

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JULY 7, 2020 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

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) HUMAN RESOURCES

Adopt **RESOLUTION** adopting the Plumas County Lactation Accommodation Policy [View Item](#)

B) CLERK OF THE BOARD

Approve Board minutes for June 2020

C) SHERIFF

Approve and authorize the Chair to sign contract, not to exceed \$60,000, between County of Plumas and Dale Harris, DDS, to provide dental services for inmates at the Plumas County Correctional Facility; approved as to form by County Counsel [View Item](#)

D) DISTRICT ATTORNEY

Authorize the District Attorney to recruit and fill vacant, funded and allocated 1.0 FTE Deputy District Attorney I/II, created by resignation [View Item](#)

E) SOCIAL SERVICES

- 1) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Employment and Training Worker III position, created by promotion within the department [View Item](#)
- 2) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Staff Services Analyst position, created by retirement [View Item](#)
- 3) Approve and authorize the Director of Social Services to sign contract between County of Plumas and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth (\$2,434 per month for each of the two approved slots (housing and supportive services)); approved as to form by County Counsel [View Item](#)

F) FACILITY SERVICES

- 1) Approve and authorize the Chair to sign conditional ground lease between County of Plumas and Pacific Gas & Electric (PG&E) for Public Safety Power Shutoff Events (\$150/day); approved as to form by County Counsel [View Item](#)
- 2) Approve budget transfer of \$21,612 from OHV Trail Program (20120-521334) to Capital Building Improvements (20120-540110) to cover costs related to sidewalk repairs throughout the county; approved by the Auditor/Controller [View Item](#)
- 3) Approve supplemental budget transfer of \$21,701 to Capital Building Improvements (20120-540110) to cover costs related to sidewalk repairs throughout the county; approved by the Auditor/Controller [View Item](#)

G) PROBATION

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$12,000, between County of Plumas and DeMartile Automotive for service of department vehicles; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$14,000, between County of Plumas and Dr. Amezaga to provide general juvenile psychological evaluations; approved as to form by County Counsel [View Item](#)

H) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$300,000, between County of Plumas and Willow Glen Care Center, psychiatric rehabilitation facility; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$37,200, between County of Plumas and Dr. Mark Satterfield to provide assistance to clinic staff and medication assisted treatment to patients, as needed; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and Restpadd-Redding, psychiatric facility; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and Restpadd-Red Bluff, psychiatric facility; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign agreement, not to exceed \$220,000, between County of Plumas and Crestwood Behavioral Health, psychiatric rehabilitation center; approved as to form by County Counsel [View Item](#)
- 6) Approve and authorize the Chair to sign agreement, not to exceed \$30,000, between County of Plumas and Empire Recovery Center for FY 2020-2021 compensation limit; approved as to form by County Counsel [View Item](#)
- 7) Approve and authorize the Chair to sign agreement, not to exceed \$25,000, between County of Plumas and Heritage Oaks Hospital for psychiatric care and substance abuse treatment; approved as to form by County Counsel [View Item](#)
- 8) Approve and authorize the Chair to sign two-year contract, not to exceed \$960,000, between County of Plumas and Asana Integrated Medical Group for tele-psychiatry; approved as to form by County Counsel [View Item](#)

I) PUBLIC HEALTH AGENCY

- 1) Approve supplemental budget of \$20,000 for receipt of unanticipated revenue in Senior Nutrition Budget Unit 20830 for FY 19-20 for the Families First Coronavirus Response Act (H.R. 6201) [View Item](#)
- 2) Approve budget transfer of \$12,406 from Salaries & Benefits to Food in Senior Nutrition Budget Unit 20830 FY 19-20 to comply with grant revenue and expenditure changes [View Item](#)
- 3) Approve budget transfer of \$18,193, Department 70561 Public Health Emergency Preparedness Program to bring the County budgets in line with the approved grant budgets [View Item](#)
- 4) Approve budget transfer of \$2,750, Department 70566 Hospital Preparedness Program to bring the County budgets in line with the approved grant budgets [View Item](#)
- 5) Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2019-2020, and authorize the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs [View Item](#)
- 6) Approve and authorize the Chair to sign the Annual Certificates of Compliance for the Veterans County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2020/2021 from the California Department of Veterans Affairs [View Item](#)
- 7) Approve and authorize the Chair to sign a Memorandum of Understanding (PCCFC-COUNTY-MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel [View Item](#)
- 8) Adopt **RESOLUTION** to accept Agreement Number 20-10061 from the California Department of Public Health, Office of AIDS to adhere to the AIDS Drug Assistance Program (ADAP) Enrollment Procedures and Guidelines, and authorize the Director of Public Health to sign the Agreement; approved as to form by County Counsel [View Item](#)
- 9) Authorize Public Health to recruit and fill vacant, funded and allocated extra-help positions (Community Outreach Coordinator or Health Education Specialist or Health Education Coordinator I/II; and Licensed Vocational Nurse I/II or Registered Nurse I/II or Public Health Nurse I/II/III) [View Item](#)

J) PUBLIC WORKS

- 1) Authorize Public Works/Road Department to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Road Maintenance Worker position, Beckwourth District [View Item](#)
- 2) Authorize Public Works/Road Department to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Road Maintenance Worker position, Chester District [View Item](#)
- 3) Authorize the Director of Public Works to establish an Escrow Service Agreement, not to exceed \$20,000, between the California Department of Fish and Wildlife and County of Plumas for habitat enhancement and post-construction monitoring associated with the Incidental Take Permit for the Spanish Ranch Road Bridge Replacement Project; approved as to form by County Counsel [View Item](#)

3. DEPARTMENTAL MATTERS

A) COUNTY ADMINISTRATIVE OFFICE – Gabriel Hydrick

- 1) Report and update on Munis accounting system conversion project; discussion and possible action [View Item](#)
- 2) Discussion and possible action regarding county owned properties [View Item](#)

4. BOARD OF SUPERVISORS

- A. Review and authorize Chair to sign Plumas County comment letter to the State Water Resources Control Board regarding the Revised Draft Environmental Impact Report (State Clearinghouse No. 2005082122) 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 [View Item](#)
- B. Appoint Gabriel Hydrick, County Administrator as Interim Director of Information Technology until the vacant position is filled; discussion and possible action
- C. Set date(s) for interview of applicant(s) for the Director of Information Technology position; discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Planning Director (Board only)
- B. Conference with Legal Counsel: Claim Against the County filed on February 27, 2020 by Plumas Sierra Telecommunications
- C. Conference with Legal Counsel: Claim Against the County filed on December 9, 2019 by Wanda Thompson, Judy Brown, and Charlene Jones
- D. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al, Superior Court of Plumas County, Superior Court No. CV 19-00193, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code § 54956.9 Harry Rogers v. County of Plumas, Plumas Superior Court, Case No. CV19-00187; County of Plumas v. Harry Rogers, Third District Court of Appeals, Case No. C090668
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. 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, July 14, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: June 23, 2020

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISOR MEETING OF
JULY 7, 2020
RE: RESOLUTION TO ADOPT PLUMAS COUNTY LACTATION
ACCOMMODATION POLICY BASED ON SENATE BILL 142 (SB
42)

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached Resolution and new Lactation Accommodation Policy based on the new Senate Bill 142.

BACKGROUND AND DISCUSSIONS

This new policy will be in accordance with Senate Bill 142 ("SB 142") amending Labor Code sections 1030, 1031, and 1033 and adding Labor Code section 1034, the County has developed and implemented this written Lactation Accommodation Policy to provide breaks, and safe private locations, to reasonably accommodate all employees who desire to express breast milk at work.

This Lactation Accommodation Policy will be provided to every newly hired employee, and to any employee who requests or inquires about pregnancy or parental leave.

The County will provide a reasonable amount of break time to accommodate an employee's need to express breast milk or accommodate any medical condition related to breast-feeding.

