

## **BOARD OF SUPERVISORS**

Vacant, 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, Vice Chair 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF JUNE 9, 2020 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.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, 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 the Governor's temporary, partial exemption to the Brown Act, 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.

### **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** – Andrew Woodruff  
Report and update on COVID-19; receive report and discussion

### **2. CONSENT AGENDA**

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

#### **A) INFORMATION TECHNOLOGY**

Authorize payment, without a contract, of \$13,596 to CDWG for software support fees; included in the FY 2019-2020 budget [View Item](#)

#### **B) SHERIFF**

- 1) Approve and authorize the Chair to sign annual amendment, not to exceed \$17,000, to the Cooperative Law Enforcement Agreement between County of Plumas and U.S. Department of Agriculture, Plumas National Forest for activities on national forest service lands; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 2 to agreement, not to exceed \$100,000, between County of Plumas and City of Portola for law enforcement services for FY 2020-2021; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Contract Pharmacy Services to provide pharmaceutical services to inmates at the Plumas County Correctional Facility; approved as to form by County Counsel [View Item](#)

#### **C) FACILITY SERVICES/AIRPORTS**

Approve and authorize the Director of Facility Services to sign CARES Act grant agreement for airport projects (\$30,000 – Gansner Airport, \$30,000 – Beckwourth-Nervino, and \$20,000 – Rogers Field); approved as to form by County Counsel [View Item](#)

#### **D) ENVIRONMENTAL HEALTH**

Approve supplemental budget of \$18,000 for receipt of unanticipated revenue to support local COVID-19 response activities; approved by Auditor/Controller; four/fifths required roll call vote [View Item](#)

**E) PUBLIC HEALTH AGENCY**

- 1) Approve supplemental budget of \$36,000 for receipt of unanticipated revenue in Senior Nutrition Budget Unit 20830 for FY 19-20 Families First Coronavirus Response Act (H.R. 6201); approved by Auditor/Controller; four/fifths required roll call vote [View Item](#)
- 2) Adopt **RESOLUTION** to Amend the FY 2019-2020 County Personnel Allocation in Budget Units 70560 and 70561 in the Health Education Coordinator I/II, Health Education Specialist and Community Outreach Coordinator series, effective April 1, 2020. [View Item](#)
- 3) Adopt **RESOLUTION** to accept Grant #CERG-006 from County Medical Services Program (CMSP) Governing Board for the COVID-19 Emergency Response Program, and authorize the Director of the Public Health Agency to sign related documents; and approve and authorize the Chair to sign Memorandum of Understanding #CMSP-CERG-PCIT, not to exceed \$5,000, with Plumas County Information Technology department; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign multi-year Professional Services Agreement Number PHEP2023SHASTA, not to exceed \$11,382.60, between County of Plumas and County of Shasta to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant; approved as to form by County Counsel [View Item](#)

**F) PUBLIC WORKS**

Solid Waste Division: Adopt **RESOLUTION** in Support of the California Used Oil Collection Program  
[View Item](#)

**G) AUDITOR/CONTROLLER**

- 1) Adopt **RESOLUTION** authorizing the County's Primary and/or Alternate CSAC EIA Board member to execute the amendment to the Joint Powers Agreement of the CSAC Excess Insurance Authority; approved as to form by County Counsel [View Item](#)
- 2) Adopt **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance) and Beckwourth CSA for Fiscal Year 2020/21  
[View Item](#)

**3. DEPARTMENTAL MATTERS**

**A) FACILITY SERVICES – Kevin Correira**

10:00 A.M. **PUBLIC HEARING**: Introduce and waive first reading of an **ORDINANCE**, of the County of Plumas, State of California, Amending Section 6-1.117 of Chapter 1 of Title 6 of the Plumas County Code (Establish a Fine Schedule for Violations, Infractions, and Penalties) and Sections 6-7.10.1 and 6-7.10.2 of Chapter 7 of Title 6 of the Plumas County Code (Setting Fees for Camping at Taylorsville Campground). **Roll call vote** [View Item](#)

**B) COUNTY ADMINISTRATIVE OFFICE – Gabriel Hydrick**

Report and update regarding the FY 2020-2021 budget; discussion and possible direction

**4. BOARD OF SUPERVISORS**

- A. Review and authorize Chair to sign Plumas County comment letter to the State Water Resources Control Board regarding the Draft Water Quality Certification for the Upper North Fork Feather River Hydroelectric Project, Federal Energy Regulatory Commission Project No. 2105 (Lake Almanor, Butt Valley Reservoir, and Belden Forebay); discussion and possible action
- B. Discussion and possible action regarding Job Description/Salary Classification for the position of Information Technology Manager (Department 20220)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee Performance Evaluation – Director of Public Health
- 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, June 16, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting  
in Memory of  
Plumas County  
Assistant Planning Director  
Steve Allen*



# Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208  
Quincy, California 95971  
Phone: (530) 283-6263  
Fax: (530) 283-0946

JA  
David M. Preston  
Information Systems Manager

DATE: June 9, 2020  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager  
SUBJECT: CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 9, 2020 RE:  
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of payment for software maintenance/support as specified below.

**Background and Discussion:**

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
CDWG	Ironport email security software	\$ 13,596.00

These funds have been budgeted as part of the 2019/20 IT budget.



# Office of the Sheriff

## Office of Emergency Services

JB.I.

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** May 28, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *WJ*

**RE:** Agenda Items for the meeting of June 9, 2020

**It is recommended that the Board:**

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit A - FY 2020 in the amount of \$17,000.00.

**Background and Discussion:**

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit A will be in effect from October 1, 2019 through September 30, 2020. This is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement patrols on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to law enforcement patrols performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.



FS Agreement No. 16-LE-111051360-023  
Modification No. \_\_\_\_\_  
Cooperator Agreement No. Mod. 012

## EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**  
Between The  
**COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE  
OF CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE**  
And the  
**USDA, FOREST SERVICE**  
**PLUMAS NATIONAL FOREST**

### **2020 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into 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 "Cooperator," and the USDA, Forest Service, Plumas National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-111051360-023 executed on January 05, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2019 and ending September 30, 2020

Previous Year Carry-over: \$0

Current FY-2020 Year Obligation: **\$17,000.00 (MOD-012)**

**FY-2020 Total Annual Operating Plan: \$17,000.00**

#### **I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

#### **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Todd Johns, Sheriff 1400 E. Main Quincy, CA 95971 Telephone: (530) 283-6300 Fax: (530) 283-6344 Email: <a href="mailto:tjohns@pcso.net">tjohns@pcso.net</a>	Roni Towery, Admin 1400 E. Main Street Quincy, CA 95971 Telephone: (530) 283-6396 Fax: (530) 283-6344 Email: <a href="mailto:roni@pcso.net">roni@pcso.net</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Michelle Barrios, Patrol Captain 159 Lawrence Street Quincy, CA 95971 Telephone: (530) 283-7769 Email: <a href="mailto:michelle.barrios@usda.gov">michelle.barrios@usda.gov</a>	Cynthia Lusk, Program Assistant 159 Lawrence Street Quincy, CA 95971 Telephone: (530) 283-7775 Email: <a href="mailto:Cynthia.lusk@usda.gov">Cynthia.lusk@usda.gov</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.575/mile patrolled  
Per diem rate is \$51/day ME&I + \$91.00 for lodging actuals, per day  
Wages at the prevailing rate of \$29.00/hour plus benefits of \$11.00 for a total rate of \$40.00/Hour.  
Overtime at the rate of \$43.50/hour plus .75 benefits for a total of \$44.25 per Hour.

**II. PATROL DISPATCH ACTIVITIES:**

- A. Plumas County will be an unscheduled service.

**Total reimbursement for this category shall not exceed the amount of \$3,000.**

**III. PATROL ACTIVITIES:**

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- A. Patrol on following U.S. Forest Service roads:

Roads designated and maintained by the U.S. Forest Service within the Cooperator's jurisdiction.

1. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Bucks Lake Area:** Patrol four hours one day of all weekends and occasional short patrols during the week.



**Snake Lake – Deane’s Valley Areas:** Occasional short patrols during the week and on Friday nights after 2200 hours, especially on Holiday weekends.

**Antelope Lake Recreation Area:** Two four hour patrols each Friday and Saturday. Patrols should cover evening hours, occasionally extending to 2200 hours when the campgrounds are full. Make contact with the Campground Host during the patrol.

**North Fork of the Feather River, Highway 70:** Patrol four hours one day of all weekends and an occasional short patrol during the week. Coordinate with CHP and District LEO’s as needed.

**Lake Davis Recreation Area:** Patrol four hours one day of all weekends and occasional short patrols during the week, to include dispersed camping sites such as Crocker Campground, Little Summit Lake and Ross Meadow,

**Frenchman Lake Recreation Area:** Patrol eight hours Friday and Saturday, four hours on Sunday, to include dispersed camping sites such as Meadow View Campground, Snow Lake, Frenchman Cove and Grigsby Creek.

**Lakes Basin Area:** Include Jackson Creek and Sloat area near Poplar Valley.

**Little Grass Valley Reservoir:** Patrol six hours on all Fridays and/or Saturdays with emphasis on hours extending to 2200 or later and respond to specific calls for service. Check in with Campground Host prior to leaving the area.

Additional patrols during the three (3) major summer holiday weekends as needed or requested.

Total reimbursement for this category shall not exceed the amount of: \$14,000.00.

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of \$17,000.

#### **IV. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include, but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.



- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Request for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of person and their property.
  3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of Incident will normally coordinate their activities with the designated officer in charge of the incident.

## **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

For services requested in items I, II, and agreed to under III and IV, reimbursement will be based on itemized bills, along with certifications that the services have been performed. Final billings for reimbursement must be received by the U.S. Forest Service before October 30, 2019.

- A. Hard copy or scanned/mailed version of billing/invoices should go to:
- Michelle Barrios, Patrol Captain**  
**159 Lawrence Street**  
**Quincy, CA 95971**  
[michelle.barrios@usda.gov](mailto:michelle.barrios@usda.gov)

**AND**



U.S. Forest Service  
Albuquerque Service Center  
Payments, Grants & Agreements  
101 B Sun Avenue NE  
Albuquerque, NM 87109  
Sm.fs.asc\_ga@usda.gov

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$14,000.00	N/A
Dispatch	\$3,000.00	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
<b>Total</b>	<b>\$17,000.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TODD JOHNS, Sheriff  
Plumas County

5/28/2020

Date

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CHRISTOPHER CARLTON, Forest Supervisor  
U.S. Forest Service, Plumas National Forest

Date

Approved as to form:

8/26/2020

Gretchen Stuhr  
Deputy Plumas County Counsel



PLUMAS COUNTY SUPERVISOR

Date

---

**DON HOANG**, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

Digitally signed by ANGELA  
ANGELA CABADA  
Date: 2020.04.07 14:45:10 -07'00'

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**ANGELA O. CABADA**  
U.S. Forest Service Grants Management Specialist

Date

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



# Office of the Sheriff

## Office of Emergency Services

JB.2.

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** May 27, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Item for the meeting of June 9, 2019

### Recommended Action:

Approve and sign Amendment Number Two (2) to the Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

### Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This amendment is for the period of July 1, 2020 - June 30, 2021 and the City has agreed to pay \$100,000 for services as per the agreement.

This agreement has been reviewed by County Counsel.

