions, for the 21-22 fiscal year. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 17/18	Total Cash Reserves	\$ 575,661
FY 18/19	Total Cash Reserves	\$ 582,102
FY 19/20	Total Cash Reserves	\$1,410,133

# PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3







## PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



**To:** Honorable Board of Supervisors

**From:** Dr. Dana Loomis, Director

**Cc:** Nancy Selvage

**Agenda:** Item for December 21, 2021

**Recommendation:** Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation for the TEMPORARY COVID POSITIONS (Budget Unit 70560) to add a 2.00 FTE to the Health Education Series positions through July 31, 2023, and authorize Human Resources to recruit and fill the positions.

**Background Information:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The Covid-19 pandemic has caused our staff to take on much more than they ever have and resulted in staff not being able to meet the deliverables of other essential service programs.

The following two temporary Covid Positions will end on July 31, 2023.

1.00 FTE Health Education Coordinator/Public Information Officer (PIO). The PIO will perform activities in support of public and media relations, community outreach and education efforts, such as developing press releases and other written materials, developing web and social media content and designing and implementing promotional and marketing campaigns. The PIO will increase awareness of County departmental services and proactively establish and maintain productive relationships between County department(s) and the community, partners, and stakeholders.

FTE Health Education Coordinator/Health Equity Officer (HEO). The HEO will perform activities in support of equity, community outreach, and education efforts. The HEO will lead efforts to ensure commitment to inclusion and equity. Additionally, they engage with Plumas County residents, stakeholders, and community partners to build trust and improve the County and department's understanding of experiences, strengths, and needs of individuals and groups. Furthermore, the HEO supports strategies to understand and address disparities in outcomes for diverse populations associated with the services delivered by the County and department.

It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, and to continue services to multiple different vulnerable populations.

**Fiscal Impact:** There is no fiscal impact to the General Fund as these positions will be funded through the Programs in Public Health.

Please contact me should you have any questions, or need additional information. Thank you.



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>



**RESOLUTION NO: 21-\_\_\_\_\_**

**RESOLUTION TO AMEND FISCAL YEAR 2021-2022 PLUMAS COUNTY  
POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY,  
BUDGET UNIT 70560 COVID.**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

**WHEREAS**, during the Fiscal Year needs may arise to amend the Position Allocation;  
and

**WHEREAS**, these positions are necessary for Public Health's coordination of COVID vaccination clinics for the county through July 31, 2023; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2021-2022 Position Allocation adding a 2.00 FTE to the Health Education series; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2021-2022 to reflect the following:

<b><u>Budget Unit 70560</u></b>	<b><u>Current FTE</u></b>	<b><u>Change</u></b>	<b><u>New FTE</u></b>
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	4.00	+2.00	6.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 21<sup>st</sup> day of December 2021 by the following vote:

AYES: Supervisors:  
NOES: Supervisors:  
ABSENT: Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk, Board of Supervisors

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
 John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director

**AGENDA REQUEST**

for the December 21, 2021 meeting of the Plumas County Board of Supervisors

Date: December 13, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read 'John Mannle', is written over the 'From:' line.

Subject: Cost Adjustment Requested by Supplier for delivery of deicer sand for Maintenance District 1, 2, 4 and LaPorte, Discussion and possible action.

**BACKGROUND:**

On April 22, 2021, bids were received for yearly deicer sand. Sierra Cascade Aggregates & Asphalt was awarded the bid for 3,950 tons of deicer sand for total price of \$74,056.13. Purchase Order number 2483 was issued July 1, 2021. Approximately 1,433 tons of deicer sand are being delivered within the next month and the supplier has noted associated additional fuel and time cost for deliveries.

Sierra Cascade Aggregates & Asphalts has requested an additional \$16,340.95 due to rise in fuel costs over the summer and the additional time it takes to deliver to Quincy, Greenville, LaPorte and Beckwourth due to the Caltrans' operations on the State Highways after the Dixie Fire. This increase could not have been predicted at the time bids were submitted in April 2021. See attached letter and change order request spreadsheet showing additional cost of \$16,340.95

Deicer sand is critical for safety on icy roads and at time of writing this agenda request, much of the sand has been delivered at the additional cost for fuel and time in traffic control.

The 2021-22 budget for sand is \$80,000. Staff proposes a budget transfer from Professional Services to Deicer sand in the amount of \$17,000.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair to approve change order purchase order to Sierra Cascade Aggregates & Asphalts due to fuel cost increases and labor time in the amount of \$16,340.95.

Attachment: Letter from Sierra Cascade and spreadsheet showing additional costs  
 Purchase Order to Sierra Cascade  
 Change Order Purchase Order



December 7, 2021

Plumas County Department of Public Works  
1834 East Main Street  
Quincy CA 95971  
Attn: Mr. Joe Blackwell

Subject: Plumas County Delcing Sand Delivery 2021 Change Order Request for Purchase Order Number 2483

Dear Mr. Blackwell,

Sierra Cascade Aggregate & Asphalt Products, Inc. respectfully requests a change order to Purchase Order Number 2483 due to increased fuel costs and roadwork delays due to the Dixie Fire clean up.

I am requesting a fuel surcharge of \$1.10 per ton, and a standby hard cost of \$65.00 per hour due to these unforeseen costs and circumstances. I have included a spreadsheet with our cost breakdown.

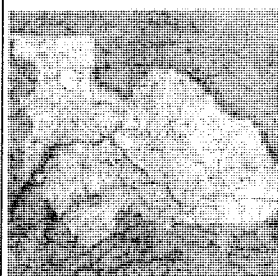
Thank you,

  
Caleb Holland  
President

PO Box 1193 · Chester · CA · 96020  
Phone (530) 258-4555 · Fax (530) 258-4246  
[office@sierracascadeinc.com](mailto:office@sierracascadeinc.com)