County Counsel has reviewed and approved as to form this policy and I am now recommending the Board of Supervisors approve the new Lactation Accommodation Policy.

Thank you for your consideration.

**RESOLUTION TO ADOPT PLUMAS COUNTY LACTATION
ACCOMMODATION POLICY BASED ON SENATE BILL 142 (SB 42)**

WHEREAS, California state law mandates workplace lactation spaces for all employees. Plumas County ("County") recognizes that breast milk is the optimal food for growth and development of infants, and seeks to promote a breastfeeding-friendly work environment that supports the legal right and necessity of employees who choose to express milk in the workplace; and

WHEREAS, In accordance with Senate Bill 142 ("SB 142") amending Labor Code sections 1030, 1031, and 1033 and adding Labor Code section 1034, the County has developed and implemented this written Lactation Accommodation Policy to provide breaks, and safe private locations, to reasonably accommodate all employees who desire to express breast milk at work; and

WHEREAS, This Lactation Accommodation Policy will be provided to every newly hired employee, and to any employee who requests or inquires about pregnancy or parental leave; and

WHEREAS,; The County will provide a reasonable amount of break time to accommodate an employee's need to express breast milk or accommodate any medical condition related to breast-feeding and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors that the attached:

Plumas County Lactation Accommodation Policy is hereby approved and adopted.

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 7th day of July, 2020 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

SB 142- LACTATION ACCOMODATION BACKGROUND & COMPLIANCE INSTRUCTIONS

I. BACKGROUND

Effective January 1, 2020, California state law mandates workplace lactation spaces for all employees. In compliance with Senate Bill 142 (SB 142), employers are required to provide breaks, and safe private locations, to reasonably accommodate all employees who want to express breast milk at work. SB 142 further requires employers to develop and implement a written lactation accommodation policy in the employee manual (or set of policies distributed to employees), that includes the following:

- Statement of employee's right to request lactation accommodation;
- Instructions on how the employee may request an accommodation from the County;
- The employer's responsibility and protocol for responding to the request;
- The employee's right to file a complaint with the Labor Commissioner for any violation of the law.

SB 142 increases penalties for noncompliance, prohibits discrimination and retaliation against employees who exercise or attempt to exercise their right to lactation accommodation.

Employers must provide a copy of the written policy to new employees and when an employee makes an inquiry about or requests pregnancy and/or parental leave.

II. DESIGNATED LACTATION SPACE

Under SB 142, California employers must provide a "reasonable" amount of break time for employees to express breast milk and provide the use of a private space, other than a bathroom, in "close proximity" to the employee's work area. The employee's normal work area can be used if it allows the employee to express milk in private.

In addition, the room must comply with the following requirements:

- Be safe, clean and free from hazardous materials, as defined in Labor Code Section 6382.
- Provide a surface to place a breast pump and personal items.
- Provide a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump.

Employers must also provide access to a sink with running water and a refrigerator suitable for storing milk. If a refrigerator is not feasible, the employer may provide another cooling device, such as a cooler.

Caveat: “Reasonable” break time is undefined and there is no standard for enforcement. To avoid conflict and guide scheduling and work-productivity expectations, it is suggested that the employer discuss the request with the employee promptly upon receipt of the written request. Although individual biology and needs vary, 20-30 minutes for a lactation accommodation is consistent with U.S. Breastfeeding Committee guidelines.

Caveat: “Close proximity” is undefined and may be affected by a number of factors including the architecture of the workspace, stage of breastfeeding, mobility of the employee, etc. For example, an official designated “lactation room” at the opposite end of the building on another floor may not be as convenient to the employee’s comfort and work-productivity as the ability to use a private office or conference room just a few steps down the hall. Communication and flexibility among employers and employees are essential in ensuring compliance.

A. Temporary Location

While there is no requirement that an employer provide a permanent location designated solely for lactation accommodation by its employees, if a temporary location is utilized because of operational, financial or space limitations, it is subject to the following requirements:

- The temporary location must be private and free from intrusion while an employee expresses milk;
- The temporary location must be used only for lactation purposes while an employee expresses milk; and
- The temporary location must otherwise meet the requirements of state law concerning lactation accommodation.

B. Multipurpose Room or Multi-Tenant Building/Worksite

If the designated lactation room has additional uses, such as an employee break room, the employer’s office, or any other purpose, the room must remain completely private for the time it is in use for lactation purposes. Furthermore, if a multi-purpose room is used for lactation, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes.

Any employer in a multi-tenant building or multi-employer worksite may comply with providing a shared space among multiple employees within the building if unable to provide a compliant location within the employer’s own workspace.

C. Undue Hardship Exemption

For employers with less than 50 employees, the law includes an undue hardship exemption regarding the location provided for lactation accommodation. This is determined by looking at the difficulty and/or expense of compliance for a specific employer, in comparison to the size, financial resources, and the nature or structure of the employer’s business. An employer who can

demonstrate to the Department of Fair Employment and Housing that it is an undue hardship (*i.e.*, not merely an inconvenience to employer or staff) to find a location other than a bathroom *due to the size, nature, or structure of the business) must instead make reasonable efforts to find a private and close location other than a toilet stall).

As with any accommodation, employers are highly encouraged to comply and/or make reasonable efforts to comply with all aspects of the law.

III. USE OF MEAL AND REST BREAKS

Employees who wish to express breast milk can be required to use the paid rest break time already provided by law. If the employee needs a reasonable amount of additional time for expressing milk beyond the normal paid rest break, the time *must* be provided, but may be unpaid. Employees can also choose to use lunch break time to express breast milk, but this does not relieve employers of their responsibility to provide reasonable additional time, along with rest breaks.

The Labor Commissioner may issue a citation for violations of this law/provision, subjecting the employer to a civil penalty of one hundred dollars (\$100) for each violation, in addition to any fines or penalties for missed rest breaks.

IV. LENGTH OF ACCOMODATION; RECORDKEEPING REQUIREMENTS

California law has no time limitation. All employers must reasonably accommodate nursing mothers if they request the accommodation, even if it is beyond one (1) year.

A special form is not required; however, there must be a written memo to the employee noting the parameters of the agreement regarding lactation breaks and spaces, along with follow-up memos outlining any future discussions of needs, is adequate, so long as it is filed and retained according to the employer's record retention policy.

All written request and denial records must be maintained for three (3) years from the date of written request. If for some reason the employer is unable to provide a break time or location that complies with the policy, the employer must provide a written response to the employee.

Employers should consult legal counsel prior to claiming an undue hardship or denying an employee's request for lactation accommodation.

V. COMPLIANCE

Penalties for noncompliance with the new law are similar to those imposed for missed meal and rest breaks. The Labor Commission may issue a citation to the employer, subjecting them to a fine of one hundred dollars (\$100) per day, for each day an employee is denied reasonable break time or adequate space to express milk, *in addition* to any fines or penalties for missed meal or rest breaks.

PLUMAS COUNTY LACTATION ACCOMODATION POLICY

I. POLICY

Effective January 1, 2020, California state law mandates workplace lactation spaces for all employees. Plumas County ("County") recognizes that breast milk is the optimal food for growth and development of infants, and seeks to promote a breastfeeding-friendly work environment that supports the legal right and necessity of employees who choose to express milk in the workplace. In accordance with Senate Bill 142 ("SB 142"), the County has developed and implemented this written Lactation Accommodation Policy to provide breaks, and safe private locations, to reasonably accommodate all employees who desire to express breast milk at work.

II. NOTICE

A copy of this policy will be provided to every newly hired employee, and to any employee who requests or inquires about pregnancy or parental leave. The written request form is attached below and should be completed by the employee and submitted to their supervisor at least five (5) business days prior to the start date of the requested accommodation. The County will respond to an employee's written request for lactation accommodation within five (5) business days from receipt of request.