**AMENDMENT NUMBER 2 TO THE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE CITY OF PORTOLA,  
THE COUNTY OF PLUMAS  
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AMENDMENT NUMBER 2 (“Amendment”) is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California (“City”), the County of Plumas, a political subdivision of the State of California (“County”), and the Plumas County Sheriff’s Office (“PCSO”). City, County, and PCSO may be referred to hereinafter individually as “Party” or collectively as the “Parties” as the context may require. This Amendment Number 2 shall amend and become a part of the agreement by and between the Parties titled “AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF PORTOLA, THE COUNTY OF PLUMAS, AND THE PLUMAS COUNTY SHERIFF’S OFFICE” in effect from July 1, 2018 through June 30, 2019 (“Agreement”) which was extended to June 30, 2020 by Amendment Number 1.

**RECITALS**

1. On or about September 4, 2018, the Parties entered into the Agreement, whereby the County and PCSO agreed to provide law enforcement services to the City, under the terms and conditions set forth therein.
2. The Parties wish to amend the Agreement to extend the effective dates for one year so that the Agreement is in effect through June 30, 2021 and to provide for the payment of services through that date.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

“1.1 Effective Dates. This Agreement shall be effective for a period of thirty-six (36) months from July 1, 2018 through June 30, 2021 unless terminated sooner as provided herein. The Plumas County Board of Supervisors and City of Portola City Council hereby ratify this Agreement with the effective date of July 1, 2018.”
2. Paragraph 6.1 of the Agreement is hereby amended to read as follows:

“City shall pay the sum of \$100,000 (one hundred thousand dollars) per year to County for services as described in this Agreement for the period July 1, 2018 through June 30, 2020. City shall continue to pay the sum of \$100,000 (one hundred thousand dollars) to County for the service period of July 1, 2020 through June 30, 2021. Such payment is to be made no later than June 30, 2020 or within thirty (30) days after the execution of this Amendment by the Parties.”

3. Except as specifically amended by this Amendment Number 2, the Agreement shall continue in full force and effect pursuant to the terms thereof.

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

**CITY OF PORTOLA**

By: \_\_\_\_\_

Title: City Manager

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

By: \_\_\_\_\_

Title: Mayor, City of Portola

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

ATTEST:

By: \_\_\_\_\_

Title: City Clerk

Approved as to Form:

By: \_\_\_\_\_

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: 100

Title: Sheriff

Date: 5/28/2020

By: \_\_\_\_\_

Title: Chair of the Board of Supervisors

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

ATTEST:

By: \_\_\_\_\_

Title: Clerk of the Board

Approved as to Form:

By: R. L. Jackson

Title: County Counsel

JB.3.

## Memorandum

**DATE:** June 2<sup>nd</sup>, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns

**RE:** Agenda Item for the meeting of June 9th, 2020

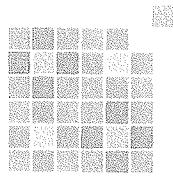
**RECOMMENDATION:**

Approve and sign contract between the Plumas County Sheriff's Office and Contract Pharmacy Services

**BACKGROUND & DISCUSSION:**

The Plumas County Correctional Facility is required to provide pharmaceutical service to inmates housed at the Plumas County Correctional Facility.

Agreement has been approved to form by County Counsel.



## Contract Pharmacy SERVICES

### AGREEMENT TO PROVIDE PHARMACEUTICAL SERVICES

This agreement is by and between PLUMAS COUNTY CORRECTIONAL FACILITY (hereinafter "PLUMAS COUNTY") and CONTRACT PHARMACY SERVICES, INC., a Pennsylvania corporation, (hereinafter "CPS").

#### RECITALS

- A. Presently, PLUMAS COUNTY is providing healthcare services to inmates under the control of the PLUMAS COUNTY CORRECTIONAL FACILITY, (hereinafter referred to as "Facility") in Quincy, California. As part of its responsibility to provide healthcare to inmates under their custody, PLUMAS COUNTY CORRECTIONAL FACILITY must provide prescription drugs and other medications to inmates (hereinafter "Prescription items").
- B. CPS is a licensed pharmacy and has all requisite professional licenses and DEA registration to provide medications in the State of California.

PLUMAS COUNTY wishes to utilize the services of CPS and, correspondingly, CPS wishes to provide such services to PLUMAS COUNTY.

NOW, THEREFORE, PLUMAS COUNTY and CPS do hereby agree as follows:

1. PLUMAS COUNTY'S Utilization of CPS Services

For the term of this Agreement, PLUMAS COUNTY will, when available, make best efforts to utilize the services of CPS for the providing of Prescription items at the Facility.

2. Term of this Agreement

This Agreement shall be for a term of one (1) year commencing on July 1, 2020, and can be extended for two (2) additional one (1) year terms, upon written agreement of PLUMAS COUNTY and CPS.

3. Extent of Service

During the term of this Agreement, CPS agrees to provide the following services at the Facility:

- a. Fill and Deliver Prescriptions. CPS will fill all Prescription items daily, Monday through Saturday. All prescription items transmitted to CPS before 2:00 PM Pacific Standard Time daily, Monday through Friday, will be delivered the next day. All prescriptions ordered before 9:00 AM Pacific Standard Time on Saturday will be filled and delivered to the Facility the next working day (usually Monday) unless the Facility is notified otherwise. All prescriptions will be filled and delivered to the Facility within 24 hours, unless notified otherwise.

Contract Pharmacy Services will be closed on six (6) holidays per year, as listed below:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

CPS will notify the Facility in advance of any changes in the schedule for ordering and/or delivery due to holidays. The Facility should utilize onsite stock and/or the emergency pharmacy service during holiday closings.

- b. Emergency Service. CPS will arrange with a local pharmacy to act as "backup" in case of an emergency that cannot be handled through the normal delivery procedure. CPS will provide the Facility staff with a procedure for contacting a pharmacist and/or the backup pharmacy. In the event the local pharmacy must be used, CPS will charge the Facility the same amount as billed by the local pharmacy.

CPS will provide the Facility with an emergency phone number to contact the "on call" pharmacist in the event that the medical staff needs to consult with a pharmacist after normal business hours. The "on call" pharmacist will answer medication related questions and assist the Facility in procedural issues.

- c. Dispensing System. CPS will dispense all prescriptions via a "blister card" medication dispensing system.
- d. Medication Quantities. CPS shall dispense Prescription items in quantities sufficient to provide medication for 30 doses initially, and will adjust the quantity upward depending upon the incarceration period of the inmate.

This is subject to the California Board of Pharmacy regulations and instructions of the prescribing practitioner.

- e. Controlled Substances. CPS shall provide all prescribed controlled substances in blister cards for easy accountability and will dispose of unused controlled substances, at no expense to PLUMAS COUNTY, and in accordance with applicable State and Federal regulations.
- f. Starter Stock. If allowed by state regulations, CPS shall maintain a starter stock system at the Facility. Items will be determined in consultation with the Facility's Healthcare Administrator, Director of Nursing, and Medical Director.
- g. Emergency Medications. CPS shall maintain a drug box located at the Facility. Items in the emergency drug box will be determined in consultation with the Facility's Healthcare Administrator, Director of Nursing, and Medical Director.
- h. Generic Medications. CPS shall dispense all prescriptions generically, unless there is no generic substitute. All drugs will be obtained from manufacturers with an AB rating or better by the FDA.
- i. Meetings & Inspections. CPS shall conduct quarterly Pharmaceutical and Therapeutic Committee meetings with medical staff at the Facility. Site inspections of the Facility's med room will be performed by a CPS employee (or local pharmacist under contract to CPS) at no cost to the Facility. These meetings and inspections meet the current standards for NCCHC, ACA, and AJA accreditation.
- j. Medication Carts. CPS will (if requested) provide the Facility with a sufficient number of medication carts to store and administer medications at the Facility. Medication carts will be maintained by CPS in good working condition and are expected to last at least three (3) years under normal circumstances. CPS requests the assistance of medical staff in making sure the carts are maintained. The carts are the property of CPS and will be returned by the Facility in the event the contract is terminated.
- k. Fax Machines. CPS agrees to provide fax machines for the transmission of physicians' orders to the pharmacy. Supplies for the fax machine (toner, paper, etc) will be the responsibility of the Facility. A toll-free number will be provided to the Facility for fax and voice communication.
- l. eCorrRx™. CPS will provide eCorrRx™, a proprietary computerized physician's order entry (CPOE) system, to the medical unit at PLUMAS COUNTY. eCorrRx™ will eliminate the need for nursing staff to transcribe physicians' orders. The Facility will provide a broadband (DSL, Cable, T1) connection at its expense for the operation of the system. All hardware

provided for use of the eCorrRx™ system remains property of CPS and will be returned by the Facility in the event the contract is terminated.

- m. Reports. CPS will provide PLUMAS COUNTY with monthly reports on pharmaceutical usage.
- n. Medication Administration Records (MARs). CPS will provide PLUMAS COUNTY with computer generated Medication Administration Records (MARs), if requested, to be delivered no later than the 27th day of each month for the following month on all inmates who have prescribed medications. Hardware utilized with the eCorrRx™ system will enable the Facility to print MARs onsite.

#### 4. Insurance

At all times during the term of this Agreement, CPS shall maintain general liability, including druggist professional liability, insurance coverage of, at a minimum, \$1,000,000 per occurrence. In addition, CPS shall provide PLUMAS COUNTY with a certificate of insurance evidencing such insurance coverage.

#### 5. Fees and Payment Terms

CPS shall charge for its services based upon one of the two following pricing formulas for the services to be provided as documented in paragraph 3 above. For the first three (3) months of this Agreement, CPS will process billings based on two (2) pricing formulas: Actual Acquisition Cost (AAC), plus a dispensing fee, & Average Wholesale Price (AWP), minus a percentage. Final charges for each of the three (3) months will be the lesser of the two (2) pricing formulas. At the end of the initial three (3) month period, the better of the two (2) pricing formulas will be decided upon and will be used for the remainder of this Agreement.

- a. All prescription medications will be billed based on CPS' Actual Acquisition Cost (AAC), plus a percentage, plus a dispensing fee, as designated below:

Brand Name (single source) drugs = AAC plus three percent (3%) plus \$2.95 dispensing fee

Generic (multiple source) drugs = AAC plus ten percent (10%) plus \$2.95 dispensing fee

- b. Alternatively, all prescription and non-prescription medications will be billed based on Average Wholesale Price (AWP) as published by Medi-Span®:

AWP minus eighteen percent (18%) for Brand Name (single source) drugs.



AWP minus eighty percent (80%) for Generic (multiple source) drugs

Medications will not be sold below Contract Pharmacy Services' Actual Acquisition Cost (AAC). If, in using the stated pricing formulas, a medication calculates below cost, the medication will be charged at CPS' Actual Acquisition Cost.

- c. CPS will allow credit for the return of unused patient-specific medications. No credit will be given for partial bottles of liquid medications, eye/ear preparations, or topical medications. All medications must be returned in the original container in which they were issued and have an expiration date of three (3) months or more.

Credit will be issued at the price charged to the Facility, less the dispensing fee. There is not a processing fee for each blister card returned for credit.

Controlled substances cannot be returned to CPS, since they must be destroyed according to DEA regulations.

- d. Contract Pharmacy Services will bill the Facility at the end of each calendar month. Billing will be sent to the Facility by the 5<sup>th</sup> working day of each month for services provided in the previous month.

Payments of invoices received are due and payable to CPS by the 30<sup>th</sup> of the month. If the Facility requires special procedures for payment of invoices (i.e. purchase orders, multiple copies, electronic billing, etc.), they must notify CPS before the beginning of the contract. CPS will make every effort to comply with the payment procedures required by the Facility.