Plumas County Delcer Sand 2021  
Change Order Request

<u>Location</u>	<u>Price Delivered</u>	<u>Tons Ordered</u>	<u>Average Time per Round 2021</u>	<u>Average Time per Round Normal Year</u>	<u>Difference</u>
Beckwourth	\$14.75	800	6 hrs	4 hours	2 hrs
Greenville	\$20.00	600	2.25 hrs	1.5 hours	.75 hrs
Chester	\$23.00	800	.5 hrs	No Change	
Quincy	\$12.90	1500	3.25 hrs	2.25 hours	1 hr
La Porte	\$30.00	250	7.75 hrs	5 hours	2.75 hrs
<b>Tons Invoiced</b>	<b>Tons Remaining</b>	<b>Fuel Surcharge</b>			
2446.07	1433.2	\$1.10			<b>Total : \$4,267.20</b>
<b>Standby Average per Location</b>	<b>Loads Delivered</b>	<b>Standby hours</b>	<b>Hard Standby Price</b>		
Beckwourth	35	2	\$65.00		\$4,550.00
Greenville	27	0.75	\$65.00		\$1,316.25
Chester	No Change		\$65.00		0
Quincy	68	1	\$65.00		\$4,420.00
La Porte	10	2.75	\$65.00		<u>\$1,787.50</u>
				<b>Total Standby:</b>	<b>\$12,073.75</b>
<b>Grand Total fuel surcharge and standby:</b>					<b>\$16,340.95</b>



Ship and Bill to same address

# Plumas County Department of Public Works

1834 East Main St - Quincy, CA 95971

Quincy Office - Phone: (530) 283-6268 Fax: (530) 283-6323

Mechanic's Shop - Phone: (530) 283-6496 Fax: (530) 283-6017

## PURCHASE ORDER

Pursuant to Plumas County Purchasing Policy

(See Reverse or Attachment for Terms and Conditions)



DATE: July 1, 2021

PO # 2483

District: ( ) Main Office ( ) Mechanic Shop ( ) D1 ( ) D2 ( ) D3 ( ) D4 ( ) D5 ( ) LP

Purchaser: PRINT: JOE BLACKLELL  
PHONE: 530-283-6491

SIGNATURE: [Signature]  
E-MAIL: JOE.BLACKLELL@COUNTYOFPLUMAS.COM

Vendor: NAME: SCAA  
ADDRESS: PO BOX 1193  
CHESTER CA. 96021

CONTACT: CALEB HOLLAND  
PHONE #: 258-4555  
FAX #: 258-4246  
EMAIL: \_\_\_\_\_

Freight Charges: ☐ No ☐ Yes \$ DELIVERIES M-TH 7:00-5:00

Special Instructions: CALL TO SCHEDULE

Charge to	Part Number	Description	Quantity	Cost/Each	Cost
D-1 #6	3/8 DECKER	SAND PER BID	800TON	14.75	11,800.-
	BECKWORTH	DAN 832-5232			
D-2 #6	" "	SAND PER BID	600TON	20.00	12,000.-
	GREENVILLE	CHIP 284-7921			
D-3 #6	" "	SAND PER BID	800TON	23.00	18,400.-
	CHESTER	RUSS 258-2926			
D-4 #6	3/8 DECKER	SAND PER BID	1,500TON	12.90	19,350.-
	QUINCY	JANICE 283-6497			
LP #6	3/8 DECKER	SAND PER BID	250TON	30.00	7,500.-
	LADARTE	TOM 675-2781			

[Signature] Director Date: 6/28/21  
Approval by Department Purchase Agent Designee:

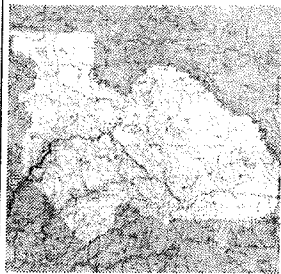
Date: \_\_\_\_\_  
Approval by County Purchase Agent Designee: (If over \$5,000)

[Signature] Date: 7-8-2021  
BOS Chair, Acting as Purchasing Officer

Subtotal	69,050.-
725 Tax	5,006.13
Freight	INC.
Total	74,056.13

Vendor #2: \_\_\_\_\_

Vendor #3: \_\_\_\_\_



Ship and Bill to same address

# Plumas County Department of Public Works

1834 East Main St – Quincy, CA 95971

Quincy Office - Phone: (530) 283-6268 Fax: (530) 283-6323

Mechanic's Shop - Phone: (530) 283-6496 Fax: (530) 283-6017

## PURCHASE ORDER

Pursuant to Plumas County Purchasing Policy  
(See Reverse or Attachment for Terms and Conditions)



DATE: Dec. 10, 2021

PO № 2702

District: ( ) Main Office ( ) Mechanic Shop ( ) D1 ( ) D2 ( ) D3 ( ) D4 ( ) D5 ( ) LP

Purchaser: PRINT: Rob Thorman  
PHONE: 530-283-6495

SIGNATURE: [Signature]  
E-MAIL: rob.thorman@countyofplumas.com

Vendor: NAME: SCAA  
ADDRESS: Po Box 1193  
Chester, CA 96021

CONTACT: Caleb Holland  
PHONE #: 258-4555  
FAX #: 258-4246  
EMAIL: \_\_\_\_\_

Freight Charges: ☐ No ☐ Yes \$ included

Special Instructions: \_\_\_\_\_

Charge to	Part Number	Description	Quantity	Cost/Each	Cost
D1 #6	3/8 Deicer	Add. fuel surch. & added delivery hours per change order request			6158.10
D2 #6					1781.45
D4 #6					5982.15
LP #6					2419.25
Date: _____				Subtotal	16340.95
Approval by Department Purchase Agent Designee: _____				Tax	NA
Date: _____				Freight	Inc.
Approval by County Purchase Agent Designee: (If over \$5,000)				Total	16340.95
Date: _____					

BOS Chair, Acting as Purchasing Officer

Vendor #2: \_\_\_\_\_

Vendor #3: \_\_\_\_\_

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Public Works Dept. No: 20521 Date 12/13/2021

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments  
 B. ☐ Supplemental Budgets (including budget reductions)  
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX  
 D. ☒ Transfer within Department, except fixed assets  
 E. ☐ Establish any new account except fixed assets

**Approval Required**

Board  
 Board  
 Board  
 Auditor  
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	521900	Professional Services	17,000.00
Total (must equal transfer to total)				17,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0002	20521	524761	Sand	17,000.00
Total (must equal transfer to total)				17,000.00

**Supplemental budget requests require Auditor/Controller's signature**

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

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

A) Sand expense higher than anticipated in 20/21

B) The line item for "Professional Services" came in lower than budget

C) Payment needs to be made from FY 21/22 budget.