III. USE OF MEAL AND REST BREAKS

The County will provide a reasonable amount of break time to accommodate an employee's need to express breast milk or accommodate any medical condition related to breast-feeding. The break time, if possible, be taken concurrently with other rest and meal break periods already provided.

Nonexempt employees should document any time taken that does not run concurrently with normally scheduled periods, and such time will be unpaid.

IV. LACTATION SPACE

The County will provide breastfeeding employees with space in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

The designated lactation space will:

- Be safe, clean and free of toxic or hazardous materials (as defined in Labor Code § 6382);
- Contain a place to sit and a surface to place a breast pump and personal items;
- Have access to electricity; and
- Have access to a sink with running water and a refrigerator in close proximity to the employee work area.

Multi-purpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the space for lactation purposes shall take precedence over other uses for the time it is in use for lactation purposes.

V. RETALIATION RELATED TO BREASTFEEDING OR EXPRESSING MILK IS PROHIBITED

The County expressly prohibits retaliation against lactating employees for exercising their rights granted by the law. Examples of employer-prohibited conduct includes:

- The denial or reasonable break time or adequate space to express milk;
- Discharge of an employee;
- Discrimination or retaliation, in any manner, against an employee who exercises, or attempts to exercise, any right protected under the law.

An employee may report a violation of this chapter to the Labor Commissioner's field enforcement unit <https://www.dir.ca.gov/dlse>.

RIGHT TO RESPOND – Plumas County Personnel Rules

RULE 17 – GRIEVANCE PROCEDURE

17.01 Policy: The County hereby establishes a grievance procedure to deal promptly and equitably with employee grievances that are properly presented. No employee shall be subject to reprisal or disciplinary action for making a grievance in good faith.

17.02 Definition: A grievance is a written objection to a managerial act or omission that allegedly affects adversely or unfairly an employee's wages, hours, or other terms and conditions of employment, and for which the County has provided no other procedure for administrative relief.

The subject matter of a grievance may include:

- (1) Working condition not covered by an MOU (Memorandum of Understanding);
- (2) Interpretation of an MOU;
- (3) Violation of an MOU or these Rules by an officer or employee;
- (4) Work assignments exceeding position classification;
- (5) Denial of merit salary increases;
- (6) Interpretation of County policies affecting wages, hours, and other terms and

conditions of employment;

- (7) Disagreements between employees and supervisors over the implementation of departmental personnel policies.

17.03 Grievance Procedure:

(a) Step One (I): Informal Meeting: Within ten (10) days of the occurrence or the employee's knowledge of the occurrence which gives rise to the grievance, the employee may request an informal meeting with their immediate supervisor. The immediate supervisor shall meet with the employee within five (5) days to discuss the grievance in an effort to clarify the issue(s) and work towards agreement. The supervisor shall verbally present a decision within five (5) days of the informal meeting.

(b) Step Two (II): Written Grievance: If not satisfied with the immediate supervisor's oral response, the employee may file a written grievance (Step II) within ten (10) days with the next higher authority, or with the department head if the department head is the immediate supervisor.

A written grievance shall include a description of the following:

- (1) Circumstances giving rise to the grievance;
- (2) The adverse effect on, or unfairness to the employee;
- (3) The relief sought;
- (4) The results of the informal meeting.

A grievance may be amended in writing at any time without prejudice. A grievance may be withdrawn at any time and may be refiled without prejudice.

The authority with whom the grievance is filed shall confer with the employee and others involved, and shall respond in writing within ten (10) days explaining his or her decision and proposed action.

(c) Step Three (III): Filing with Department Head: This provision shall apply when the authority with whom the grievance is filed is not the department head. If not satisfied with the response in Step II, the employee may file the grievance in writing within ten (10) days with the department head. A copy of the Step II response shall be included with a copy of the grievance.

The department head shall respond within ten (10) days explaining his or her decision and proposed action. 17.04 Right to Appeal: If the grievance is denied, the employee shall be notified of the right to an appeal pursuant to Rule 18.

17.05 Time Limits: Grievances shall proceed within the prescribed time limits unless there is an extension of time by mutual consent between the employee and the County. If the employee exceeds any time limit, the grievance shall be deemed resolved upon the basis of the prior managerial response. If the County exceeds any time limit, the grievance shall be automatically referred to the next step in the procedure.

17.06 Resolution: Resolution of a grievance at any step of the procedure shall be final and binding on the County and the employee.

17.07 Employee Representative: The employee shall have the right to consult with and be assisted by a representative, union or otherwise, during all steps of the grievance procedure., starting at Step II. Any expenses incurred by the employee in the retention of representation shall be at the expense of the employee.

You may provide a written and/or verbal response to this Notice. Your written response must be received by your department head within five (5) working days of your return to work.

If you wish to provide a verbal response, you must advise your department head of that fact by contacting your department head at their office number no later than the close of business within the five days of your return to work. Your department head will set up a conference for you to present any response to this Notice after you return to work.

This conference is not designed to be a formal evidentiary hearing, but you may be represented by legal counsel or another individual of your choice.

Your failure to provide a written response or to request a conference will constitute a **waiver** of your right to provide a response. Accordingly, the department head's decision to either sustain, modify, or reject this action will be based upon a review of this Notice.

The department head shall provide you with written notice of his/her determination within 5 work days of the response conference.

NOTE: In addition to the County's Grievance Procedure, you can refer to your bargaining units Memoranda of Understanding (MOU) for additional information on filing grievances. Each MOU is posted on the Human Resources website.

VI. RECORDKEEPING

For a period of three (3) years from the date of written request, the County will maintain a record of the written requests for Lactation Accommodation that includes the name of the employee, the date of request, and a description of how the request was resolved. Human Resources will maintain these records.

All written denials by the County must also be maintained for a period of three (3) years from the date of the written request.

This Plumas County Lactation Accommodation Policy has been updated in accordance with Senate Bill 142 ("SB 142") and approved by Plumas County Board of Supervisors

I acknowledge receipt of the Lactation Accommodation Policy:

Name

Date

Human Resources Staff

Date

**PLUMAS COUNTY
REQUEST FOR LACTATION ACCOMODATION FORM**

Date of Request: _____

Name of Employee: _____

Department/Address of Worksite: _____

Contact Phone: _____

Start Date for Requested Accommodation: _____

Requested Number of Breaks per Day: _____

Proposed Lactation Break Schedule- Dates and Times:

You may update your schedule as needed but inform your supervisor of a revised lactation schedule.

Employee Signature: _____ Date: _____

****Please return this form to your supervisor or Human Resources at least five (5) business days before the start of request for Lactation Accommodation. ****

Received by: _____ Date: _____

Approved by: _____ Date: _____

***Submit a copy of this form to Human Resources Department prior to employees return to work date.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

AC

Memorandum

DATE: June 11th, 2020

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns

RE: Agenda Item for the meeting of July 1st, 2020

RECOMMENDATION:

Approve and sign contract between Plumas County Sheriff's Office and Dale Harris DDS for the amount of Sixty Thousand Dollars, (\$60,000.00).

BACKGROUND & DISCUSSION:

The Plumas County Correctional Facility is required to provide dental treatment to include check-ups, dental exams, extractions and or dentures for inmates.

**PROFESSIONAL SERVICES AGREEMENT
FOR
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

W I T N E S S E T H :

WHEREAS, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center as described herein below; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for these specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

____ COUNTY INITIALS

CONTRACTOR INITIALS____

services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

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

2.3. Additional Services. Contractor shall not receive compensation for any services

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and end on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for

professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

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

- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving

the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Dale Harris, DDS
78 Central Ave.
Quincy, CA 95971

Tel: (530) 283-0980

IF TO COUNTY:

County of Plumas
1400 E. Main St.
Quincy, CA 95971

Tel: (530) 283-6361
Attn: Chad Hermann

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court.

Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the

disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Contract Superseded. As of the Effective Date, this contract supersedes and replaces in its entirety that certain Standard Services Agreement between the County and Contractor with an effective date of March 16, 2011. Such Standard Services Agreement shall be considered immediately terminated as of the Effective Date by mutual agreement of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

COUNTY OF PLUMAS,
A political subdivision of the State of California

Chair, Board of Supervisors

Date: _____

CONTRACTOR

Dale Harris, DDS

Date: _____

Approved as to form:



Gretchen Stuhr
Deputy County Counsel III

6/9/20

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:
 - Oral evaluation (exam): \$65
 - Intra Oral X-Rays (each): \$26
 - Panographic X-Ray (whole mouth): \$97
 - Simple extraction: \$150
 - Surgical extraction: \$242
 - Silver filling: \$155
 - Composite filling (white): not to exceed \$257
 - Mouth debridement (scale) of teeth: \$86
 - Root canal treatment: \$773
 - Emergency after hours (office visit): \$130
3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

Date: July 7, 2020
To: The Honorable Board of Supervisors
From: David Hollister, District Attorney
Subject: Request to start an open recruitment for a Deputy District Attorney I or II

Recommendation:

- A. The District Attorney requests approval for starting an open recruitment list for filling the recently vacated position of Deputy District Attorney as soon as possible.

Background and Discussion

One of our Deputy District Attorney's has resigned effective June 15, 2020. Reducing our prosecution staff by 33% will put extraordinary pressure on the other two attorneys and the entire office to meet the needs of the criminal justice system.

In 2019, the DA's office reviewed 1,060 cases for prosecution, prosecuted 791 cases and made 6,513 appearances in the process. This is an exceptional caseload for three prosecutors and nearly impossible for two, for any extended period of time.

It is understood this request is simply to begin the recruitment process. Any offer of employment will require approval of the Board of Supervisors.

Attached, please find prosecution statistics from 2019, the current DA Organizational Chart and a completed critical staffing questionnaire.

Please approve starting an open recruitment and creating a finalist list to hire a Deputy District Attorney I or II position as soon as possible.

PBK STATISTICS: 01/01/2019 – 12/31/2019

Total Referrals¹: **1060**
(excluding VOP only referrals)
 Charged² 661 (62.3%)
 762³ (71.9%)

Felony Referrals⁴: **214**
 Charged⁵ 127 (59.3%)

Misdemeanor Referrals⁶: **846**
 Charged⁷ 534 (63.1%)

Referrals by Agency⁸:
(excluding VOP only referrals)

SO	759 (71.6%)
CHP	253 (23.9%)
FG	25 (2.3%)
Parole ⁹	11 (1.0%)
Probation	6 (<1%)
DA	4 (<1%)
DOJ	1 (<1%)
USFS	1 (<1%)

Total Cases Disposed¹⁰: **791**
 Formal Probation¹¹ 134 (16.9%)
 Mod. to CP¹² 22
 P36¹³ 27

 DEJ¹⁴ 100
 Placed on DEJ 46
 Term'd / Dismissed 55

VOPs Filed: **495**
(excluding PARR, PRCS)
 DA¹⁵ 377 (76.2%)
 Probation¹⁶ 118 (23.8%)

Total Appearances¹⁷: **6,513**
(excluding JV cases)
 Felony¹⁸ 1,198
 Misdemeanor¹⁹ 5,315

¹ Inquiry → Legal Inquiry → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

² Inquiry → Legal Inquiry → Only include cases with a Court Number → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

³ Includes 101 cases charged as VOP only. Applications → Reports → Statistics → Referral Summary Report → 01/01/2019 – 12/31/2019 → View Report → Cases Count for Refused as Probation Revocation in Lieu of Filing

⁴ Inquiry → Legal Inquiry → Category = FEL, PARR, PRCS, TX-IN → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

⁵ Inquiry → Legal Inquiry → Category = FEL, PARR, PRCS, TX-IN → Only include cases with a Court Number → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

⁶ Includes one infraction referral and one information only referral. Inquiry → Legal Inquiry → Category = INF, INFO, MISDO → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

⁷ Inquiry → Legal Inquiry → Category = INF, INFO, MISDO → Only include cases with a Court Number → Case Referred Date Range = 01/01/2019 - 12/31/2019 → List Cases

⁸ Applications → Reports → Statistics → Referrals by Status Report → 01/01/2019 – 12/31/2019 → Generate Report → referrals separated by agency (pg 144 in PbK; pg 259 in print)

⁹ Excludes a duplicate referral for Salter, Mark Wayne (see PARR19-00046 & M19-00327).

¹⁰ Includes 100+ warrant cases for which dismissal requests were granted by the Court in 2019. Inquiry → Legal Inquiry → Category = FEL, INF, INFO, MISDO → Only include cases with a Court Number → Case Status = Disposed, Probation, &

Closed → Disposition Date Range = 01/01/2019 - 12/31/2019 → List Cases

¹¹ Counted manually.

¹² Counted manually.

¹³ Counted manually. Also obtainable via Applications → Reports → Maintenance → Event Report → select PROP36 → 01/01/2019 – 12/31/2019 → Generate Report → Total Cases Occurred In (pg 1 in PbK; pg 2 in print)

¹⁴ Applications → Reports → Maintenance → Event Report → select DEFJDGMT, DEJTERM & DPDEJ → 01/01/2019 – 12/31/2019 → Generate Report → Total Cases Occurred In (pg 3 in PbK; pg 6 in print). For "Placed on DEJ" select DEFJDGMT only. For "Term'd/Dismissed" select DEJTERM & DPDEJ only.

¹⁵ Applications → Reports → Maintenance → Event Report → select FLVOP & FLVOPAM → 01/01/2019 – 12/31/2019 → Generate Report → Total Number of Occurrences (pg 6 in PbK; pg 13 in print)

¹⁶ Applications → Reports → Maintenance → Event Report → select HRARVOP & HRARTXIN → 01/01/2019 – 12/31/2019 → Generate Report → Total Number of Occurrences (pg 7 in PbK; pg 15 in print) → subtract # of DA VOPs (495 – 377 = 118)

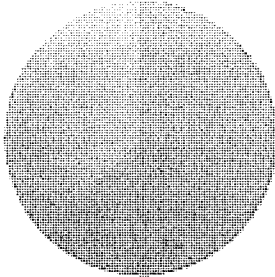
¹⁷ Setting Control → Setting = 1; 01/01/2019 – 12/31/2019 → Settings → select "All" → Setting → total # of cases listed at bottom next to Refresh

¹⁸ Follow steps in FN17 → sort by Court # → uncheck Details → Print Setting → save as excel → count rows for felony case #s + PARR & PRCS

¹⁹ Includes 7 infraction cases. Follow steps in FN18 except count rows for misdemeanor & infraction case #s.