## 6. Representation and Warranties

### a. CPS Representation and Warranties

- 1) CPS represents and warrants that it is currently in compliance with all State, Federal, and Local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.
- 2) CPS further represents and warrants that the dispensing of Prescription items shall be in compliance at all times with appropriate State, Federal, and Local pharmaceutical laws and regulations.
- 3) CPS further represents and warrants that the representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of CPS.



4) CPS is a Pennsylvania corporation in good standing and is qualified to do business in the State of California.

b. PLUMAS COUNTY Representation and Warranties

PLUMAS COUNTY represents and warrants that the representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of PLUMAS COUNTY CORRECTIONAL FACILITY.

7. 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, PLUMAS 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. Notwithstanding the foregoing, PLUMAS COUNTY is obligated to pay for any services already rendered.

8. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

PHARMACY: Contract Pharmacy Services, Inc.  
Attention: Heather Hutchinson  
Chief Operating Officer  
125 Titus Avenue  
Warrington, Pennsylvania 18976

PLUMAS COUNTY: Plumas County Sheriff's Office  
Attention: Todd Johns  
Sheriff  
1400 East Main Street  
Quincy, California 95971

9. Representatives

CPS hereby designates Heather Hutchinson to be available to service the Agreement and resolve any problems which relate thereto. Similarly, PLUMAS COUNTY designates Commander Chad Hermann to represent it in all matters relating to this Agreement. Either party may change the designated representatives for this Agreement at any time upon notification to the other party.

10. Termination

- a. Without cause. This contract may be canceled by either party without cause upon at least sixty (60) days prior written notice to the other party.
- c. Upon breach of Agreement. PLUMAS COUNTY may cancel this Agreement at any time upon twenty (20) days prior notice if CPS breaches any responsibilities hereunder and fails to correct or remedy this breach within ten (10) days after notification. However, for purposes of this subsection, a breach which would permit termination only after twenty (20) days prior notice does not include a situation where any representation or warranty provided by CPS or PLUMAS COUNTY at the time of entering into this Agreement is later found to be untrue. In such situation where a representation or warranty contained herein is subsequently found to be false, the other party may cancel this Agreement at any time without prior notice.

11. CPS as Independent Contractor

The parties acknowledge that CPS is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner nor joint venture of, or with, PLUMAS COUNTY.

12. Indemnification

CPS covenants and agrees that it will indemnify and hold harmless PLUMAS COUNTY and all of PLUMAS COUNTY's officers, agents, or employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by CPS or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which PLUMAS COUNTY or said parties may be subject, except that neither CPS nor any of its agents, representatives or employees will be liable under this section for damages arising out of injury or damage to any person or property directly caused or resulting from the negligence of PLUMAS COUNTY or any of its officers, agents or employees.

13. Amendment to Agreement

No amendment to this Agreement shall be valid or enforceable unless in writing and executed by duly authorized representatives of both parties.

14. Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that the Agreement is for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

15. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

16. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against CPS for the reason that CPS was primarily responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

17. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Governed Law

This Agreement is governed by the laws of the State of California and any disputes that arise there from shall be determined exclusively within the California courts. Each party consents to the California courts' jurisdiction over it.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 above.

**Plumas County**

By: \_\_\_\_\_  
Kevin Goss  
Chair, Plumas County Board of  
Supervisors

**Contract Pharmacy Services, Inc.**

By: \_\_\_\_\_  
Wayne J. Shafer,  
Chief Executive Officer

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

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



By: \_\_\_\_\_  
Gabriel Hydrick  
Plumas County Administrative  
Officer/Purchasing Agent

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

Approved as to form:



5/26/20

Gretchen Stuhr  
Deputy County Counsel III

By: \_\_\_\_\_  
Heather Hutchinson,  
Chief Operating Officer

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



dc

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: June 9, 2020

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Director of Facility Services and Airports to sign CARES Act Grant Agreement for the Three Plumas County Airports designed to help offset the loss in revenue arising in diminished airport operations and activities.

---

### Background

The FAA has recently came out with a Coronavirus Aid, relief, and economic security act airports grants application dated April 21, 2020 which in turn grants money to our airports to offset economic decline in revenue. They are offering grants as follows - \$30,000 for Gansner airport, \$30,000 for Beckwourth airport, and \$20,000 for Rogers Field

### Recommendation

Approve and Authorize Director of Facility Services and Airports to sign the CARES Act grant agreement for all three airports



# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

JD

**Date:** May 27, 2020

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**Agenda:** Consent Agenda Item for June 9, 2020

**Recommendation:** Approve a supplemental budget in the amount of \$18,500 from Public Health Emergency Preparedness for COVID-19 response activities

**Background and Discussion:** Plumas County Public Health Agency recently received supplemental state funding to support local COVID-19 response activities. Environmental Health staff have been instrumental in this ongoing effort, providing outreach and reopening plans to businesses, training for contact trace investigations and providing a variety of other emergency response services. To help offset personnel costs for these required services, \$18,500 of Public Health Emergency Preparedness funding has been transferred to Environmental Health.

This funding will replace a loss of revenue seen in Sanitation Services and Realignment due to the COVID-19 pandemic. At this time, the Board is asked to approve a supplemental budget in the amount of \$18,500 for additional revenue deposited in account 46251, and a corresponding reduction of revenue in accounts 48000 and 45160. Please note this request does not change any expenditure authorizations.

The Supplemental Budget request form is attached and has been reviewed and approved by the County Auditor. If you have any questions, please contact me at 283-6367.

Thank you.

RECEIVED

MAY 28 2020

Auditors / Finance

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

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

Department: Environmental Health

Dept. No: 20550

Date 1/3/2017

The reason for this request is (check one):

### Approval Required

- 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

## 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
--------	--------	--------	--------------	-----------

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
--------	--------	--------	--------------	-----------

0001 20550 48000 Realignment -10,000

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.

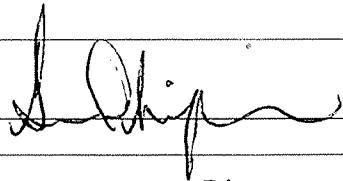
A) COVID-19 funds from Plumas County Public Health Agency

B) N/A

C) N/A

D) N/A

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



8/28/2020

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  
JOURNAL ENTRY

BUDGET:  
ACTUAL:

TREASURER

AUDITOR

DESCRIPTION	DEBIT	CREDIT	FUND	DEPT	ACCT	DEBIT	CREDIT	PURPOSE
			0001	20550	10100 46251	18,500.00	18,500.00	
			0015	70560	10100 521900	18,500.00	18,500.00	
<b>TOTALS:</b>	-	-				37,000.00	37,000.00	<b>EXPLANATION</b>
PREPARED BY:	DATE	REVIEW BY		FISCAL MONTH	PERIOD YEAR	INPUT BY	JOURNAL NUMBER	Contract: MOU2020PCEH EPO COVID
Debbie Robinson, Health Agency	5/19/2020			11	20			

Plumas County Environmental Health Dept.  
 270 County Hospital Road, Ste. 127  
 Quincy, CA 95971-9127 (530) 283-6355

## INVOICE - FIRST NOTICE

**TO:** Plumas County Public Health Department  
 127 County Hospital Rd.  
 Quincy, CA 95971

INVOICE #	DATE
IN00051920	5/19/2020

**RE:** Contract # MOU2020PCEH, EPO COVID-19 EH Agreement

PLEASE RETURN INVOICE NOTICE WITH PAYMENT

DATE	HEALTH PROGRAM	DESCRIPTION	FEE AMOUNT
5/19/2020	2820	Contract #MOU2020PCEH, EPO COVID-19 EH Agreement  Fund: 0001 Acct: 46251 Dept: 20550 Cash Acct: 10100  Remit Payment to: <i>Plumas County Environmental Health 270 County Hospital Road, Ste. 127 Quincy, CA 95947</i>	\$18,500.00

Total for this invoice due within 30 days  
 of date of invoice: \$ 18,500

1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	AMOUNT DUE
\$ 18,500.00	-0-	-0-	-0-	\$ 18,500.00

NOTE: Amounts are due and payable within 60 days of the date of invoice. All amounts not received within 60 days will be considered delinquent and will be assessed a penalty charge of 50% of the delinquent amount for each month of such delinquency.

20550  
46251

70560  
52190  
JL  
EPO  
COVID

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PLUMAS COUNTY PUBLIC HEALTH AGENCY  
AND  
PLUMAS COUNTY ENVIRONMENTAL HEALTH**

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Public Health Agency, (hereinafter referred to as "PCPHA"), and Plumas County Environmental Health, (hereinafter referred to as "PCEH") both are a political subdivision of the State of California.

**A. Purpose and Intent**

The purpose of these funds are to provide resources to prevent, prepare for and respond to COVID-19.

**B. Scope of Work**

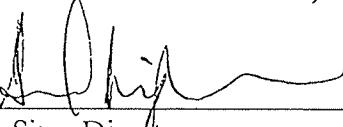
Carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and other preparedness and response activities related to the COVID19.

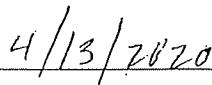
**C. Terms:** This MOU is in effect until June 30, 2020. Plumas County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas County Environmental Health from March 16, 2020 to date of approval of this Agreement by the Board of Supervisors.

**D. Compensation:** PCPHA will compensate PCEH in the amount not to exceed \$18,500.00 as follows:

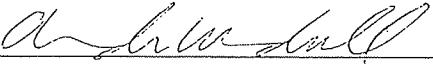
**Invoicing:** For services satisfactorily rendered, and upon receipt and approval of the invoice(s), PCPHA agrees to compensate PCEH for actual expenditures incurred in accordance with this MOU.

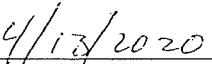
**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by and through their respective authorized officers, as of the date first above written.

  
\_\_\_\_\_  
Jerry Sipe, Director  
Plumas County Environmental Health

  
\_\_\_\_\_  
4/13/2020

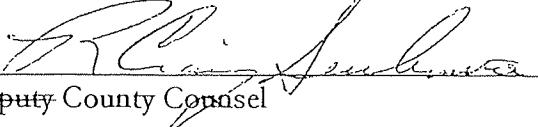
Date

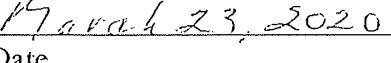
  
\_\_\_\_\_  
Andrew Woodruff, Director  
Plumas County Public Health Agency

  
\_\_\_\_\_  
4/13/2020

Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Counsel

  
\_\_\_\_\_  
March 23, 2020

Date

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

  
\_\_\_\_\_  
4/7/2020

Date

## Scope of Work

Agreement: EPO COVID 19 EH

Term: March 16, 2020 thru June 30, 2020

\$18,500

Awarded to Plumas County Environmental Health for the following COVID 19 purposes:

- Environmental Health staff time re-directed to COVID 19 activities
- Supplies
- Travel costs
- Equipment
- Media/Promotional Costs



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

**Date:** March 6, 2020  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff, Director  
**Agenda:** Item for June 9, 2020

**Recommendation:** Approve a Supplemental Budget of unanticipated revenue in Senior Nutrition Budget Unit 20830 in the amount of \$36,000 for FY 19-20 for the Families First Coronavirus Response Act (H.R. 6201).

**History/Background:** In response to the COVID-19 crisis, Congress has approved the Families First Coronavirus Response Act (H.R. 6201) which allocated \$250 million in Nutrition funds at the national level for both Congregate and Home-Delivered Meals. The CDA encourages and supports strategies for quickly and effectively using funds to meet new COVID-19 community needs, including disaster relief activities for older individuals or family caregivers served under the OAA, which may include, but are not limited to: providing drive through, take out, or home-delivered meals, providing well-being checks via phone, in-person, or virtual means, and providing homemaker, chore, grocery/pharmacy/supply delivery, or other services.