D) N/A

Approved by Department Signing Authority:

*[Signature]* Director

\_\_\_\_ Approved/ Recommended

\_\_\_\_ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268**

*John Mannle, P.E., Director of Public Works*

*Sean Graham, Solid Waste Manager*

*John Kolb, Extra Help (Retired Solid Waste Manager)*

**AGENDA REQUEST**

for the December 21, 2021 Meeting of the Board of Supervisors

Date: **December 13, 2021**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works



Subject: Consideration of a proposed Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

**PREFACE:**

***The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:***

- 1. Receive a report and recommendations pertaining to a Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.***
- 2. Enable commentary by the franchise contractor, Feather River Disposal.***
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.***
- 4. Consider the adoption of the attached proposed Resolution to Increase Rates by 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in***

***Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.***

**BACKGROUND:**

**2020:**

On June 16, 2020, the former Director of Public Works recommended a 3.30% rate increase for residential collection, and 3.30% rate increase (commercial collection). The Board of Supervisors adopted the Rate Increase Resolution for solid waste services related collection fees, which cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal. Resolution No. 20-8497, may be viewed on the Plumas County website at: <https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>.

**2021:**

On March 15, 2021, Feather River Disposal submitted an Audited Financial Statement for the Period Ending December 31, 2020. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, R3 Consulting Group (R3), requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 2.46%, based upon increased operational costs.

Plumas County Legal Counsel notified the Solid Waste Division of the Department of Public Works that a proposed settlement had been reached in a legal action brought by Feather River Disposal against Plumas County. This settlement includes a 2.33% Rate increase over the next five (5) years (from the implementation of the new rates.)

In addition, a 2.50% increase in the Franchise Fees paid by Feather River Disposal that was initiated by Plumas County on January 1, 2019 has been deemed to have been put into place without using proper Proposition 218 procedures, and as a "pass-through" cost per the current Franchise Agreement between Plumas County and Feather River Disposal, should have been included at that time as a Rate increase.

**PROPOSED RATE INCREASE SUMMARY FOR FRD:**

The cumulative proposed fee increases described above are summarized as follows:

- 7.29% (residential collection) and
- 7.29% (commercial collection)

*Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 7.29% rate increase for those services was considered and approved by the Board at the July 7, 2021 Board of Supervisors meeting.*

**CONSIDERATION BY THE SOLID WASTE TASK FORCE:**

On May 25, 2021, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and develop “advice” for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 7.29% Rate increase to the Board of Supervisors.

**PUBLIC NOTICE:**

On July 20, 2021, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with the Proposition 218 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. (serving Franchise Area No. 1) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees and has directed Public Works staff to implement the notification actions associated with Prop. 218. On October 27, 2021, the franchise contractor, Feather River Disposal mailed notices of a public hearing to 2744 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

**PUBLIC DOCUMENTS:**

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 20-8497 dated and, approved at the public hearing held June 16, 2020
- 2020 FRD Audited Financial Statements
- 2021 Refuse Rate Index (RRI) Adjustments, Final Report dated May 27, 2021
- FRD Proposed 2021 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building  
1834 E Main Street, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors  
520 Main Street, Room # 309, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:  
<https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

**RESOLUTION OF PROPOSED RATE INCREASE:**

The last rate increase authorized for FRD for solid waste services related to collection fees, which covers door-to-door collection, transfer, hauling and ultimate disposal activities, was approved by the Board of Supervisors on June 16, 2020.

**RECOMMENDATION:**

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 7.29% Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

**ATTACHMENTS:**

- NOTICE OF PUBLIC HEARING: ( 2744 Copies mailed October 27, 2021)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 1

## **RESOLUTION NO. 21-\_\_\_\_\_**

### **A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)**

**WHEREAS**, the Plumas County Board of Supervisors, on June 16, 2020, did adopt Plumas County Resolution No. 20-8497, thus revising the fee schedules for collection, transfer and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

**WHEREAS**, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on October 27, 2021 the Franchise Contractor for Service area No.1, mailed notices of a public hearing to two-thousand seven-hundred and forty-four (2744) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on July 20, 2021 a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, six (6) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 20-8497.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 20-8497, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.
- (b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

- (1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$23.61 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$32.10 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$41.61 for one collection per week.
- (2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$22.99 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$45.78 each per collection. Each tire shall be charged per collection: \$5.06 [sixteen (16") inches or less]; \$9.78 [more than sixteen (16") inches but less than twenty (20") inches]; \$22.99 [more than twenty (20") inches].
- (3) **Residential billing.** Each new residential collection account shall be charged \$9.78 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.
- (4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$91.58 for one collection per week; a monthly fee of \$182.89 for two (2) collections per week; a monthly fee of \$274.91 for three (3) collections per week; a monthly fee of \$366.61 for four (4) collections per week; and a monthly fee of \$458.31 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$24.61, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$25.44. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$34.59. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$47.39. Monthly charges for waste-wheelers are double the above if collection is twice per week.
- (5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.
- (6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.
- (c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$99.18 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

- (d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$61.07 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.
- (e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 21<sup>st</sup> day of December 2021, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

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Chair, Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

**TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES****Comparison of Rates:****(1) Previous Rate as of June 2020****(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment: +2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%**

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
<b>Residential Base Rate</b>		
New Service Fee	\$9.12	\$9.78
Delivery Fee	\$10.54	\$11.31
35-gallon waste wheeler	N/A	\$23.61
64-gallon waste wheeler	\$29.92	\$32.10
96-gallon waste wheeler	\$38.78	\$41.61
Waste wheeler rental	No Fee	
Extra White (kitchen) Bag	\$2.09	\$2.26
Extra Black (lawn) Bag	\$4.17	\$4.50
Extra 1 CY	\$20.31	\$21.92
Replace waste wheeler	\$26.34	Cost + 15% + Delivery Fee
<b>Commercial Base Rate - Bins (per month)</b>		
1 cubic yard bin (once per week)	\$85.36	\$91.58
1 cubic yard bin (twice per week)	\$170.46	\$182.89
1 cubic yard bin (3 times per week)	\$256.23	\$274.91
1 cubic yard bin (four times per week)	\$341.70	\$366.61
1 cubic yard bin (five times per week)	\$427.17	\$458.31
One time pick up	\$22.94	\$24.61
1.5 cubic yard (once per week)	\$113.18	\$121.43
1.5 cubic yard (twice per week)	\$226.00	\$242.48
1.5 cubic yard (3 times per week)	\$339.72	\$364.49
1.5 cubic yard (4 times per month)	\$452.71	\$485.71
One time pick up	\$34.41	\$36.92
2 cubic yard bin (once per week)	\$170.71	\$183.15
2 cubic yard bin (twice per week)	\$340.91	\$365.76
2 cubic yard bin (3 times per week)	\$512.45	\$549.81
2 cubic yard bin (4 times per week)	\$683.39	\$733.21
2 cubic yard bin (5 times per week)	\$854.33	\$916.61
One time pick up	\$45.88	\$49.22
3 cubic yard bin (once per week)	\$256.07	\$274.74
3 cubic yard bin (twice per week)	\$511.37	\$551.87
3 cubic yard bin (3 times per week)	\$768.68	\$824.72
3 cubic yard bin (4 times per week)	\$904.00	\$969.90
3 cubic yard bin (5 times per week)	\$1,130.00	\$1,212.38
One time pick up	\$68.82	\$73.84



**TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES**
**Comparison of Rates:**
**(1) Previous Rate as of June 2020**
**(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment:+2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%**

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
4 cubic yard bin (once per week)	\$341.43	\$366.32
4 cubic yard bin (twice per week)	\$681.82	\$731.52
4 cubic yard bin (3 times per week)	\$1,024.90	\$1,099.62
4 cubic yard bin (4 times per week)	\$1,207.24	\$1,295.25
4 cubic yard bin (5 times per week)	\$1,509.05	\$1,619.06
<b>Commercial Base Rate - Roll-Off Bins (per week)</b>		
Bin Delivery Charge	\$55.31	\$59.34
15 cubic yard bin	\$303.74	\$325.88
20 cubic yard bin	\$400.82	\$430.04
25 cubic yard bin	\$473.08	\$507.57
30 cubic yard bin	\$522.50	\$560.59
35 cubic yard bin	\$602.42	\$646.34
Daily Inactivity Charge	\$26.34	\$28.26
Relocate Bin (per event)	\$89.49	\$96.01
Trip Charge (non-collection)	\$37.93	\$40.70
<b>Commercial Base Rate - Waste Wheelers</b>		
35-gallon waste wheeler	N/A	\$25.44
64-gallon waste wheeler	\$32.24	\$34.59
96-gallon waste wheeler	\$44.17	\$47.39
Waste wheeler rental	No Fee	
Replace waste Wheeler	\$26.34	Cost + 15% + Delivery Fee
<b>Special Travel Charge (per hour)</b>	\$92.44	\$99.18



# **PUBLIC NOTICE**

## **OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., December 21, 2021**

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal (Solid Waste Franchise Area No.1).

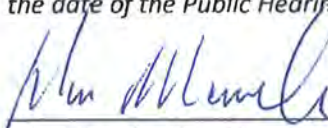
If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for curbside collection for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **7.29%** beginning on December 21, 2021, and commercial solid waste collection fees will increase by **7.29%** beginning on December 21, 2021. These rate changes apply to the area serviced by Feather River Disposal only, not Intermountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Services District, which have separate (non-County) contracts with Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

*The proposed fee schedule is available for view on the internet at:*

<http://plumascounty.us/DocumentCenter/View/38227/Proposed-Curbside-Rate-Table-9-23-21>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

*If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.*

  
John Mannle, P.E., Director  
Plumas County Department of Public Works  
Solid Waste Division

# Item 6G1

**To:** Board of Supervisors

**From:** [STAFF NAME AND TITLE]

**Date:** [DATE]

**Re:** Approval to Join the Golden State Connect Authority (GSCA) for the Purpose of Expanding Broadband Access and Quality in Rural Counties

---

## **Requested Action**

RESOLUTION NO. [REDACTED] - Request adoption of a resolution approving and authorizing the Chairperson to execute the Golden State Connect Authority Joint Exercise of Powers Agreement.

## **Background**

On August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC) voted unanimously to approve the formation of a Joint Powers Authority (JPA), Golden State Connect Authority, for the purpose of expanding broadband access and quality in rural counties. Following approval by the RCRC Board, the next step in establishment of this entity is to provide the Golden State Connect Authority JPA to each RCRC Member County for review and approval by the Member County Boards of Supervisors.

Activities within Golden State Connect Authority will focus exclusively on broadband. All RCRC member counties are welcome and encouraged to join. There is no financial impact associated with joining the JPA, and no obligation for individual member counties to provide funds to the Authority, absent a separate agreement to participate in one (or more) of the specific programs. As with RCRC, the proposed new entity will be governed by delegate Supervisors from each member county, and day-to-day operations will be administered by RCRC staff.

The primary goals for the project structure are:

- to ensure that elected County Supervisors retain control of the program, with day-to-day administration provided by RCRC staff,
- to allow for partnership agreements between like-governmental entities for the operation and advancement of the program of work, and,
- to attract public and private investment in the program, as necessary and appropriate.

Initial areas of focus for broadband work on behalf of Member Counties will include:

- Foundational Readiness: Ensure all member counties have broadband strategic plans

- Capacity Building: Equip rural counties with information and resources about innovative models and approaches to broadband deployment
- Demonstration Projects: Implement open-access municipal broadband projects

### **Financial Impact**

There is no financial impact to joining the GSCA JPA, and there is no obligation for an individual member county to provide funds to the Golden State Connect Authority, absent a separate future agreement to participate in one (or more) of GSCA's specific programs.

### **Attachments**

- RCRC Rural Broadband Initiative
- Resolution approving the Golden State Connect Authority Joint Exercise of Powers Agreement
- Proposed Golden State Connect Authority Joint Exercise of Powers Agreement

SAMPLE

**RESOLUTION \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE  
GOLDEN STATE CONNECT AUTHORITY JOINT EXERCISE OF POWERS  
AGREEMENT**

WHEREAS, on August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC), of which PLUMAS County is a member, voted to create a new joint powers authority for the purpose of expanding broadband access and quality in rural counties, and authorized submission of the proposed Golden State Connect Authority Joint Exercise of Powers Agreement (“GSCA JPA”) to RCRC member counties for approval; and

WHEREAS, the proposed GSCA JPA been provided to each RCRC member county for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of PLUMAS have each been provided with a copy of the proposed GSCA JPA for review; and

WHEREAS, the Board of Supervisors of the County of PLUMAS desires to approve the proposed GSCA JPA and join the Golden State Connect Authority as a Member county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, as follows:

1. The Board of Supervisors hereby approves and authorizes the Chairperson to execute the GSCA JPA, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the President of RCRC.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair of the Board of Supervisors

\_\_\_\_\_  
Clerk of the Board of Supervisors

**GOLDEN STATE CONNECT AUTHORITY**  
**JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

**RECITALS**

- A. WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- B. WHEREAS, the Members have the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service, pursuant to Government Code section 26231; and
- C. WHEREAS, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- D. WHEREAS, access to broadband is an increasingly essential resource for educational opportunity, health care access, economic growth, and civic engagement, and despite the importance of broadband, access remains uneven throughout the state, particularly in rural areas; and
- E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of making reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members

individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

**"Act"** means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Audit Committee"** means a committee made up of the Executive Committee.