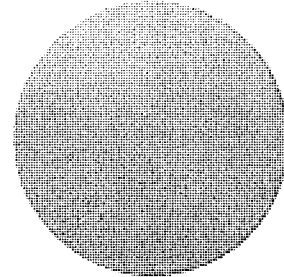
PBK STATISTICS: 01/01/2019 – 12/31/2019

Total Referrals: 1060
(excluding VOP only referrals)
Charged 661 (62.3%)
 762 (71.9%)

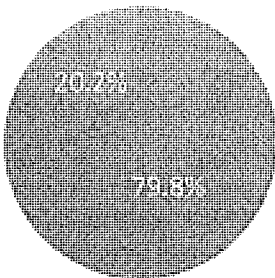


■ Charged ■ VOP Only ■ Rejected

Misdemeanor Referrals: 846
Charged 534 (63.1%)



■ Charged ■ Rejected

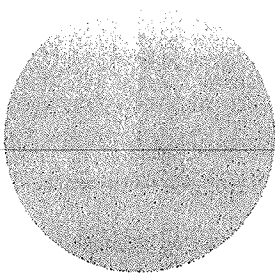


■ Misdemeanor ■ Felony

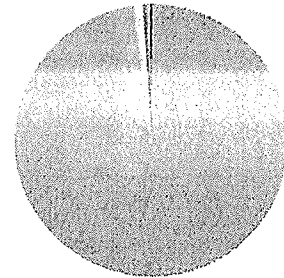
Referrals by Agency:
(excluding VOP only referrals)

SO	759	(71.6%)
CHP	253	(23.9%)
FG	25	(2.3%)
Parole	11	(1.0%)
Probation	6	(<1%)
DA	4	(<1%)
DOJ	1	(<1%)
USFS	1	(<1%)

Felony Referrals: 214
Charged 127 (59.3%)



■ Charged ■ Rejected

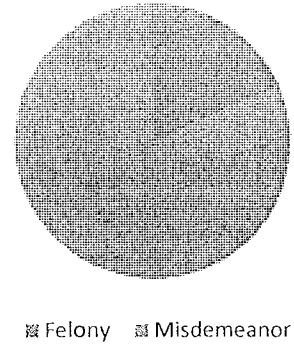
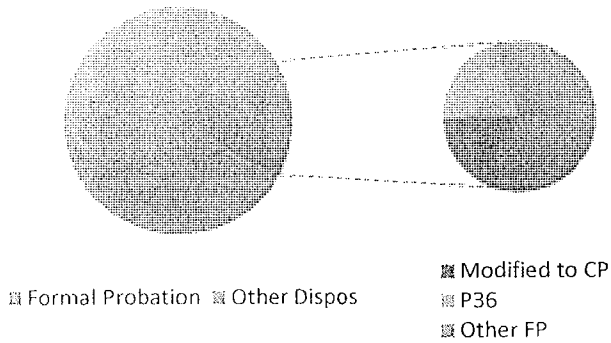


■ SO ■ CHP ■ FG ■ Parole ■ Probation ■ DA ■ DOJ ■ USFS

PBK STATISTICS: 01/01/2019 – 12/31/2019

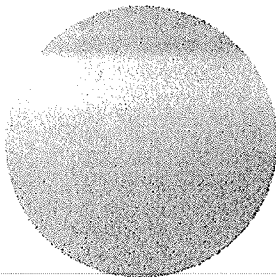
<u>Total Cases Disposed:</u>	791
Formal Probation	134 (16.9%)
Mod. to CP	22
P36	27

<u>Total Appearances:</u>	6,513
(excluding JV cases)	
Felony	1,198
Misdemeanor	5,315



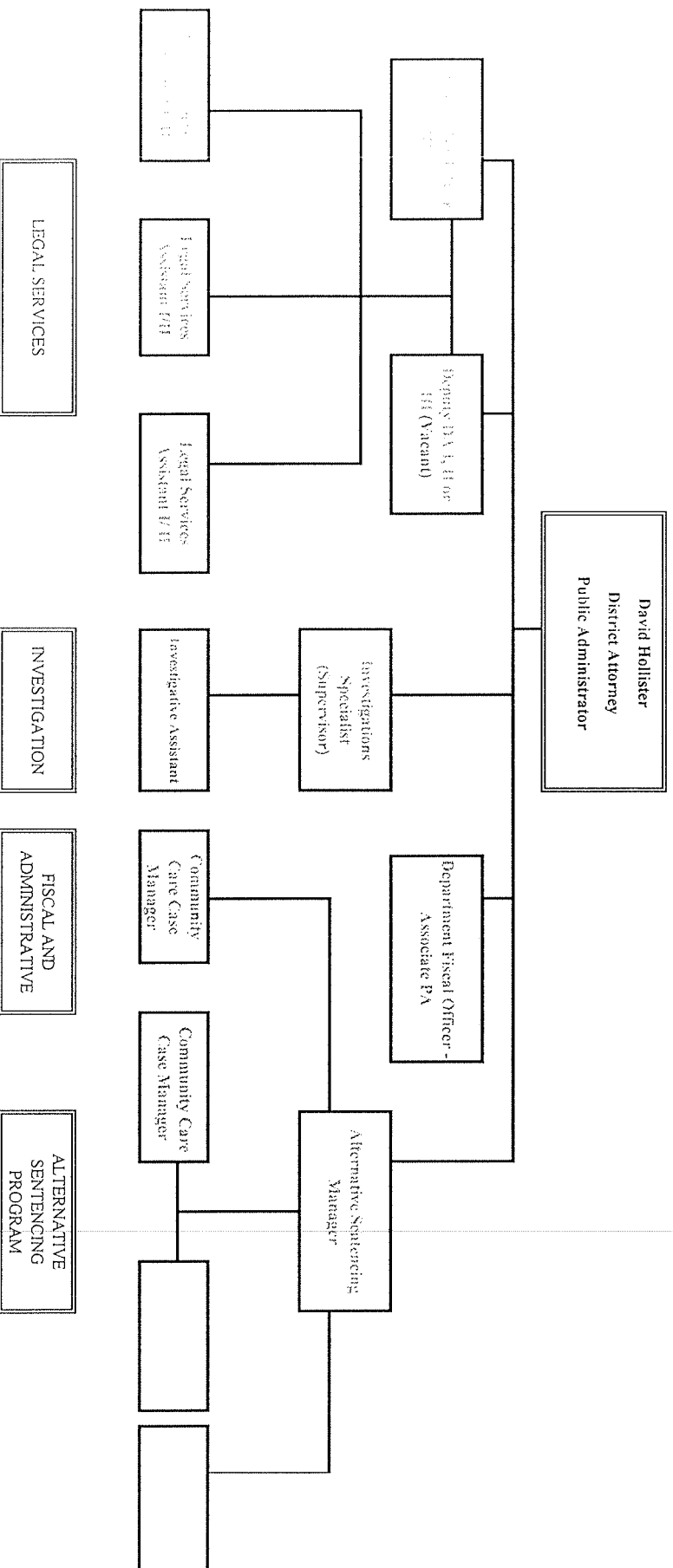
DEJ	100
Placed on DEJ	46
Term'd / Dismissed	55

<u>VOPs Filed:</u>	495
(excluding PARR, PRCS)	
DA	377 (76.2%)
Probation	118 (23.8%)



DA Probation

Plumas County District Attorney's Office Organizational Chart 2020-21



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- **Is there a legitimate business, statutory or financial justification to fill the position?** Yes
- **Why is it critical that this position be filled at this time?** The DA's Office reviews about 1,060 criminal investigations each year, prosecuting about 791 (making about 6,513 court appearances in the process). Prosecutions include charging review, hearings and trials. This caseload is unmanageable for two prosecutors for any extended period of time. Failure to meet minimum staffing levels also, potentially, compromises more involved investigations and prosecutions such as officer involved shootings, violent felonies such as homicides, crimes against children and domestic violence cases, to name a few types of cases.
- **How long has the position been vacant?** Position became vacant June 15, 2020.
- **Can the department use other wages until the next budget cycle?** No, a permanent employee is vital to the department's ability to function in a timely manner.
- **What are staffing levels at other counties for similar departments and/or positions?** The Plumas County DA's Office has historically been understaffed with three prosecutors. California's Administrative Office of the Courts (now Judicial Council) recommends Two prosecutors for each trial court, three prosecutors for each calendar court and three prosecutors for each juvenile court. In Plumas County we should be operating with 13 prosecutors given our caseload and the courts we staff. We have been able to meet this challenge with three prosecutors.
- **What core function will be impacted without filling the position prior to July 1?** The Deputy District Attorney provides crucial services which include court appearances, charging and prosecuting criminals. The absence of a third prosecutor also, necessarily, reduces our ability to provide the proper attention to the investigation and prosecution of the county's most serious crimes.
- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?** Our failure to maintain minimum staffing levels directly may detrimentally impact Plumas County financially. Extending two prosecutors to this degree creates an environment where mistakes may happen. Mistakes made by prosecutors can lead to convictions being reversed, the county being sued and the prosecutor making the mistake being disciplined. Further, such a caseload is likely to "burnout" a prosecutor thus creating the potential for attrition. Should the DA's office not be able to meeting its requirements in staffing court calendars, the Superior Court has the ability to appoint a prosecutor at the county's expense – such a billing is likely to be set by the court at a level much higher than Plumas County pays its prosecutors.
- **A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?** N/A. This is a General Fund position.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No Audit exceptions are pertinent in the General Fund.
 - Does the budget reduction plan anticipate the elimination of any of the requested positions? N/A
 - Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? It is anticipated the cost of a Deputy District Attorney will continue to be borne by the General Fund. There should be no additional impact in terms of the immediate filling of this position
 - Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? N/A
-



NEAL CAIAZZO
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: JUNE 10, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 7, 2020

RE: REQUEST TO FILL A VACANT EMPLOYMENT AND TRAINING WORKER III
POSITION IN THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Employment and Training Worker III position as soon as administratively possible.