Plumas County Senior Nutrition Services has received Families First Coronavirus Response Act funding (H.R. 6201) from the Area Agencies on Aging of \$112,176, of which \$36,000 will be spent this fiscal year 2019-2020. Originally Public Health had budgeted \$36,000 as a contribution to Senior Nutrition, but with COVID-19 expenses incurred by Public Health, funding is limited and they will no longer be able to make that contribution. Since the COVID-19 emergency, Plumas County Senior Services has increased home delivered meals to seniors threefold.

A copy of the Supplemental Budget is attached for your review.



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

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

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

Department: Senior Nutrition      Dept. No. 20830      Date 5/15/2020

The Reason for this request is (check one):

Dept. No. 20830

Date 5/15/2020

The Reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to or from Contingencies	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within a department, except fixed asset	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

**TRANSFER FROM OR**

**SUPPLEMENTAL REVENUE ACCOUNTS**

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001N	20830	48001	Transfer from PH	\$ (36,000.00)
Total (must equal transfer to total)				\$ (36,000.00)

<input type="checkbox"/> TRANSFER TO OR	<input checked="" type="checkbox"/> X SUPPLEMENTAL REVENUE ACCOUNTS			
CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE				
FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001N	20830	44419	Families 1st COVID	\$ 36,000.00
Total (must equal transfer to total)				\$ 36,000.00

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) Received new COVID funding from AAA Passages of \$112,176 which can be spent April 2020 thru Sep 2021. The current 20830 budget has a \$36,000 revenue transfer from PH. With the additional expense that COVID has brought on Public Health, they are no longer able to provide that revenue.

(B) Original budget had \$36,000 coming from PH

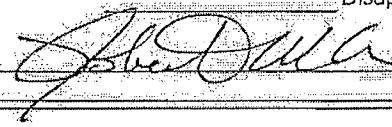
C Revenue received in 2019/20

(D) N/A

Approved by Department Signing Authority: 

Approved/Recommended

Disapproved/Not recommended

Auditor/Controller Signature:  5/14/2020

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.



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

**Date:** May 26, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff, Director

**CC:** Nancy Selvage, Human Resources

**Agenda:** Item for June 9, 2020

**Recommendation:** Approve a Resolution to Amend the FY 2019-2020 County Personnel Allocation in Budget Units 70560 and 70561 in the Health Education Coordinator I/II, Health Education Specialist and Community Outreach Coordinator series, effective April 1, 2020.

**Background:** As the Board is aware, Plumas County Public Health Agency manages multiple grants in various Budget Units. Plumas County Public Health Agency staff are often funded by a variety of state categorical funds. As duties change, so does the funding source supporting those duties. At this time Plumas County Public Health Agency requests changes to the Plumas County Personnel Allocation, effective April 1, 2020. There is no increase in FTE's to the County Personnel Allocation, just a shift of FTE between budget units to effectively staff emergency preparedness programs. There is no effect on the general fund because of this change.

A copy of the Resolution Amending the 2019-2020 County Personnel Allocation for Public Health Budget Units 70560 and 70561 is attached for your review.

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



**RESOLUTION NO: \_\_\_\_\_**

**RESOLUTION AMENDING THE 2019-2020 COUNTY PERSONNEL ALLOCATION  
FOR PUBLIC HEALTH BUDGET UNITS 70560 AND 70561, EFFECTIVE APRIL 1,  
2020.**

**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**, these positions are necessary in the daily operational needs of the Public Health Agency; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Units 70560 and 70561 in Fiscal Year 2019-2020 to reflect the following:

<b>Budget Unit 70560</b>	<b>FTE</b>	<b>Change</b>	<b>New FTE</b>
Health Education Coordinator I/II or	9.47	- .65	8.82
Health Education Specialist or			
Community Outreach Coordinator			
<b>Budget Unit 70561</b>	<b>FTE</b>	<b>Change</b>	<b>New FTE</b>
Health Education Coordinator I/II or	.45	.65	1.10
Health Education Specialist or			
Community Outreach Coordinator			

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 9<sup>th</sup> day of June 2020 by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

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Chair, Board of Supervisors

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Clerk, Board of Supervisors

J.E.3.



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



**Date:** May 20, 2020  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Consent Item for June 9, 2020

**Recommendation:**

- a. Approve a Resolution to accept Grant #CERG-006 from the County Medical Services Program (CMSP) Governing Board for the COVID-19 Emergency Response Program and authorize the Director of Public Health Agency to sign as the Board's designee; and
- b. Approve and sign Memorandum of Understanding #CMSP-CERG-PCIT with Information Technology in the amount of \$5,000.00.

**Background Information:** As the Board may recall on April 21, 2020 you approve submission of a Grant Application to the County Medical Services Governing Board for the COVID-19 Emergency Response Grant (CERG). Plumas County was awarded Grant Agreement Number CERG-006 in the amount of \$100,000.00 for the period of May 15, 2020 through May 30, 2021.

These grant funds will be used to pay for supportive quarantine services such as hotels, rent coverage, food and personnel hygiene supplies for uninsured or underserved individuals affected by the COVID-19 pandemic.

Information Technology will be instrumental in keeping the PCPHA's website updated on a daily basis with consistent public messaging, data updates, press releases and social media related to protecting our community against Covid-19.

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

**RESOLUTION NO. 20-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF PLUMAS  
ACCEPTING GRANT AGREEMENT NUMBER CERG-006 FROM THE COUNTY  
MEDICAL SERVICES GOVERNING BOARD FOR COVID-19 EMERGENCY RESPONSE  
PROGRAM.**

**WHEREAS**, the CMSP Governing Board has awarded Plumas County Grant Number CERG-006 in the amount of \$100,000.00 for the COVID-19 Emergency Response Program to expand the delivery of services that support local preparedness, containment, recovery and response activities; and

**WHEREAS**, these funds will be used to pay for supportive quarantine services such as hotels, rent coverage, food and personnel hygiene supplies as well as salaries for employees required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

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

1. Accept Grant Agreement Number CERG-006 from the County Medical Services Governing Board for COVID-19 Emergency Response Program beginning May 15, 2020 through May 30, 2021 in the amount of \$100,000.00, and
2. Authorize the Director of Public Health to sign the Agreement and execute subsequent documents and any future Amendments pertaining to Grant Agreement Number CERG-006.

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 2<sup>nd</sup> day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Plumas County Board of Supervisors

Attest:

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Clerk, Plumas County Board of Supervisors

JE.4.



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** May 27, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Agenda Item for June 9, 2020

**Recommendation:** Approve a multi year Professional Services Agreement Number PHEP2023SHASTA with the County of Shasta in the amount of \$11,382.60 to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant and direct the Chair to sign.

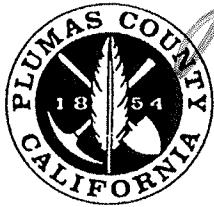
**Background Information:** As the Board is aware Plumas County Public Health Agency has had the responsibility of the Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant for the past three years.

The Emergency Preparedness Grant requires Plumas County to have epidemiological capacity. Plumas County Public Health Agency's budget could not absorb the cost of a full time epidemiologist. For the past several years Shasta County has shared its epidemiologist with the counties in Regional III. Shasta County has agreed to provide epidemiological services focusing on communicable disease and Bioterrorism to Plumas County for the next three years. The term of this agreement will be July 1, 2020 through June 30, 2023.

There is no fiscal impact on the general fund as this agreement is funded through the Public Health Emergency Preparedness Program. The Agreement was reviewed and signed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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

PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION



1834 East Main Street • Quincy, CA 95971 • (530) 283-6268  
Robert A. Perreault, Jr., P.E. Director of Public Works

**CONSENT AGENDA REQUEST**

For the June 9, 2020 meeting of the Plumas County Board of Supervisors

June 1, 2020

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works  
Subject: Resolution to Support the California Used Oil Collection Program

A handwritten signature of Robert A. Perreault, Director of Public Works, in black ink.

**Background:**

The Department of Public Works, through its Solid Waste Division, has administered the California Used Oil Payment Program for many years. Effective January 1, 2010 the program was conducted by the California Department of Resources, Recycling and Recovery (CalRecycle). The program consists of making payments to qualifying jurisdictions for implementation of the local used oil programs, as required by PRC §48690, et seq.

On June 15, 2010; and again on June 16, 2015 the Plumas County Board of Supervisors authorized a resolution authorizing the Director of Public Works, or his/her designee, to execute in the name of Plumas County Department of Public Works all documents, including, but not limited to, applications, agreements, annual reports, and amendments necessary to secure said payments to support the Used Oil Collection Program. This authorization was effective for five years from the date of adoption and expires on June 16, 2020.

The attached, draft Resolution sets forth the Plumas County support for the California Used Oil Payment Program and authorizes the Director of Public Works to execute any program-related documents for an additional 5 years from the date of adoption.

The attached resolution has been approved as to form by County Counsel

**Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors approve the attached, draft Resolution.

Plumas County, California  
RESOLUTION NO. 20-\_\_\_\_\_

**PARTICIPATION IN THE CAL RECYCLE  
USED OIL PAYMENT PROGRAM FOR 5 YEARS**

**WHEREAS**, Public Resources Code sections 48690 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to make payments to qualifying jurisdictions for implementation of their used oil programs as required by PRC § 48690 et seq.; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

**WHEREAS**, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors authorizes the submittal of a Used Oil Payment Program application to CalRecycle; and

**BE IT FURTHER RESOLVED** that the Director of Public Works, or his/her designee, is hereby authorized and empowered to execute in the name of the Plumas County Department of Public Works all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Payment Program provided, however, that any such documents shall be subject to approval by County Counsel, the Auditor, or other County officials if required by County policy, and

**BE IT FURTHER RESOLVED** that this authorization is effective for five (5) years from the date of adoption of this resolution June 9, 2020 thru June 9, 2025.

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 9<sup>th</sup> day of June 2020, by the following vote:

**AYES:**            SUPERVISORS:

**NOES:**            SUPERVISORS:

**ABSTAIN/ABSENT:**            SUPERVISORS:

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Chair of the Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

# 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: 6/9/2020

To: HONORABLE BOARD OF SUPERVISORS

From: ROBERTA M. ALLEN – AUDITOR/CONTROLLER *RAA*

Subject: Adopt Resolution authorizing the County's Primary and/or Alternate CSAC-EIA Board member to execute the amendment to the Joint Powers Agreement of the CSAC Excess Insurance Authority; approved as to form by County Counsel.

## Recommendation:

Adopt Resolution authorizing the County's Primary and/or Alternate CSAC EIA Board member to execute the amendment to the Joint Powers Agreement of the CSAC Excess Insurance Authority; approved as to form by County Counsel.

## Background:

CSAC Excess Insurance Authority (EIA) was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC). Today, 55 out of the 58 counties in California participate in one or more of the EIA programs. In 2001, the EIA expanded its offerings to other California public agencies. At this point, over 70% of the cities in California participate in one or more of the EIA programs. In addition, a variety of special districts, school districts, and JPAs also participate in EIA Programs. The EIA is recognized as the largest public entity property and casualty pool in the United States.

After 40 years of existence, the EIA is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on "excess" programs. The EIA is not an insurance company and does not provide "insurance" from a technical standpoint.