**"Authority"** means Golden State Connect Authority (GSCA), established by this Agreement.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Broadband internet access service"** has the same meaning as defined in Government Code section 53167, as hereafter amended.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which as member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Participating Entity"** shall mean any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services, which participates in the Authority pursuant to Section 4.d.

**“Program” or “Project”** means any work, improvement, program, project or service undertaken by the Authority.

**“Rural County Representatives of California” or “RCRC”** means the nonprofit entity incorporated under that name in the State of California.

**“Supervisor”** means an elected County Supervisor from a Member county.

## **2. Purpose**

The purposes of the Authority are to make reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to its Members as provided herein, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

## **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

## **4. Creation of Authority; Addition of Members; Participating Entities**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. Any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services may become a Participating Entity upon Executive Committee or Board approval and adoption by the governing body of said public agency of a



participation agreement in the form prescribed by the Authority.

## **5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

## **6. Powers; Restriction upon Exercise**

a. To effectuate its purposes, as set forth in Section 2, the Authority shall have the power to exercise any and all powers common to the Members, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member may also separately exercise any and all such powers. Pursuant to Government Code section 6509, the powers of the Authority shall be those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. Without limiting the generality of the foregoing, the Authority shall further have the following specific powers:

- (1) To establish and operate programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, including without limitation all powers authorized pursuant to Government Code section 26231, as hereafter amended.
- (2) To acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) To do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement in furtherance of the purposes of the Authority.
- (4) To finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without

limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act.

- (5) To issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Executive Committee or Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds.
- (6) To issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may further utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.
- (7) To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.
- (8) To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, tribal or other local public agency.
- (9) To promulgate, adopt and enforce any ordinances, policies, rules and regulations as may be necessary to implement and effectuate the terms, provisions and purposes of this Agreement.
- (10) To exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do, in its own name, all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property, tangible or intangible, wherever located, including the common power of the parties hereto to acquire any real or personal property, tangible or intangible, and

- any interests therein, wherever located, by the power of eminent domain;
- (5) incurring debts, liabilities or obligations,
- (6) receiving and administering trusts, bequests, grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations, tribal governments, or any other governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) prescribing, setting the amount of, revising, and collecting, by any lawful means, user charges and fees necessary to carry out the purposes of this Agreement, including without limitation fees and charges for services provided and the use of any real, personal, or intellectual property of the Authority,
- (9) assessing fees on Members and Participating Entities who elect to participate in programs or projects of the Authority,
- (10) cooperating and contracting with other public agencies in furtherance of the purposes of the Authority, including state and federal agencies, tribal agencies and agencies of other states, in accordance with applicable law,
- (11) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects in furtherance of the purposes of the Authority,
- (11) To make any regulatory filings or reports required by federal or state law related to broadband internet access service and telecommunications services, and to participate in relevant rulemaking and adjudicative proceedings
- (12) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Executive Committee or Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Executive Committee or Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members nor the Authority shall be obligated to pay the principal of or

premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b.

c. The governing body of each Member of the Board shall appoint a Supervisor as an Alternate to serve on the Board in the absence of the Delegate; the Alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No Alternate may have more than one vote at any meeting of the Board, and any Member's designation of an Alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such Alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.

d. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

e. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

f. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

g. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by action of the Board. The date and hour and place of each regular meeting shall be fixed by action of the Board.

b. Meetings of the Board, including special and emergency meetings, shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. A majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## **9. Officers; Duties; Official Bonds**

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director and Secretary of the Authority. The Chief Financial Officer of RCRC shall likewise serve *ex officio* as the Chief Financial Officer, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Chief Financial Officer, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Chief Financial Officer, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## **10. Executive Committee of the Authority**

### **a. Composition**

The Authority shall have an Executive Committee comprised of no fewer than nine (9) and no more than eleven (11) members of its Board. The Executive Committee shall consist of the following members:

- (1) The Chair and Vice Chair of the Authority.
- (2) Any members of the Executive Committee of RCRC who are presently serving on the Board of the Authority.
- (3) If there are fewer than nine (9) members serving on the Executive Committee under subsections (1) and (2), the Board shall appoint one or more additional Delegates to the Executive Committee at-large, so that the Executive Committee has nine (9) members.

### **b. Powers and Limitations**

- (1) Except as otherwise directed by the Board, the Executive Committee shall exercise all powers of the Board as necessary to conduct the business and affairs of the Authority between Board meetings, provided that the annual budget must be approved and adopted by the Board.
- (2) The Executive Committee shall further have the power to approve, upon a two-thirds vote of the full membership, projects or programs to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) Other duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the

Board.

- (4) The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

**11. Disposition of Assets**

Unless otherwise provided by the Board, upon termination of this agreement, any assets in the possession of the Authority after payment of all liabilities, costs, expenses and charges incurred under this Agreement shall be distributed as follows:

a. Broadband or telecommunications infrastructure shall be distributed to whatever public entity or entities, if any, that have assumed responsibility for provision of broadband internet access service or telecommunications services, respectively, within the territory served by such infrastructure. Ancillary real property, agreements, books and records, and customer data shall similarly be distributed or assigned, in accordance with applicable law.

b. Any assets not distributed under Section 11.a shall be disposed of as the Board shall determine with the objectives of allowing any broadband or telecommunications systems operated by the Authority to continue operating as going concerns to the extent practicable, and otherwise of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

c. All Members will cooperate in good faith to implement this Section in a manner that, to the extent required by this Section or as directed by the Board, continues the provision of services and minimizes disruption to customers; preserves the value of the broadband and telecommunications infrastructure as a going concern; and completes any transition and distributions in a timely manner.

**12. Agreement Not Exclusive**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any

advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member or other public agency and the Authority at the time of making the advance.