Background and Discussion

The Department of Social Services has a vacancy in the position of Employment and Training Worker III due to the incumbent's promotion to ETW Supervisor effective June 9, 2020. Staff working in ETW III positions are responsible for determining initial and continuing eligibility for CalWORKs cash assistance and for providing Welfare to Work case management services that are designed to move recipients from public assistance to self-support. In addition, they may review and help train ETW I/II positions. As shown in the enclosed back up information and Table of Organization, this position is one of two in the Department that perform this type of work.

Financial Impact

This position is budgeted in the current county budget. Funding sources for this position are State General Fund dollars, Federal pass through and County Realignment funds. There are no County General funds used for this position.

Copies: PCDSS Managers
Nancy Selvage, Director, Human Resources

Enclosures (3)

Position Classification: Employment and Training Worker (ETW) III

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for the most difficult levels of work assigned to the Eligibility and Employment Services Division. Case work assigned to this employee includes the administration of Foster Care payments, processing and clearing reports from external data sources such as the Integrated Earnings Verification System (IEVS) and the payment verification systems. This employee is also responsible for preparing for and representing the Department at client initiated administrative hearings. This position also functions as a Unit Lead for the Employment and Training Workers.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Employment and Training Worker III

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Foster Care Assistance is a state mandated/county administered cash assistance program for Foster Homes that provide care to abused and neglected children. In addition, this position is responsible for County Administrative Hearings and functions as the Unit Lead.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective June 9, 2020.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Other counties are structured in a very similar way – that is Unit Leads are a feature of the unit designated organizational structure. The state approves appropriate classification levels.

-
- What core function will be impacted without filling the position prior to July 1?

Answer: The Department would not have staff to perform Foster Care Assistance payments as mandated by State law nor would we have staff to support the County Administrative Hearing processes.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: We will not expend state funds that have been allocated to the administration of Foster Care and Realignment dollars will be disbursed to other programs costing the Department money.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

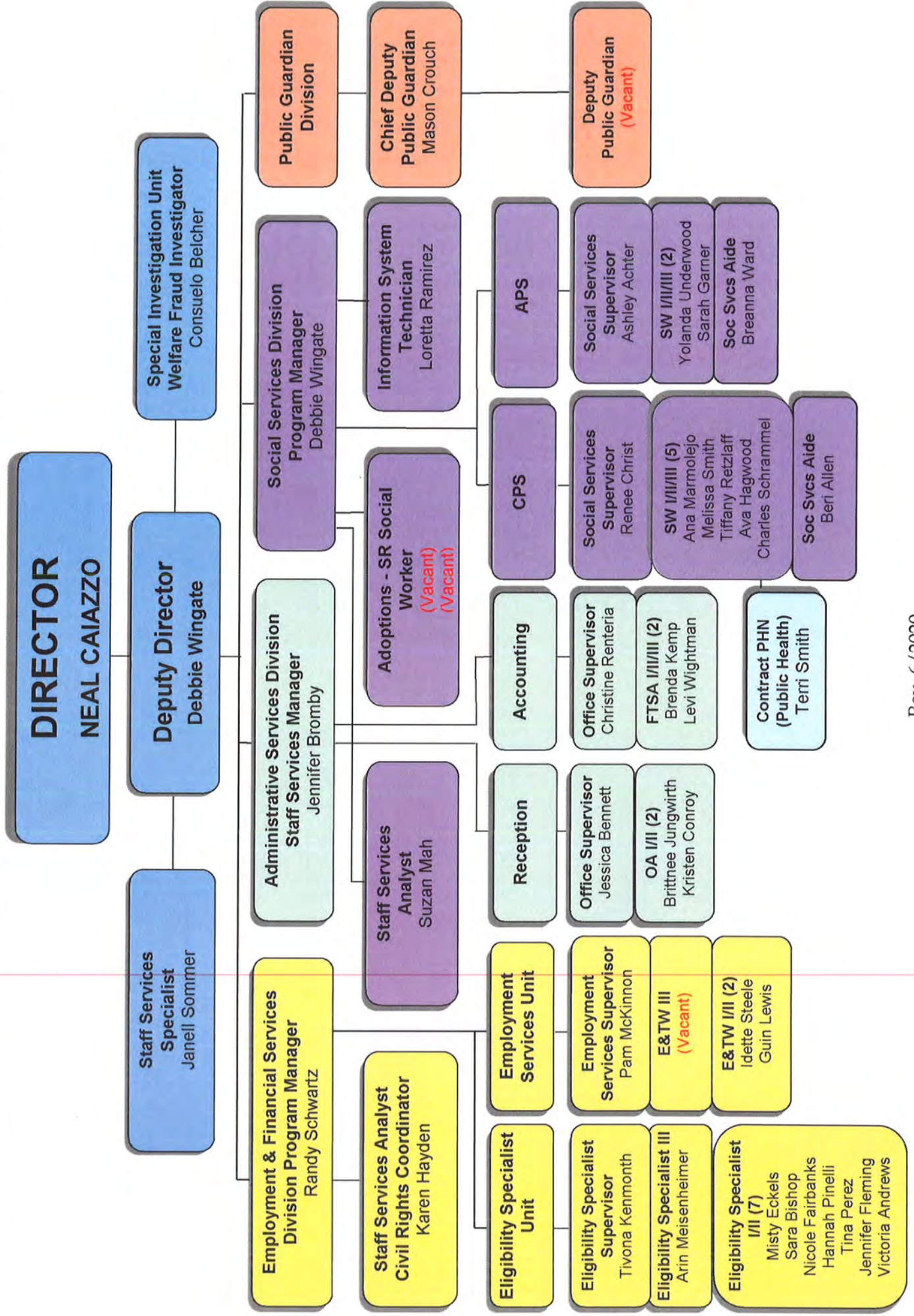
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: JUNE 19, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 7, 2020, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED STAFF SERVICES
ANALYST POSITION IN THE DEPARTMENT'S EMPLOYMENT AND
FINANCIAL SERVICES PROGRAM

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Staff Services Analyst position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Staff Services Analyst. This position became vacant when the incumbent retired on June 30, 2020. As explained more completely in the accompanying documents, this position is part of our Employment and Financial Services Division and is critical to delivering benefits to Plumas County residents.

A Table of Organization showing the vacancy is also attached

Financial Impact

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Staff Services Analyst – Medi-Cal/CalFresh/CalWorks Programs

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Medi-Cal, CalFresh (Foodstamp), and CalWorks administration is a state mandated service. The Staff Services Analyst is critical to the delivery of these services

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally, the caseload is at historic high levels and the Department anticipates this will continue. The state provides funds to meet this growth.

- How long has the position been vacant?