The subject of a name change was discussed with the EIA's Executive Committee and various Committee Chairs at a strategic planning retreat in November 2019. Thereafter, the Executive Committee approved moving forward with a name change and staff and a sub-committee of Executive Committee members were tasked with coming up with a new name. Some points that were at the forefront of the discussions regarding a new name include: (1) removing confusion by eliminating "CSAC," "Excess," and "Insurance" from our name; and (2) taking California out of the name since the organization is poised to expand its programs and services to public agencies across the nation. The new name – Public Risk Innovations, Solutions, and Management (PRISM) will support the organization's current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

The main purpose of the proposed JPA Amendment is to substitute the new name for the old one throughout the document. One other notable change is that the provision that county members must maintain their membership in CSAC is being removed. This will help the organization create a unique identity apart from CSAC. The removal

of this requirement does not affect the governance of the EIA in any way. The EIA's relationship with CSAC is very good and its desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. CSAC is aware of this proposed change and has not expressed any concern over it.

The proposed amendments are an amendment to the existing CSAC EIA joint powers agreement. The existing JPA is not being "rescinded or terminated." The parties to the amended agreement are not entering into an agreement to create a new joint powers agency; rather, the parties are simply amending the existing Agreement.

Since the JPA Agreement was being amended to address the name change and removal of the CSAC membership requirement, the EIA has also made some other amendments to the Agreement to "clean up" the document to coincide with current practices and the future vision of the organization.

BEFORE THE BOARD OF SUPERVISORS  
PLUMAS COUNTY, STATE OF CALIFORNIA

RESOLUTION NO. 2020 -  
IN THE MATTER OF AN AMENDMENT TO CSAC EXCESS INSURANCE  
AUTHORITY JOINT POWERS AUTHORITY AGREEMENT

**WHEREAS**, PLUMAS COUNTY is a voting member of CSAC Excess Insurance Authority (CSAC EIA) Insurance Programs and CSAC EIA has proposed amendments to the Joint Powers Authority Agreement; and

**WHEREAS**, the majority of the proposed changes to the Agreement are to reflect the organization's change of its name from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM; and

**WHEREAS**, the proposed amendments are an amendment to an existing JPA (CSAC EIA), the existing JPA is not being "rescinded or terminated", and the parties to the amended agreement are not entering into an agreement to create a new joint powers agency; and

**WHEREAS**, another change eliminates the provision that if a member County terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA Agreement and its membership in CSAC EIA cancelled; and

**WHEREAS**, additional changes to the Agreement have been made to conform to the current business operations and to clean up the document;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. The Board of Supervisors authorizes the County's primary and/or alternate Board Member to execute the amended Joint Powers Agreement.

The foregoing resolution was adopted on motion by Supervisor \_\_\_\_\_, and seconded by Supervisor \_\_\_\_\_, at a regular meeting of this Board of Supervisors held on \_\_\_\_\_, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**



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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Plumas County, State of California



Amended: June 30, 2020

Adopted: October 5, 1979  
Amended: May 12, 1980  
Amended: January 23, 1987  
Amended: October 7, 1988  
Amended: March 1993  
Amended: November 18, 1996  
Amended: October 4, 2005  
Amended: February 28, 2006  
Amended: June 30, 2020

**JOINT POWERS AGREEMENT  
CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

**RECITALS**

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

**WHEREAS**, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

**WHEREAS**, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

**WHEREAS**, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

**"CSAC"** shall mean the County Supervisors Association of California, dba California State Association of Counties.

**"Board of Directors"** or **"Board"** shall mean the governing body of PRISM.

**"Claim"** shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

**"Executive Committee"** shall mean the Executive Committee of the Board of Directors of PRISM.

**"Fiscal year"** shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

**"Government Code"** shall mean the California Government Code.

**"Insurance program"** or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

**"Joint powers law"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

**"Loss"** shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

**"Member county"** shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

**"Member Public Entity"** shall mean any California public entity which is not a California county which has executed this Agreement and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

**"Miscellaneous Program"** is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

**"Occurrence"** shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

**"Participating county"** shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

**"Participating public entity"** shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

**"Self-insured retention"** shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

**"Reinsurance"** shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

## ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

## ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

## ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

## **ARTICLE 5 CREATION OF PRISM**

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovations, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

## **ARTICLE 6 POWERS OF PRISM**

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

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Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

## **ARTICLE 7 BOARD OF DIRECTORS**

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

## ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

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- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

#### **ARTICLE 9** **MEETINGS OF THE BOARD OF DIRECTORS**

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

## ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

## ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

## ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

## ARTICLE 13 STAFF

- (a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14**  
**DEVELOPMENT, FUNDING AND IMPLEMENTATION**  
**OF INSURANCE PROGRAMS**

- (a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:
- (1) Workers' compensation;
  - (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
  - (3) Comprehensive automobile liability;
  - (4) Hospital malpractice liability;
  - (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

- (b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.
- (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.
- (2) **Premium Surcharge**  
(i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.
- Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.
- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
- (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
- (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

## ARTICLE 15 ACCOUNTS AND RECORDS

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
  - (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.
- PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
  - (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

## ARTICLE 16 RESPONSIBILITIES FOR FUNDS AND PROPERTY

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
  - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
  - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
  - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

## **ARTICLE 17** **RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

## **ARTICLE 18** **ADMINISTRATION OF CLAIMS**

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of PRISM, may involve liability of PRISM.

### **ARTICLE 19 NEW MEMBERS**

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

### **ARTICLE 20 WITHDRAWAL**

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

### **ARTICLE 21 CANCELLATION**

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
  - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
  - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

**ARTICLE 22**  
**EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

**ARTICLE 23**  
**TERMINATION AND DISTRIBUTION OF ASSETS**

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

**ARTICLE 24**  
**LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS**  
**AND LEGAL ADVISORS**

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage as is hereinabove set forth.

**ARTICLE 25**  
**BYLAWS**

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISM.

**ARTICLE 26**  
**NOTICES**

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

**ARTICLE 27**  
**AMENDMENT**

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

**ARTICLE 28**  
**EFFECTIVE DATE OF AMENDMENTS**

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29**  
**PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30**  
**AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31**  
**DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32**  
**FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

JPA, PRISM

Amended: June 30, 2020

**IN WITNESS WHEREOF**, the undersigned party hereto has executed this Agreement on the date indicated below.

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

MEMBER: \_\_\_\_\_  
(Print Name of Member)

BY: \_\_\_\_\_  
(Authorized signature of Member)

Seal:



Adopted: October 5, 1979  
Amended: May 12, 1980  
Amended: January 23, 1987  
Amended: October 7, 1988  
Amended: March 1993  
Amended: November 18, 1996  
Amended: October 4, 2005  
Amended: February 28, 2006  
Amended: June 30, 2020

## JOINT POWERS AGREEMENT

### CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ~~THE CSAC EXCESS INSURANCE AUTHORITY~~

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. The Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. All such California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, [collectively "members"] shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

## RECITALS

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

**WHEREAS**, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

**WHEREAS**, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

**WHEREAS**, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**"CSAC"** shall mean the County Supervisors Association of California, dba California State Association of Counties.

**"Authority"** shall mean the CSAC Excess Insurance Authority created by this Agreement.

**"Board of Directors"** or **"Board"** shall mean the governing body of the Authority PRISM.

**"Claim"** shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of PRISM the Authority in which the member is a participant.

**"Executive Committee"** shall mean the Executive Committee of the Board of Directors of PRISM the Authority.

**"Fiscal year"** shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM the Authority.

**"Government Code"** shall mean the California Government Code.

**"Insurance program"** or **"program"** shall mean a program which has been designated as a major program of PRISM the Authority under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, or the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

**"Joint powers law"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

**"Loss"** shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM the Authority in which the member is a participant.

**"Member county"** shall mean any county in the State of California which through the membership of its supervisors in CSAC, has executed this Agreement and become a member of PRISM the Authority. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

**"Member Public Entity"** shall mean any California public entity which is not a California county which does not maintain a membership in CSAC, which has executed this Agreement and become a member of PRISM the Authority, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

**"Miscellaneous Program"** is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISMthe Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISMthe Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISMthe Authority.

"Reinsurance" shall mean insurance purchased by PRISMthe Authority as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

## ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

## ARTICLE 3 PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party

from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of ~~PRISM~~~~the Authority~~, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of ~~PRISM~~~~the Authority~~.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

## ARTICLE 4

### TERM

This Agreement shall continue in effect until terminated as provided herein.

## ARTICLE 5

### CREATION OF THE AUTHORITY~~PRISM~~

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Public Risk Innovations, Solutions, and Management ("PRISM")~~CSAC-Excess Insurance Authority~~, with such powers as are hereinafter set forth.

## ARTICLE 6

**POWERS OF THE AUTHORITY**

PRISMThe Authority shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7**  
**BOARD OF DIRECTORS**

PRISMThe Authority shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon

termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

—(c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level; 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISMthe Authority's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of PRISMthe Authority shall determine which director(s) shall vote.

## ARTICLE 8

### POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISMthe Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may

discharge any powers or duties of the Board of Directors except adoption of PRISMthe Authority's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISMthe Authority. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors. ; provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.

(e) The Board of Directors shall elect the officers of PRISMthe Authority and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISMthe Authority. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISMthe Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISMthe Authority and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISMthe Authority, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors may require that PRISMthe Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISMthe Authority. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISMthe Authority.

## ARTICLE 9

### MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISMthe Authority shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

## ARTICLE 10

### OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

## ARTICLE 11

### EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISMthe Authority.

The Executive Committee shall conduct the business of PRISMthe Authority between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

## ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM~~the Authority~~. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

## ARTICLE 13 STAFF

(a) **Principal Staff.** The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) **Chief Executive Officer.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM~~the Authority~~, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM~~the Authority~~ and shall perform such other duties as are assigned by the Board and Executive Committee.

(b)

(2) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer The duties of the Treasurer are set forth in Article 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(3) **Auditor.** The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

(b) **Charges for Treasurer and Auditor Services.** Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM the Authority.

## ARTICLE 14

### DEVELOPMENT, FUNDING AND IMPLEMENTATION OF INSURANCE PROGRAMS

(a) **Program Coverage.** Insurance programs of PRISM the Authority may provide coverage, including excess insurance coverage for:

(1) Workers' compensation;  
(2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;

- (3) Comprehensive automobile liability;  
(4) Hospital malpractice liability;  
(5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Authority Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM the Authority, hereinafter called PRISM Authority general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM Authority general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Development Charge.** Development costs of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program following the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and

risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.

The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.

Upon the conclusion of program development, any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.

(12) **Annual Premium.** Except as provided in (23) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISMthe Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISMAuthority general expense allocated to the program by the Board of Directors.

(23) **Premium Surcharge**

(i) If PRISMthe Authority experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISMthe Authority notifies the governing body of each participating member in writing of its recommendations regarding its intent to

assess a premium surcharge and the amount recommended to be assessed each member. PRISM The Authority shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM the Authority shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, program development costs, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

As a condition of late entry, the member shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment, and also any costs incurred by the Authority in analyzing the member's loss data and determining its annual premium as of the time of entry.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM the Authority who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

## ARTICLE 15

### ACCOUNTS AND RECORDS

(a) **Annual Budget.** PRISM The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM the Authority.

(b) **Funds and Accounts.** The Auditor of PRISMthe Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISMthe Authority. Books and records of PRISMthe Authority in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISMthe Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and eightytwo (1820) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISMthe Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISMthe Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISMthe Authority is located and shall be sent to any public agency or person in California that submits a written request to PRISMthe Authority. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISMthe Authority.

## ARTICLE 16

### RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISMthe Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.65, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISMthe Authority and place them in the treasury of the Treasurer to the credit of PRISMthe Authority.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISMAuthority funds so held by him or her.