#### **15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### **16. Duties of Members; Breach**

If any Member shall default in performing any covenant contained herein, such default shall not excuse that Member from fulfilling its other obligations hereunder, and such defaulting Member shall remain liable for the performance of all covenants hereof. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### **17. Indemnification**

a. To the full extent permitted by law, the Executive Committee or Board shall



authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

b. The Authority shall indemnify, defend, and hold harmless the Members hereto and their officers, agents, servants, and employees, from any and all claims, losses, damages, costs, or liabilities resulting to any person, firm, or corporation or any other public or private entity from any cause whatsoever arising from or in any way connected with the performance and exercise of the Authority's powers, except where such indemnification is prohibited by law.

## **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

## **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board.

## **20. Withdrawal of Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any

termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member from obligations incurred by such terminated or withdrawing Member prior to the time of its termination or withdrawal.

## **21. Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Authority and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the parties hereto.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name:

Title:

Attest:

By \_\_\_\_\_

Clerk of the Board of Supervisors

# Rural County Representatives of California

## BROADBAND FOR RURAL CALIFORNIA

### Objective: Increase access to reliable, affordable high-speed broadband for all rural Californians

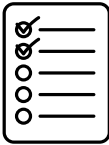
RCRC is preparing the formation of a joint powers authority entitled Golden State Connect Authority to implement RCRC's objective through advancing the establishment of broadband infrastructure in rural counties.

This will occur in three phases:

51.3% of rural Californians do not have access to high speed internet

- CPUC, "CASF" (April 2021)

#### 1. Ensure all member counties have broadband strategic plans



RCRC is serving as the collective applicant on a U.S. Economic Development Administration grant to fund the development of broadband strategic plans in 26 RCRC member counties that do not have one.



11 Member Counties with Plans

26 Member Counties Participating in Grant

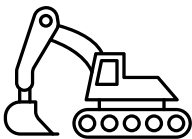
#### 2. Equip rural counties with information and resources about innovative models and approaches to broadband deployment



GSCA will conduct workshops to inform rural counties of the innovative models and approaches for delivery of reliable, affordable, high-speed broadband and to showcase successful municipal broadband projects from across the U.S.



#### 3. Implement open-access municipal broadband demonstration projects



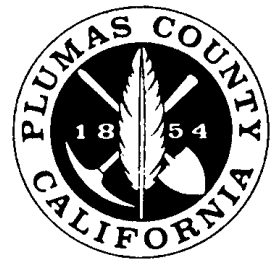
GSCA will install broadband fiber in an open-access, public-benefit, municipal model beginning with two locations and then expanding to additional project locations.



*Note: Phases and activities listed are dependent upon establishment of Golden State Connect Authority and the approval of its board. All dates listed are estimates and subject to change.*



The Rural County Representatives of California (RCRC) is a thirty-seven member county strong service organization that champions policies on behalf of California's rural counties.  
[www.rcrcnet.org](http://www.rcrcnet.org)



## Item 6G2

### COUNTY ADMINISTRATOR

Gabriel Hydrick

#### AGENDA REQUEST AND STAFF REPORT

For the December 21, 2021 meeting of the Plumas County Board of Supervisors

**Subject:** Letter of Support- EDA Grant, Public Works and Economic Adjustment Assistance Program for Plumas County Dixie Fire Recovery Efforts

**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel

**From:** Gabriel Hydrick, County Administrator

**Date:** 12/13/2021

#### **Background/Introduction:**

The County has an opportunity to receive Dixie Fire recovery assistance through a Sierra Business Council grant opportunity. The goal of the grant is to provide planning and technical assistance to support recovery, economic development, and/or job creation. Funding requested for this grant is consistent with the regional CEDS and the EDA's Investment Priority of recovery and resiliency.

Specific goals of technical assistance and planning include:

- Assist Plumas County in the development of local recovery strategies that facilitate job creation and resilience;
- Assess critical infrastructure damage and prioritize repairs;
- Build coalitions to facilitate integration of Federal and State recovery efforts through close partnerships throughout the recovery phases;
- Identify the adaptation process from response to recovery and build economic diversity and resiliency to mitigate impacts of future economic disasters, and;
- Benefit regional workforce and residents through creation of high-quality jobs, increased wages and revitalized communities.

#### **Findings/Analysis:**

The County can use additional resources in recovery efforts. This support will be implemented by two on-the-ground positions funded by an EDA investment from this PWEAA grant. See attachments for further detail.

#### **Recommended Actions:**

Staff requests the Board:

- Review and approve the scope of work as outlined in Attachment 'A'
- Review letter of support and authorize the Chair to sign

Or

- Provide different direction to staff

**Fiscal Impact:**

No impact on General Fund

**Attachments:**

Attachment 'A' - SBC Scope of Work through EDA Grant

Attachment 'B' - Letter of Support from Board of Supervisors



RE: PWEAA2020

### **Proposed Scope of Work**

RE: FY20 PWEAA NOFO – Economic Adjustment Assistance  
Federal Disaster Declarations: DR 4610 and DR 4616

Beneficiaries: Plumas County, CA (Dixie Fire) and El Dorado County, CA (Caldor Fire)

### **Background:**

During July through October 2021, two massively devastating wildfires swept through rural communities of Northern California. The Dixie fire in Plumas County burned nearly 1 million acres, making it the second largest wildfire in California history. At the same time the Caldor fire in El Dorado County burned over 220,000 acres. Collectively, these two fires decimated two entire towns, destroyed over 2,400 structures, displaced essential workers, devastated critical infrastructure, and killed jobs in an already economically distressed region.

Where the fires did not burn, the resultant smoke and safety concerns negatively impacted the tourism industry for the greater region, essentially shutting down an entire industry during the busiest season of the year. This shut down further compounded the challenges imposed by the COVID-19 disaster. Suffice it to say, both Plumas and El Dorado counties are in dire need of technical assistance and capacity assistance to most immediately recover from the physical and economic damage rendered by the fires and long range strategic planning for community resilience.

Based on discussions with the beneficiary jurisdictions, this preliminary scope was developed focusing on the elements of physical infrastructure critical to restoring economic prosperity to the region including water, roads, bridges, and broadband. The most immediate needs for both counties is to ensure safe access to homes so that residents can return to their jobs and to rebuild critical infrastructure that supports baseline commerce in these rural communities. Physical infrastructure is an interconnected, intrinsic component of strong communities, and both rural counties have been negatively impacted by the wildfires. In addition, the scope includes planning that will lead to strengthened networks of organizations and funding sources to serve the rural communities and greater region.

**Goal of Grant:** Strategic programmatic investment for planning and technical assistance to support recovery, economic development, job creation.



RE: PWEAA2020

Funding requested for this grant is consistent with the regional CEDS and the EDA's Investment Priority of recovery and resilience.