Answer: The position has been vacant since June 30, 2020 when the prior incumbent retired.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

- What core function will be impacted without filling the position prior to July 1?

Answer: We will not be able to process applications for Medi-Cal/CalFresh/CalWorks in accordance with the state requirements.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

- Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

Position Classification: Staff Services Analyst I

FTE: 1.00

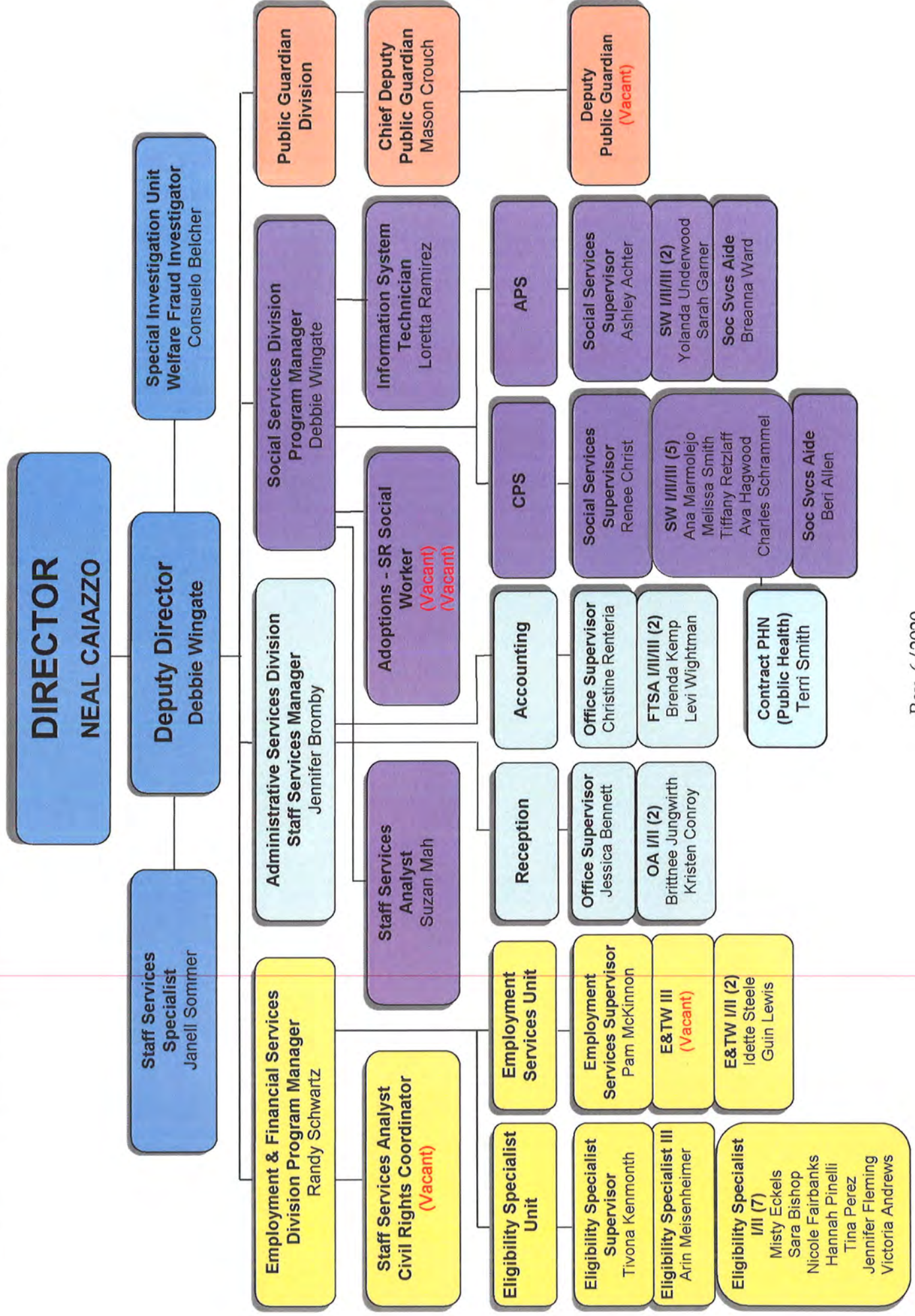
Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for performing analysis and program support for the Department's public assistance programs. The incumbent reads and analyzes new and changed state regulations and determines their impact on existing operations and procedures. This position is responsible for developing internal procedures needed to conform to changes in state regulations. The incumbent provides training on such changes to staff and may train new staff. The position is responsible for maintenance of our computerized eligibility determination system C-IV. The incumbent also performs significant levels of quality assurance work to assure that eligibility casework meets standards for accuracy.

Funding Sources: This is an administrative support position. Funding sources are federal dollars (50%), state general funds (35%) and County Realignment dollars (15%). There is no cost to the County General Fund for this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





NEAL CAIAZZO
DIRECTOR

**DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: JUNE 25, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR JULY 7, 2020 CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE A CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS).

It is Recommended that the Board of Supervisors

Approve contract with Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth and authorize the Director of the Department of Social Services to execute the agreements.

Background and Discussion

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who "age out" or "emancipate" from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support provided under this program.

Based on this change, in April, 2007 Plumas County Department of Social Services submitted a "letter of interest" to the California Department of Social Services and an ensuing County THP-Plus Plan to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.

The matter that is before the Board today is to approve a contract with Environmental Alternatives for these services.

Financial Impact

The rate set for housing and supportive services is \$2,434 per month for each of the two approved slots. And, pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed contracts and has approved them as to form.

Copies: PCDSS Management Staff (cover memo only)

Enclosures (2):

County of Plumas**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and **Environmental Alternatives Foster Family Agency** ("Provider").

1. **Services Provided by Provider.** This Agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus)**. The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.
2. **Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".
3. **Term of Agreement.** The term of this Agreement commences July 1, 2020 and shall remain in effect through June 30, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Environmental Alternatives Foster Family Agency from July 1, 2020 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Subject to a thirty-day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

7. Facilities, Equipment and Other Materials and Obligations of County. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

- a. Provide program consultation and technical assistance to Provider.
- b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.
- c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.
- f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. Drug-Free Work Place. Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. Records. Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. Independent Provider. The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner

or thing whatsoever. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

- 11. Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- 13. Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 14. Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- 15. Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Neal Caiazza, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Melody King, Asst. Executive Director
Environmental Alternatives Foster Family Agency
PO Box 3940
Quincy, CA 95971
(530) 283-3330

- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.

17. Severability. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the agreement shall be deemed cancelled.

18. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

Attachment A- Services

Attachment B- Payment

Attachment C- Additional

Attachment D- General Provisions

Attachment E- Business Associate Agreement

EXECUTION

County:

DEPT. OF SOCIAL SERVICES,


NEAL CAIAZZO, DIRECTOR

6.24.2020
Date


Provider:

ENVIRONMENTAL ALTERNATIVES
FOSTER FAMILY AGENCY,

MELODY KING, ASST. EXECUTIVE DIRECTOR

Date

Approved as to form:



Gretchen Stuhr
Deputy County Counsel III

6/24/20

JEROME DORRIS, CHIEF FINANCIAL OFFICER

Date

**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.
2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted ILP provider.
3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.
4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.
5. County shall periodically inspect housing units used by the program.
6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.
7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.
8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.

2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.
 3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.
-
4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.
 5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.
 6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.
 7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.
 8. Provider shall provide access to on call mental health services.
 9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.
 10. Provider shall assure youth receives medical and dental care.
 11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.
 12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.
-
13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.
 14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.
 15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.
 16. Provider shall provide apartment furnishings, directly or through a stipend.

17. Provider shall provide youth assistance in finding and maintaining affordable housing.
18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.
19. Provider shall provide an emancipation fund for each youth into which \$100.00 per month will be deposited.
20. Provider shall provide assistance with security deposits and moving assistance.
21. Provider shall provide transportation assistance.
22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.
23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.
24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.
25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.
2. Within 12 months, 100% of participating youth will be employed.
3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.
4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.
5. Within 12 months, 50% of participating youth will have retained their housing.
6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.