(3) Pay any sums due from PRISMthe Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISMAuthority funds upon warrants drawn by the Auditor.

(4) Verify and report in writing to the Authority and to members, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISMthe Authority.

(d) PRISMthe Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISMthe Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISMthe Authority.

## ARTICLE 17

### RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISMthe Authority for all matters relating to risk management.

(c) Each member shall maintain an active safety risk control program, and shall consider and act upon all recommendations of PRISMthe Authority concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISMthe Authority in which the member is a participant, and shall provide copies of such records to PRISMthe Authority as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.

(e) Each member shall pay development charges, premiums, and premium surcharges due to PRISMthe Authority as required under Article 14. Penalties for late payment of such charges, premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISMthe Authority any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISMthe Authority associated with the collection of such premiums or other charges, shall be recoverable by PRISMthe Authority.

(f) Each member shall provide PRISMthe Authority such other information or assistance as may be necessary for PRISMthe Authority to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist PRISMthe Authority, and any insurer of PRISMthe Authority, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

(h) Each member county shall maintain membership in CSAC.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

## ARTICLE 18

### ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) ~~PRISM~~the Authority may develop standards for the administration of claims for each insurance program of the Authority ~~PRISM~~ so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give ~~PRISM~~the Authority timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of ~~PRISM~~the Authority without the advance written consent of ~~PRISM~~the Authority.

(e) ~~PRISM~~the Authority, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of ~~PRISM~~the Authority, may involve liability of ~~PRISM~~the Authority.

## ARTICLE 19

### NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

## ARTICLE 20

### WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to ~~PRISM~~the Authority if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISMthe Authority at least sixty (60) days advance written notice of such action.

## ARTICLE 21

### CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in PRISMthe Authority, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISMthe Authority as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of PRISMthe Authority, without canceling the member's membership in PRISMthe Authority or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISMthe Authority within the member's first year as a member of PRISMthe Authority shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISMthe Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of PRISMthe Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISMthe Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.

## ARTICLE 22

### EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of PRISMthe Authority is canceled under Article 21, with or without cancellation of membership in PRISMthe Authority, and such cancellation is effective before the end of the policy year for that program, PRISMthe Authority shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISMthe Authority, or from any program of PRISMthe Authority, shall not be entitled to the return of any premium or other payment to PRISMthe Authority, or of any property contributed to PRISMthe Authority. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISMthe Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISMthe Authority's invoice and payment policy.

(d) Those members which ~~whothat~~ have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISMthe Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the ~~county's~~member's participation in any program.

## ARTICLE 23

### TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISMthe Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and PRISM the Authority shall continue to exist after such election for the purpose of

disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISMthe Authority.

(b) Upon termination of this Agreement, all assets of PRISMthe Authority in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISMthe Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

## ARTICLE 24

### LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISMthe Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISMAuthority funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISMthe Authority shall be used to defend, indemnify and hold harmless PRISMthe Authority and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISMthe Authority. Nothing herein shall limit the right of PRISMthe Authority to purchase insurance to provide such coverage as is hereinabove set forth.

**ARTICLE 25**  
**BYLAWS**

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISMthe Authority.

**ARTICLE 26**  
**NOTICES**

PRISMThe Authority shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISMthe Authority with the address to which communications are to be sent. Members shall address notices and other communications to PRISMthe Authority to the Chief Executive Officer of PRISMthe Authority, at the office address of PRISMthe Authority as set forth in the Bylaws.

**ARTICLE 27**  
**AMENDMENT**

A two-thirds vote of the total voting membership of PRISMthe Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

**ARTICLE 28**  
**EFFECTIVE DATE OF AMENDMENTS**

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 298**

**PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISMthe Authority.

**ARTICLE 3029  
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 30  
EFFECTIVE DATE OF AMENDMENTS**

Any amendment of this Agreement shall become effective upon the date specified by the Board and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board member's must take place no later than 30 days from the effective date specified by the Board.

**ARTICLE 31  
DISPUTE RESOLUTION**

When a dispute arises between PRISMthe Authority and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISMthe Authority for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISMthe Authority's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then of course the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISMthe Authority.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

## ARTICLE 32

### FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISMthe Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

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

MEMBER: \_\_\_\_\_

(Print Name of Member)

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

(Authorized signature of Member)

Seal:

**CSAC Excess Insurance Authority  
Summary of Proposed Redline Changes  
Joint Powers Agreement  
March 2020**

**Background/Reasons for the Name Change from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management**

The recommendation to change our name came at our strategic planning retreat in mid- November. The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on “excess” programs. The EIA is not an insurance company and does not provide “insurance” from a technical standpoint.

We have determined that we should take this opportunity to undertake a complete rebranding of the EIA. We want to remove the confusion by eliminating “CSAC,” “Excess,” and “Insurance” from our name. We also do not want to emphasize “California” in our new name since we are poised to expand our programs and services to public agencies across the nation. The new name – Public Risk Innovation, Solutions, and Management (PRISM) will support our current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

In light of the fact that our goal is to create a unique identity apart from CSAC, we determined that it is appropriate to remove the provision that county members must maintain their membership in CSAC. As the decision to remove this requirement was being made, it was noted that our relationship with CSAC is very good and our desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. The removal of this requirement does not affect the governance of the organization in any way.

**Amendments**

**Changes relating to the name change and relationship to CSAC:**

- The name CSAC Excess Insurance Authority is changed to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM. The new name is inserted in place of the old name throughout the document.
- Article 17(h), which is the requirement for county members to maintain their membership in CSAC, is deleted. Article 21(d) is also deleted as that provision stated that if a member county terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA. In addition, the definition of “Member County” and “Member Public Entity” have been modified.

Miscellaneous changes relating to clean up items and changes to coincide with our current practices and future vision (all references to page numbers below refer to the attached redline version of the document):

The PRISM Board of Directors is now consistently referred to throughout the document as the Board of Directors, whereas the prior version of the Agreement contained references to both the Board of Directors and the Board.

References to a program's governing committee or program MOU have been inserted throughout recognizing the authority of program governing committees to govern their own programs as specified in various MOUs. These insertions are in the definition of Insurance Program, Article 14, Article 18, Article 21, and Article 22.

Page 2, Definition of "Insurance Program" – clarifies that the term refers to a major program.

Page 2, Definition of "Miscellaneous Program" – New definition to define these additional programs that are available to members.

Page 2, Definitions of "Member County" and "Member Public Entity" – For National Expansion purposes, references to California have been added to the definitions of "Member County" and "Member Public Entity."

Page 5, Article 6(g) – This subsection is added to clarify that non-member entities may participate in Miscellaneous Programs (a current practice) and that risk management services can be provided to out-of-state participants in a PRISM program.

Page 7, Article 8(d) – To conform to current practices, the last sentence that says committees that are not comprised of a majority of board members may only function in an advisory capacity has been removed. Most of the committees are not currently comprised of a majority of Board members. The Claims Review Committee ("CRC") is an exception, and the Executive Committee has been mindful to ensure that a majority of the CRC members are either Board or Alternate Board members.

Page 9, Article 13 – This Article has been modified to fit the PRISM current staffing model. When established in 1979, the JPA broadly referenced both Government Code 6505.5 and 6505.6 for Treasurer and Auditor duties. Government Code 6505.5 provides for Treasurer/Auditor services to be provided by a member entity and 6505.6 allows these services to be provided by in-house staff. For many years now, PRISM has operated in accordance with Government Code 6505.6 and the amendments reflect the in- house model provided for in Government Code 6505.6. Currently, the CEO is designated as the Treasurer and Secretary via the CEO contract. The proposed amendment will designate the CFO as the Treasurer and Auditor and the CEO as the Secretary. The amended Article provides that the CEO serves at the pleasure of the Board, the Board designates the CFO as Treasurer/Auditor, but the CFO serves at the pleasure of the CEO.

Pages 10-11, Article 14(b)(1), (c), (d), and Page 14, Article 17(e) - References to program development charges have been removed since the Board eliminated these charges two years ago.

Page 13, Article 15(c) – The amendment changes the timeframe in which the Auditor's Report will be done from 120 to 180 days to more accurately reflect the length of time it takes for auditors to complete the audit. (The Government Code provides up to 12 months).

Page 13, Article 16(b) – This subsection is modified to refer to Government Code 6505.6 because that reflects the current PRISM staffing model. Subsection (b)(4) is deleted because it was required under Government Code Section 6505.5, but is not required when the staffing is done in conjunction with Government Code Section 6505.6.

Page 14, Article 17(c) – The term "safety," which relates mostly to workers' compensation, has been changed to "risk control" to denote its broad application.

Page 15, Article 18(c) – The various Program Memorandums of Coverage ("MOC") typically include a provision that states when members must provide PRISM with notice of a claim. Accordingly, this provision of the Agreement is expanded to reflect the fact that members shall give notice in accordance with the Bylaws and the Program MOCs.

Page 16, Article 21(b) and Page 17, Article 22(b) – Cancellation provisions are often included in the various Program Memorandums of Understanding (MOU) so these sections are amended to reflect that fact.

Page 17, Article 22(d) – Two typographical errors are corrected. Specifically, "...those members which who...." is changed to "...those members that ..." and "...county's participation..." is changed to "...member's participation...."

Page 19, Article 27 – At a member's suggestion during the review and comment process, this article is amended to allow the Executive Committee to make non-substantive, clerical amendments to the Agreement without the need to obtain Board approval.

Pages 19 and 20 – Article 27 is titled "Amendment" and Article 30 is titled "Effective Date of Amendments." As these subjects are connected to each other, Article 30 is moved to Article 28 so that the two provisions are together in the Agreement. Accordingly, current Article 28 becomes Article 29 and current Article 29 becomes Article 30.

# 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



Date: May 26, 2020

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2020/21

## **RECOMMENDATION:**

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2020/21.

## **BACKGROUND:**

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2020/21 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2020.pdf>

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

**RESOLUTION NO. 20-**

**A Resolution establishing Fiscal Year 2020/2021 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts**

**WHEREAS**, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

**WHEREAS**, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

**WHEREAS**, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2020/2021; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2020/2021; and

**BE IT FURTHER RESOLVED**, that the appropriations limits for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 37,812,987
Quincy Lighting	\$ 141,738
CSA #11 (Ambulance)	\$ 76,512
Beckwourth CSA	\$ 22,035

**BE IT FURTHER RESOLVED**, that any judicial action of proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

**RESOLUTION NO. 20-**

The foregoing, Resolution No. 20-\_\_\_\_\_ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 16th day of June 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**Chair, Board of Supervisors**

**ATTEST:**

---

**Clerk of the Board of Supervisors**

**Plumas County**

**Prop 4 Calculations**

**January 1, 2019 to January 1, 2020**

California Department of Finance Per Capita	$\frac{3.73 + 100}{100} = 1.0373$	<sup>1</sup>
Percentage change over prior year		
Plumas County	$\frac{0.10 + 100}{100} = 1.0010$	<sup>2</sup>
Population Percentage Change		
<b>Calculation of Factor for FY 2020/21</b>	<b>1.0383</b>	<sup>1 x 2</sup>