**Scope of Work:**

Sierra Business Council proposes to provide planning and technical assistance services to aid in the recovery from two devastating fires in Northern California. SBC has outlined the following scope to be consistent with the California Disaster Relief Framework (CDRF), which recommends short, intermediate, and long-term steps for disaster recovery efforts for all hazards.

As such, the goals of the technical assistance and planning efforts are to:

- Assist Plumas and El Dorado counties in the development of local recovery strategies that facilitate job creation and resilience;
- Assess critical infrastructure damage and prioritize repairs;
- Build coalitions to facilitate integration of Federal and State recovery efforts through close partnerships throughout the recovery phases;
- Identify the adaptation process from response to recovery and build economic diversity and resiliency to mitigate impacts of future economic disasters, and;
- Benefit regional workforce and residents through creation of high-quality jobs, increased wages and revitalized communities.

**Scope of Work Implementation**

This scope will be implemented by two on-the-ground positions funded by an EDA investment from this PWEAA grant. Funds from the grant will provide dedicated resources to each county through the creation of new contracted positions at SBC, Disaster Recovery Coordinator (DRC). The DRC will work closely with the County Chief Administrator Officer for Plumas County and the Economic Development Director for El Dorado County. The DRC will serve as a primary contact for disaster preparedness and future recovery for the counties, neighboring local governments, and State and Federal agencies.

Disaster Recovery Coordinator Job Description:

The DRC will serve as a recognized subject matter expert and advisor in disaster and emergency management planning, response, and recovery and will foster cooperative working relationships for recovery efforts. The DRC will foster relationships with the business community and will perform educational and support programs to aid businesses in recovery from the impacts of the current and future local disasters.





RE: PWEAA2020

The DRC will focus on many critical aspects of economic disaster recovery, including but not limited to the following:

- Manage and implement recovery and emergency management programs and initiatives;
- Identify and apply for federal funding for emergency management related needs; ensure County meets eligibility requirements for reimbursement programs;
- Provide leadership and technical guidance within the business community as a subject matter expert and advisor for disaster and emergency management planning;
- Research trends and patterns to develop new standards, models, and method. Propose new policies and procedures related to assigned area of responsibility.
- Serve as the primary point of contact for the County with federal, state, and local government agencies and the community on disaster and emergency preparedness, response, and recovery programs;
- Collaborate with recovery partners to ensure response and recovery activities are communicated to stakeholders as appropriate;
- Develop, maintain, coordinate, and drive implementation of the County's economic disaster recovery and emergency operations plans; collaborate with the community to ensure community support; assesses funding and plan feasibility and makes modifications as necessary;
- Integrate early recovery implementation into long-term community recovery planning processes;
- Develop and manage requests for proposals for professional and/or contracted services; prepare scope of work; evaluate proposals and recommend awards related to disaster recovery.

The qualifications for the position include but are not limited to experience in the following areas:

- Research recovery and emergency management issues and evaluating alternatives;
- Planning for disaster and emergency management, response and recovery;
- Logistics and operations planning methods to coordinate and evaluate service delivery of disaster and emergency response and recovery efforts;
- Program development, implementation, project management, and budget development;
- Preparation and presentation of reports relevant to work being performed;
- Communication and collaboration with the public, vendors, contractors and local government staff as well as other agencies; and



RE: PWEAA2020

- Understanding of applicable federal, state, and local agencies, laws, rules, regulations, ordinances and organizational policies and procedures related to area of responsibilities.

The DRC will perform complex disaster preparedness and recovery management work that is strategic in nature and is of critical importance to the Counties and the business community.

### **Facilitate Job Creation and Recovery**

Inventory jobs lost as a result of fires and

Identify workforce education and training needed to diversify the economy

### **Critical Infrastructure Damage Assessment and Repair Prioritization**

Critical public infrastructure was destroyed in both fires and assessment and repair plans are urgently needed to ensure residents can return to their homes and jobs. Most immediately, essential water supplies must be restored to allow safe and clean drinking water. Planning will include inclusion of special districts that manage infrastructure in both counties.

Additional infrastructure assessments may include:

- Critical sewer lines
- Destruction of middle broadband, particularly to business districts
- Roadways, bridges and transportation systems to key employers and county assets
- Energy systems including transportation fuels, electric power, renewable arrays and natural gas lines
- Telecommunication lines

Build economic diversity

Benefit regional workforce with high quality jobs

Leverage secondary educational institutions to build additional job training facilities for workforce training including Feather River Community College, Folsom Lake Community College and Lake Tahoe Community College

## **NOTES FROM CALLS**

MSRs annexation of new plots



RE: PWEAA2020

Rebuild of a town  
Retain and create jobs  
LT housing in  
General plan – rural infill  
Capacity of sewer and water is not there,  
Broadband trunk lines  
Corridor on Susanville to Chester  
Hallelujah junction to Quincy – middle mile was on poles, now underground  
Job creation – need contractors, not a lot of local  
Entrepreneurship  
Trade training, electrical, plumbing,, mechanical to help in rebuild. Lack of local contractors  
Surveyors to survey the town site of Greenville, Indian Valley, Canyon dam, phase 2 debris removal, odd shaped parcels.  
Mills – Sierra Pacific Industries need  
Entitled lots, have not been able 500 entitled lots in county with a master plan, developer walked away Lake Almanor basin or in Graeagle  
Master plan – resurrect the master plan assessment of available entitlements, map and contact property owner of commercial developments.  
New build code requires Solar energy vs  
Community energy field for each house to tap into  
Feasibility studies community solar concept and entitled master plan in county and identify where lots are,  
Capacity disaster recovery to help identify additional funding streams  
Workshops on procurement contracts, concur travel system for local businesses to aid in recovery  
Priorities - There are NOT services and infrastructure to service on the ground response teams  
Utilize existing facilities such as high school cafeteria to service displaced workers

**Match requirement of 20% which we can satisfy with "in-kind" contribution**

SBC would apply on behalf of the county in the Economic Adjustment Assistance category under "Special Need" from fire disaster dec and mobilize 1/2 FTE into a Disaster Recovery Coordinator

Period of Performance is 1-3 years (we would likely apply for 2)

Funds can be used to create a Disaster Recovery Plan that outlines a tactical plan and implementation strategy focused on economic recovery. This is



RE: PWEAA2020

specifically NOT a disaster mitigation plan, but rather a plan to recover jobs and economic prosperity from the Caldor Fire.