**Prop 4 Spending Limits-Revision**

**FY 2020/21**

Jurisdiction	County FY 19/20 Limit	County FY 2020/21 Factor	County FY 2020/21 Limit	District FY 2020/21 Limit
Plumas County	\$ 36,418,171	1.0383	\$ 37,812,987	
Crescent Mills Lighting	\$ -	1.0383	\$ -	
Quincy Lighting	\$ 136,510	1.0383	\$ 141,738	
West Almanor CSD	\$ 839,044	1.0383	\$ 871,179	
CSA #8 Water	\$ -	1.0383	\$ -	
Plumas Eureka CSD	\$ 76,995	1.0383	\$ 79,944	
CSA #11	\$ 73,690	1.0383	\$ 76,512	
Beckwourth CSA	\$ 21,222	1.0383	\$ 22,035	
Indian Valley CSD	\$ 22,038	1.0383	\$ 22,882	
P.C. Flood Control	\$ -	1.0383	\$ -	
Greenhorn Creek CSD	\$ 112,260	1.0383	\$ 116,559	
Prattville-Almanor Fire	\$ 91,084	1.0383	\$ 94,572	
Beckwourth Fire	\$ 47,472	1.0383	\$ 49,290	
Chester Fire	\$ 358,828	1.0383	\$ 372,571	
Crescent Mills Fire	\$ 359,736	1.0383	\$ 373,514	
Graeagle Fire	\$ 193,821	1.0383	\$ 201,244	
Hamilton Branch Fire	\$ 476,071	1.0383	\$ 494,305	
Laporte Fire	\$ 32,319	1.0383	\$ 33,557	
Meadow Valley Fire	\$ 138,006	1.0383	\$ 143,291	
Peninsula Fire	\$ 389,780	1.0383	\$ 404,709	
Quincy Fire	\$ 630,504	1.0383	\$ 654,652	
Sierra Valley Fire	\$ 124,082	1.0383	\$ 128,835	
Indian Valley CSD	\$ 177,630	1.0383	\$ 184,433	
Eastern Plumas Rural Fire	\$ 141,473	1.0383	\$ 146,891	
Chester Cemetery	\$ -	1.0383	\$ -	
Crescent Mills Cemetery	\$ -	1.0383	\$ -	
Cromberg Cemetery	\$ -	1.0383	\$ -	
Greenville Cemetery	\$ -	1.0383	\$ -	
Meadow Valley Cemetery	\$ -	1.0383	\$ -	
Mohawk Valley Cemetery	\$ -	1.0383	\$ -	
Portola Cemetery	\$ -	1.0383	\$ -	
Quincy Cemetery	\$ 378,829	1.0383	\$ 393,338	
Taylorsville Cemetery	\$ -	1.0383	\$ -	
Central Plumas Rec.	\$ 1,071,204	1.0383	\$ 1,112,231	
Johnsville PUD	\$ 147,945	1.0383	\$ 153,611	
Graeagle CSD	\$ 32,108	1.0383	\$ 33,338	
Greenville CSD	\$ 669,095	1.0383	\$ 694,721	
IV Soil Conser.	\$ -	1.0383	\$ -	
La Porte Cemetery	\$ -	1.0383	\$ -	
Air Pollution Control	\$ -	1.0383	\$ -	
CSA #12	\$ -	1.0383	\$ -	
Sierra Valley Ground Water	\$ -	1.0383	\$ -	
Feather River Canyon CSD	\$ -	1.0383	\$ -	
<b>Totals</b>	<b>\$ 43,159,915</b>		<b>\$ 44,812,940</b>	

**Beckwourth CSA****Prop 4 Spending Limit-Revision  
FY 2020/21***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0373

**X**

Population Growth from

01/01/19-01/01/20 1.001

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Growth Factor FY 2020/21 1.0383

FY 2019/20 Prop 4 Spending Limit \$ 21,222

**FY 2020/21 Prop 4 Spending Limit \$ 22,035**

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**Robert M. Allen, CPA  
Auditor / Controller**

**CSA #11****Prop 4 Spending Limit-Revision  
FY 2020/21***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0373
<b>X</b>	
Population Growth from	
01/01/19-01/01/20	1.001
<hr/>	
Growth Factor FY 2020/21	1.0383
 FY 2019/20 Prop 4 Spending Limit	\$ 73,690
 <b>FY 2020/21 Prop 4 Spending Limit</b>	<b>\$ 76,512</b>

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**Robert M. Allen, CPA**  
**Auditor / Controller**

**Plumas County****Prop 4 Spending Limit-Revision  
FY 2020/21***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0373
<b>X</b>	
Population Growth from	
<u>01/01/19-01/01/20</u>	1.001
Growth Factor FY 2020/21	1.0383

FY 2019/20 Prop 4 Spending Limit      \$ 36,418,171

<b>FY 2020/21 Prop 4 Spending Limit</b>	<b>\$ 37,812,987</b>
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**Roberta M. Allen, CPA**  
**Auditor / Controller**

**Quincy Lighting****Prop 4 Spending Limit-Revision  
FY 2020/21***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0373
<b>X</b>	
Population Growth from	
<u>01/01/19-01/01/20</u>	<u>1.001</u>
Growth Factor FY 2020/21	1.0383
 FY 2019/20 Prop 4 Spending Limit	\$ 136,510
 <b>FY 2020/21 Prop 4 Spending Limit</b>	<b>\$ 141,738</b>

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**Roberta M. Allen, CPA**  
**Auditor / Controller**



GAVIN NEWSOM • GOVERNOR  
STATE CAPITOL • ROOM 1145 • SACRAMENTO CA 95814-4998 • [www.dof.ca.gov](http://www.dof.ca.gov)

May 2020

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER  
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

**2020-21:**

Per Capita Cost of Living Change = 3.73 percent  
Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio:  $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21:  $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019**

County City	<u>Percent Change</u> 2019-2020	<u>Population Minus Exclusions</u> 1-1-19      1-1-20		<u>Total Population</u> 1-1-2020
<b>Plumas</b>				
Portola	-0.05	2,017	2,016	2,016
Unincorporated	0.12	16,225	16,244	16,244
County Total	0.10	18,242	18,260	18,260

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2020-21

**Attachment C**

**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

County	<u>Percent Change</u> 2019-20	<u>--- Population Minus Exclusions ---</u>	
		1-1-19	1-1-20
<b>Napa</b>			
Incorporated	-0.60	114,151	113,468
County Total	-0.61	137,902	137,066
<b>Nevada</b>			
Incorporated	0.27	32,147	32,233
County Total	0.30	97,740	98,037
<b>Orange</b>			
Incorporated	0.04	3,064,197	3,065,272
County Total	0.04	3,192,279	3,193,693
<b>Placer</b>			
Incorporated	2.23	282,173	288,464
County Total	1.95	395,978	403,711
<b>Plumas</b>			
Incorporated	-0.05	2,017	2,016
County Total	0.10	18,242	18,260
<b>Riverside</b>			
Incorporated	0.79	2,031,484	2,047,494
County Total	0.79	2,413,561	2,432,578
<b>Sacramento</b>			
Incorporated	1.29	943,866	956,019
County Total	0.90	1,535,945	1,549,820
<b>San Benito</b>			
Incorporated	1.57	42,096	42,758
County Total	1.37	61,513	62,353
<b>San Bernardino</b>			
Incorporated	0.54	1,843,416	1,853,328
County Total	0.51	2,139,271	2,150,125

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

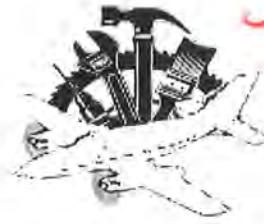


Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

3A

**DATE:** June 9, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Kevin Correira – Facility Services Director

**SUBJECT:** Request to approve and authorize Board Chair to sign Ordinance to amend Title 6 of Plumas County Code (increasing fees for overnight camping at Taylorsville Campground), and Resolution to amend the Master Fee Schedule to raise fees accordingly.

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### **Background**

In early 2019, Facility Services Department completed a nexus study in order to bring Taylorsville Campground rates up to comparable rates in the area. A resolution was drawn up to increase the Master Fee Schedule but was put aside until we could change the ordinance that controlled that fee, we found that the Master Fee Schedule had been changed several times over the years but the ordinance has been the same for the last 36 years. Also the ordinance mentions a FEE/FINE schedule that seemed to disappear sometime between 1993 and 2001 which is now redefined.

Just for comparison the Greenville Campground, which is controlled by the USFS, is charging \$25.00 per night and \$8.00 per extra vehicle according to their web site.

### **Recommendation**

Approve and authorize Board Chair to sign the ordinance to amend Section 6-1.117 (establish a fine schedule for violations) Chapter 1 of Title 6 of the Plumas County Code and Section 6-7.10.1 and 6-7.10.2 of Chapter 7 of title 6 of the Plumas County Code (increasing fees for camping at Taylorsville Campground).

Also approve and authorize Board Chair to sign resolution to amend 16-8122 consolidating and restating the Master Fee Schedule service fees for county departments, Taylorsville Campground – Budget Unit 20756.

ORDINANCE No. 20-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING SECTION 6-1.117 OF CHAPTER 1 OF TITLE 6 OF THE PLUMAS COUNTY CODE (establish a fine schedule for violations, infractions, and penalties) AND SECTIONS 6-7.10.1 AND 6-7.10.2 OF CHAPTER 7 OF TITLE 6 OF THE PLUMAS COUNTY CODE (Setting Fees for Camping at Taylorsville Campground).**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Section 6-1.117 Chapter 1 of Title 6 of the Plumas County Code and Section 6-7.10.2 of Chapter 7 of Title 6 of the Plumas County Code are hereby amended to read as follows:

**Sec. 6-1.117 Violations: Infractions: Penalties**

A Violation of any provision of this chapter, unless otherwise specified, shall be an infraction punishable by a fine of Twenty Five and no/100ths (\$25.00) dollars for the first offence, Fifty and no/100ths (\$50.00) dollars for the second offense, and Seventy Five and no/100ths (\$75.00) dollars for any subsequent offense. These fines can be issued by any Law Enforcement Officer.

Any penalty assessment authorized by section 1464 of the Penal Code shall be in addition to the fines set forth in this section.

Subsequent offences shall have occurred within three (3) years after the previous violation to incur a progressive fine.

**Sec. 6-7.10.2 Camping at the Taylorsville Campground.**

It shall be unlawful for any person to camp or stay overnight at the Taylorsville Campground in excess of thirty (30) day in any one calendar year.

The fees and deposits for overnight camping at the Taylorsville Campground shall be established by resolution of the Board of Supervisors. The deposit for keeping a horse at the Taylorsville Campground shall be established by resolution of the Board of Supervisors.

Section 2. Section 6-7.10.1 "Camping at the Greenville Overnight Campground" is hereby repealed.

Section 3. Sections 1 and 2 of this ordinance shall be codified. The remainder shall be uncodified.

Section 4. This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15 days after its adoption and it shall remain posted thereafter for at least one week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncodified.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 9<sup>th</sup> day of June, 2020, and passed and adopted on the 16th day of June 2020, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chairman, Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

**POSTED:** Board of Supervisors Chamber doors

**PUBLISHED:** Mountain Messenger Newspaper

**RESOLUTION NO. 20-**

**A RESOLUTION AMENDING RESOLUTION NO. 16-8122 CONSOLIDATING AND  
RESTATING THE MASTER FEE SCHEDULE ESTABLISHING SERVICE FEES FOR COUNTY  
DEPARTMENTS, TAYLORSVILLE CAMPGROUND – BUDGET UNIT 20756**

**WHEREAS**, the Board of Supervisors has previously adopted a Master Fee Schedule establishing service fees for County departments and such Master Fee Schedule has been revised and amended from time-to-time; and,

**WHEREAS**, the Master Fee Schedule now needs to be consolidated and restated to provide the public with a complete document of service fees for various county departments.