Carla Hass  
Kyle  
Mokea  
Katie Rider

\$5 million preparedness for lots to get cleared  
ramping up for the building permitting, planning,  
Issues with water districts  
Majority of what was destroyed were homes  
1,00 over 200 were commercial

Non residential – utility, schools, post office, fire department buildings, power lines, Grizzly Flat community service district water infrastructure, water tanks, replacing

Jobs impacted – planning to facilitate return of jobs  
Sierra at Tahoe – major employer

Greater Sac Economic

Economic impact report if ski resort is not opened

Feasibility study too early

Internally talk –

Consulting tasks underway, pay for arborist and tree service to pay for hazardous trees near infrastructure

Water quality testing

Harden diversions –

Water out of creek into water system

Currently ABC pipe

Resilient water systems

Avoid debris flow, create system at the diversion to be more resilient

Some of the residents that have residents can't return because

Living outside of community,

Return to the community, displaced residents

# PLUMAS COUNTY BOARD OF SUPERVISORS

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CHAIR JEFF ENGEL



12/8/2021

U.S. Economic Development Administration, Seattle Regional Office  
A. Leonard Smith, Regional Director  
915 Second Ave Room1890  
Seattle, Washington 98174

RE: Public Works and Economic Adjustment Assistance Program  
Plumas County Dixie Fire – DR 4610

Dear Director Smith,

Plumas County submits this letter in support of Sierra Business Council's application to the EDA PWEAA Program under the Special Need criteria for the Dixie Fire, federally declared major disaster number DR-4610. The Dixie fire burned nearly One million acres, destroyed over 1,300 structures and decimated the entire town of Greenville, CA. Prior to the Dixie fire, Plumas County was considered an economically distressed county due to high unemployment and the entire county is a federally designated Opportunity Zone. Plumas County's challenges have been exacerbated and economic prosperity has been negatively impacted by the COVID-19 disaster and this devastating wildfire.

Plumas county is in dire need of economic assistance and capacity building to begin recovery operations. A PWEAA grant will help provide essential support for the development of a Disaster Recovery Plan. We have worked with Sierra Business Council (SBC) to identify a preliminary recovery strategy scope focused on the necessary infrastructure to ensure residents can return to their homes and jobs, support sustainable economic development, foster much needed high quality job creation and build resilience into the local economy. A PWEAA grant will help Plumas County plan for rebuilding and the necessary re-tooling required for disaster recovery.

SBC has over 25 years of experience in economic development planning for rural communities and technical assistance related to community development, entrepreneurship training, workforce development, natural resource management, and government affairs. SBC is prepared to assist with strategically aligning resources from various government, for-profit, and nonprofit entities to leverage efforts and funding in the planning effort towards a more resilient community. Plumas County is committed to meet the required 20% match with dedicated county planning staff time as part of the SBC project team.

Sierra Business Council is well-positioned to provide disaster recovery coordination services for Plumas County and we urge you to approve their PWEAA2020 grant application.

Respectfully,

Jeff Engel  
Chair, Board of Supervisors

CC:  
Plumas County Administrator  
DROC Director  
Sierra Business Council

# Item 7A

## RESOLUTION NO. 21-8609

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

#### BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

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

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

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

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

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

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

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

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

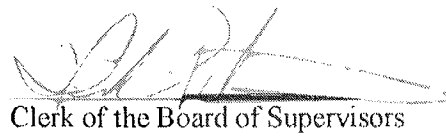
NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors



**DECLARATION NO. 21-**

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

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

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CALIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Health Officer hereby finds that:

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

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

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

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

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


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

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

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

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

7/26/21  
Date

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

**DATE:** December 13, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Ellen Vieira, Executive Director

**RE: Board of Supervisors December 14, 2021 Consent Agenda Item:  
Appointment of Dana Loomis for membership on the First 5  
Plumas County Children and Families Commission.**

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**RECOMMENDATION:**

Appoint Dana Loomis to a two-year term of membership on the First 5 Plumas County Children and Families Commission.

**HISTORY/DISCUSSION:**

As you recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. Proposition 10 increases the state surtax on cigarettes by \$0.50 per pack, and on other tobacco products. Plumas County receives \$450,000/year in funding opportunities. In accordance with Plumas County Ordinance No. 98 908, all nine memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors.

On May 17, 2021, Dr. Dana Loomis was appointed the Director of the Plumas County Public Health Agency. An epidemiologist by training, he previously worked at the World Health Organization, the University of Nevada, Reno, and the University of North Carolina School Of Public Health.

A member representing a local health and human services agency is a mandatory position on every First 5 commission in accordance with Proposition 10, the Children and Families Act. Dr. Loomis' education and experience in policy development, leadership, public health and community accountability will help further the work of the Commission.

At this time the Board of Supervisors is asked to appoint Dr. Dana Loomis to a two-year term of membership on the Commission. I have attached the Commission's Membership Matrix for your review.

Please contact me should you have any questions.

Thank you.

## First 5 Plumas County Children and Families Commission

### Membership Matrix (Revised 12-13-21)

Name	Member Designation	Geographic Area	Representation	Diverse Populations	Term Expires	Office Title	Office Expires
Kevin Bean	At-Large	County-wide	Families with special needs children	Children with special needs and disabilities	3-2023		
<sup>1</sup> Dwight Ceresola	County BOS Representative	County-wide	LG: Local Government		3-2023		
Kendrah Fredricksen	At-Large	Quincy			5-2022	<b>Treasurer</b>	<b>5-2022</b>
Colleen Kroll	At-Large	Quincy	Parents		5-2022	<b>Vice-Chair</b>	<b>5-2022</b>
<sup>1</sup> Dr. Dana Loomis	County Health Dept. Director	County-wide	H: Healthy Children	Low income Children & Families			
Rachelle Hines	At-Large	Quincy	Parents	Children with Sp. Needs and Disabilities	5-2023	<b>Chair</b>	<b>5-2022</b>
<b>VACANT</b>							
Brenda Poteete	At-Large ECE	County-wide	Early Childhood Education	Low income children and families	5-2024		
<sup>1</sup> Neal Caiazzo	Social Services County Director	County-wide	SF: Strong Families	Child and Families at-risk	5-2023		

<sup>1</sup>Members mandated by Proposition 10 Legislation

**H: Healthy Children**  
**ECE: Early Childhood Education**  
**LG: Local Government**  
**SF: Strong Families**

**Note: Commissioners serve two-year terms and may be appointed to unlimited subsequent terms**