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

1. The Master Fee Schedule initially reinstated by Resolution No. 16-8122 and revised and amended from time-to-time is hereby amended as referenced by Exhibit 'A' attached.
2. The fees set forth in the attached Exhibit 'A' have been previously adopted by the Board of Supervisors and are in effect notwithstanding any provision to the contrary.
  - Overnight Camping Fee of Twenty (\$20.00) Dollars per night
3. Any existing fee not included in this Resolution or amendment thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, Resolution, Ordinance, or State law.
4. The Board reserves authority to waive all or a portion of any fee, in the public interest, when the fee is charged to a local public entity.

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 9th day of June, 2020.

**AYES:**

**NOES:**

**ABSENT:**

---

Kevin Goss, Chair

**ATTEST:**

---

Nancy DaForno, Clerk of the Board

**PLUMAS COUNTY FACILITY AND GROUNDS USES RATES****MEMORIAL AND TOWN HALLS**

ORGANIZATION TYPE	EVENT TYPE	STANDARD RENTAL RATE	KITCHEN RENTAL RATE	REFUNDABLE CLEANING/SECURITY DEPOSIT
VETERAN'S GROUPS	ALL	NO CHARGE	NO CHARGE	N/A
COUNTY DEPARTMENTS OR ORGANIZATIONS	ALL	NO CHARGE	NO CHARGE	N/A
CIVIC COMMUNITY GROUPS	MEETINGS	\$15/hr. \$75 max/day	\$35	\$100
CIVIC COMMUNITY GROUPS	DANCES/DINNERS RECEPTIONS	\$100	\$35	\$200
PRIVATE GROUPS	MEETINGS RECEPTIONS	\$100	\$35	\$200
COMMERCIAL USE	DANCES	\$400	\$50	\$200
COMMERCIAL USE	KITCHEN ONLY	N/A	\$35/hr	\$100
COMMERCIAL USE	ALL OTHER	\$300	\$50	\$100
INSTRUCTIONAL CLASSES	DANCE/GYMNASTICS AEROBICS ETC.	\$20/hr		\$100

**DOWNTOWN QUINCY**

FACILITY OR GROUNDS	EVENT TYPE	RATE		REFUNDABLE DEPOSIT
COURTHOUSE FACILITY	PER APPROVED POLICY	\$135+\$30/add'l hr		\$250
COURTHOUSE GROUNDS	ALL	\$80		\$100
DAME SHIRLEY PLAZA	ALL	\$80		\$100

**TAYLORSVILLE CAMPGROUND**

GROUNDS AREA	EVENT TYPE	RATE		REFUNDABLE DEPOSIT
CAMPSITES	ALL	\$20/night		\$200 Horse deposit
PICNIC AREA RESERVATIONS	ALL	\$75		per camp site

**CHESTER PARK**

GROUNDS AREA	EVENT TYPE	RATE		REFUNDABLE DEPOSIT
SOFTBALL & LITTLE LEAGUE TEAMS	PER TEAM/SEASON PER TOURNAMENT	\$20 \$150		\$100
PARK RESERVATIONS	PICNICS SHOWS ETC.	\$75		
COMMERCIAL USE	ALL	\$100		\$100
PAVILION RENTAL BALL FIELD LIGHTING COURT LIGHTING CONCESSION RENTAL	ALL ALL ALL ALL	\$25 \$8/night \$8/night \$25		

Methodology Worksheet to Determine  
Fee, Charge or Assessment for  
20/7-20/8

Department County Parks TAYLORSVILLE

Department # 20755 Fund # 0001

Campground

Program TAYLORSVILLE Campground

1. Camping Fees

(Common Name of Service)

2. Departmental Overhead

A. Determine annual salary and benefit cost per overhead employee, plus \$320 for department head life insurance, and \$848.44 for each employee for "general" insurance costs. (Reference budget for salary and benefit totals). Detail calculation for each employee.

\$ 139,165 <sup>00</sup>

<u>Director of Facility Services</u>	\$ <u>66,830</u> <sup>00</sup>
<u>Fiscal Officer</u>	\$ <u>57,421</u> <sup>00</sup>
<u>Admin Assistant</u>	\$ <u>14,914</u> <sup>00</sup>

NOTE: Overhead employees are those that provide general direction or support to the department (department head, secretary, assistant department head, account clerk, supervisor).

B. General Service/Supply costs to department (copy machine, training, maintenance contracts, janitorial, etc.).

\$ 0

C. Other general charges (detail)

\$ 0

Total Departmental Overhead Cost (2A through 2C)

\$ 139,165

3. Estimate of total staff hours spent on this service per month or year (circle)

60 (2.88%)

4. Multiply the total departmental Overhead cost by the percentage in #3 (example:  $15\% \times \$50,000 = \$7,500$ )  
 Total overhead cost related to this specific service

\$ 4007 00

5. Direct Costs

- A. As noted in #2, determine the total cost for each person in the department who spends any time on this service. Compute their hourly rate by dividing their total salary and benefit cost (plus \$1,010 each for general insurance costs) by 1656 hours. (Example: \$23,781 divided by 1656 hours equals an hourly rate of \$14.36 per hour). If several employees provide the service, you may average their annual salary and benefit cost. (Detail this calculation for each employee).

\$ \_\_\_\_\_

MAINTENANCE SUPERVISOR II

31.01 PR HR

MAINTENANCE WORKER II

26.02 PR NR

MAINTENANCE WORKER II

26.02 PR HR

CAMPGROUND HOST

9.38 PR NR

- B. Determine the average amount of time that each person spends in providing the service, processing the permit, etc. Some activities will take longer, some less – determine the average. (Detail this calculation for each employee).

8 \_\_\_\_\_

MAINT. STP II 173 Hrs

1559 HR yr

MAINT. WKR II 173 Hrs

MAINT. WKR II 173 Hrs

CAMPGROUND HOST 1040 Hrs

- C. Multiply the average time requirement for each employee or class of employee by the average hourly rate. (Detail calculation per employee).

\$ 24,117 00

MAINT. SUP II \$5,365

MAINT. WKR II \$4,501

MAINT. WKR II \$4,501

CAMPGROUND HOST \$9,750

- D. Determine the average cost for service and supply (paper, photo copy - \$.10 ea., postage, envelopes, mileage cost, pass thru sub-contractor cost, telephone etc.). Detail costs

\$ 15,882 00

- E. Other special equipment (life of equipment divided by number of uses per year) or special costs. Detail costs.

\$ 0

Total of all Direct Charges (5A through 5E)

\$ 24,117 <sup>00</sup>

6. Total of all Overhead and Direct Charges (4 plus 5)

\$ 28,124 <sup>00</sup>

7. Indirect overhead cost.

\$ 1,639 <sup>00</sup>

Multiply the total overhead and direct costs either by 5.83% or the percentage indicated in this packet for your department.

8. Total overhead, direct and indirect cost of service  
(6 plus 7)

\$ 29,763

9. Average number of permits or services per year.

891.5

10. Average cost of processing each permit or providing a service (divide #8 by #9) round up or down to the nearest whole dollar.

\$ 33.40

11. Recommended fee, charge or assessment (please explain if the recommended charge is less than cost of providing the service – other than rounding).

\$ 20.00

TO HELP COVER A SHORTFALL IN REVENUE  
WHICH WILL HELP COVER EXPENSES.

## TAYLORSVILLE CAMPGROUND

### OPERATIONAL EXPENSE

#### PER CAMPING NIGHT

OPERATIONAL EXPENSE	\$29,763.00
LESS SHOWER / R.V. DUMP REVENUE	(\$2,322.00)
TOTAL EXPENSE	\$27,441.00

*891.5*  
APPROXIMATELY ~~4,200~~ CAMPING NIGHTS PER YEAR

<i>\$27,441</i>	<i>\$33.3853</i>
<hr/> <i>1,200</i>	<hr/> <i>\$22.87</i>
<i>891.5</i>	(per camping night)

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[Contact Information](#)

**Supervisor's Office**

159 Lawrence Street  
Quincy, CA 95971-6025  
Tel: (530) 283-2050  
Fax: (530) 283-7746  
TTY: CRS711  
M-F 8am - 4:30pm

**Beckwourth Ranger District**

23 Mohawk Hwy  
PO Box 7  
Blairsden, CA 96103  
Tel: (530) 836-2575  
Fax: (530) 836-0493  
M-F 8am - 4:30pm

**Challenge Visitor Center**

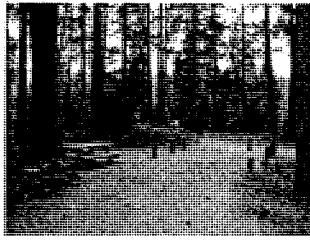
18050 Mulock Road  
Challenge CA 95925  
Tel: (530)-675-1146  
Fax: (530)-675-1149  
Open Spring thru Fall

**Feather River Ranger District**

875 Mitchell Avenue  
Oroville, CA 95965-4699

[GEAR&OUTDOORS](#)

**Area Status:** Closed



**Temporary Closure of Developed Recreation Sites**

This location is closed (Affected reservations have been cancelled and refunds have been issued.) Local managers are committed to the health and safety of recreational visitors and our staff. We are following the guidelines from our department and the CDC regarding COVID-19, closely monitoring the situation and responding to current conditions.

Located in the **Indian Valley**, and 1 mile north of the town of Greenville, the Greenville Campground is approximately 9 miles from Lake Almanor on Hwy 89. Recently outfitted with new campfire rings as well as a new toilet facility, the site boasts 17 campsites, its own water system, picnic and barbecue areas. The campground adjoins the Greenville horseshoe pits that are well known for its tournaments throughout the summer months.

Located near the outskirts of the historical town of Greenville, visitors have access to groceries, gas, fishing supplies, as well as local shops and eateries. Make plans to enjoy the Greenville Campground – at \$20.00 a night, it's a real bargain!



**At a Glance**

<b>Reservations:</b>	First come first served. 19 Sites
<b>Area Amenities:</b>	Tent camping, Camping trailer, Picnic tables, Toilets, Drinking water, Parking
<b>Fees</b>	\$25.00 per night. Extra vehicle \$8.00
<b>Closest Towns:</b>	Greenville, Ca
<b>Water:</b>	Yes
<b>Restroom:</b>	Vault toilets

**General Information**

**General Notes:**

**Temporary Closure of Developed Recreation Sites**

Closures of developed recreation facilities are being put in place until at least April 30th in an attempt to avoid groups of people and promote social distancing of staying more than six feet apart.

While designated recreation sites will be closed, the general Forest area including the extensive trail system will remain open and available to the public. Hiking and walking outdoors are widely considered beneficial to maintaining one's health. It is the intent of USDA Forest Service to maintain trail access to the extent practicable.

Please keep health, safety and the environment in mind when visiting National Forests. Your personal responsibility is critical to ensuring public safety and preventing further restrictions. We ask that you consider whether your personal participation in outdoor recreation at this time would pose an unnecessary risk to others as we all work together to flatten the curve and slow the spread of COVID-19.

Horseshoe pits on site

**Recreation Map**

Map showing recreational areas. [Map Information](#)

**Fire Danger TODAY**

LOW

Fire Regulations and Restrictions

**Related Information**

[Greenville Campground](#)

Photos & Multimedia

**Alerts & Warnings**

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**Areas & Activities**

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**Highlights**

[National Weather Service](#)

Local forecast by "City, St" or 5-digit ZIP code

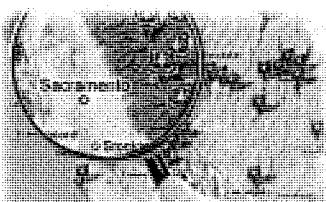
Quincy, CA

[Go](#)

**Location**

**Latitude :** 40.156835

**Longitude :** -120.955235



Our Maps

**RECREATION** gov

ring Home a Story