2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.
 3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.
-
4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.
2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.
3. Provider shall respect and keep confidential information about the participants and their families.
4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
5. Provider shall comply with any findings or recommendations of State or Federal audits and reviews.

END OF ATTACHMENT A

**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP-Plus	Per Month/ Per Youth	24 @ \$2,434.00 per unit	\$58,416.00

Maximum Contract Amount: 12 Months

**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY
ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This Agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

**ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY**

GENERAL PROVISIONS

- D.1 INDEPENDENT PROVIDER.** For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Provider, the following shall apply:
- D.1.1** Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.
- D.1.2** Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.
- D.1.3** Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4** Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.5** Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.6** Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

- D.1.7** County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.
- D.1.8** Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.
-
- D.1.9** Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.
- D.2 PERS ELIGIBILITY INDEMNITY.** In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
- Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.
- D.3 LICENSES, PERMITS, ETC.** Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.
-
- D.4 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.
- D.5 TIME.** Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional insured (hereinafter referred to as the insurance). The insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

- D.6.6** Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a ~~certificate of insurance describing the insurance coverages and~~ endorsements to:

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

- D.6.7** Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

- D.6.8** County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

- D.6.9** Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.7 INDEMNITY.** Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

D.8 PROVIDER NOT AGENT. Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.9 ASSIGNMENT PROHIBITED. ~~Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.~~

D.10 PERSONNEL. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.

D.11 STANDARD OF PERFORMANCE. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.

D.12 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.13 TAXES. Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.

D.14 TERMINATION. County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.14.1 Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

- D.14.2** County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.
- D.14.3** Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.
- D.15 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.
- D.16 WAIVER.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- D.17 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

- D.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
-
- D.20 MINOR AUDITOR REVISION.** In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.21 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.22 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.22.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.22.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.23 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.24 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.25 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.26 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

- D.27 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.28 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.29 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.
- D.30 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.31 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.32 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.33 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.34 CORPORATE AUTHORITY.** If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing ~~either by personal service or by registered or certified mail, return receipt requested,~~ and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Tim Wilkinson
Environmental Alternatives Foster Family Agency
PO Box 3940
Quincy, CA 95971

END OF ATTACHMENT D

**ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY
BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made effective July 1, 2020 by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY dated," JULY 1, 2020 and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)
 - 1.1 Business Associate. Business Associate shall mean ENVIRONMENTAL ALTERNATIVES FOSTER FAMILY AGENCY.

- 1.2 Covered Entity. Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
- 1.3 Designated Record Set. Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.
- 1.4 Individual. Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 Required By Law. Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 Secretary. Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

- 2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.
4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

- 5. Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination:

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

- 7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.
- 7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E



Kevin Correia
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: July 7, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correia – Facility Services & Airports Director

SUBJECT: Request to Approve and Authorize Board Chair to sign conditional ground lease between County of Plumas and Pacific Gas & Electric (PG&E).

Recommendation

Approve and Authorize Board Chair to sign conditional ground lease

Background and Discussion

PG&E contacted the Facility Services' Fiscal Officer, Rob McAdams, attempting to lease/secure the Almanor Rec Center for its Public Safety Power Shutoff Events. PG&E offered to install an emergency generator free of charge to the county but with the stipulation that PG&E gets exclusive right to use the Almanor Rec Center in the event of a power shutoff event. Given that the Almanor Rec Center is rented to the public at-will and for various functions including impromptu birthday parties and celebrations, weddings, social events etc, there was no way of being able to offer PG&E exclusivity to the use of the Almanor Rec Center as PG&E does not know when Public Safety Power Shutoff Events will occur. This situation presented an obstacle to PG&E's plan as Rob McAdams told PG&E that if the Almanor Rec Center was previously scheduled and rented by someone, the person renting the Rec Center would have exclusivity over PG&E.

An alternate plan was offered to PG&E to use the parking lot on the west side of the Chester Memorial Hall. PG&E will set up a 100' X 30' cooling/heating tent with chairs and tables, offer charging stations for cell phones, tablets, and laptops, and provide water and snacks for community members affected by the Public Safety Power Shutoff Event.

The lease exclusively limits PG&E to the use of *only* the parking lot of the Chester Memorial Hall. This alternate plan allows PG&E to support certain needs of the community without having affect to anyone that would possibly be renting the Chester Memorial Hall as ample parking is available on the east side of the hall.

Lease value is \$150/day of use for the Public Safety Power Shutoff Events.

A copy of the lease is on file with the Clerk of the Board.



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: July 7, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services & Airports Director

SUBJECT: Request to Approve and Authorize Board Chair to sign Supplemental Budget Transfer for Facility Services

Recommendation

Approve and Authorize Board Chair to sign Supplemental Budget Transfer.

Background and Discussion

After the FY 19/20 budget was approved in October 2019, it was found that an error in the Facility Services budget was made causing a short-fall of budget to pay for the County's Heating Oil purchases. To correct this error, funds were transferred from Facility Services Capital Improvements; this transfer from Capital Improvements is now causing a short-fall in Capital Improvements to pay for sidewalk and walkways repairs.

Facility Services contracted with Sierra Concrete to repair the sidewalks and walkways at several of the County's facilities. Facility Services is requesting permission to use \$21,700.98 in unearned revenue as well as using \$21,611.90 available in the OHV Trail grant budget totaling \$43,312.88. These transfers will satisfy the contract with Sierra Concrete as this project was satisfactorily completed on June 24, 2020. A revenue reimbursement of \$67,822.13 is still expected from the State of California OHV Trail Program for FY 19/20 but it is unsure if this reimbursement will arrive before the end of August to close out the Fiscal Year.

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

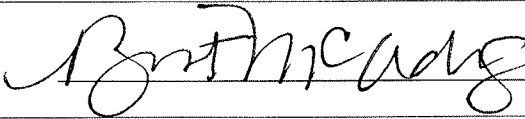
A) Transfer funds to Facility Services Capital Improvements to pay cost related to sidewalk repairs throughout the County

B) _____

C) _____

D) _____

Approved by Department Signing Authority:



☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



6/29/2020

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.

TRANSFER NUMBER
(Auditor's Use Only)

Date 6/29/2020

Board
Board
Board
Auditor
Auditor

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20120	46251	Reimbursements/Refunds	21,259.22
		43026	Rent	441.76
Total (must equal transfer to total)				21,700.98

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20120	540110	Capital/Building Improvements	21,700.98
Total (must equal transfer to total)				21,700.98

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer funds to Facility Services Capital Improvements to pay cost related to sidewalk repairs throughout the County

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

Brent McAdams

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

John Dill

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.



Erin Metcalf
Chief Probation Officer


County of Plumas

Department of Probation

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



Phone: (530)283-6200
FAX: (530)283-6165

DATE: June 22, 2020 

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of the contract between Plumas County Probation Department and DeMartile Automotive.

Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department.

Background and Discussion

The Plumas County Probation Department has contracted with DeMartile Automotive for general mechanic services for all department vehicles. Current rate shall not exceed \$12,000 during the term of July 1, 2020 to June 30, 2021.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.



Erin Metcalf
Chief Probation Officer

County of Plumas
Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

DATE: June 24, 2020
TO: Honorable Board of Supervisors
FROM: Erin Metcalf, Chief Probation Officer
SUBJECT: Approval of the contract between Plumas County Probation Department and Dr. Amezaga.

Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and Dr. Amezaga to provide psychological evaluations upon request.

Background and Discussion

The Plumas County Probation Department has contracted with Dr. Amezaga for juvenile psychological evaluations. Current rate shall not exceed \$14,000 during the term of January 1, 2021 to December 31, 2021.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: July 7, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$300,000.00 agreement with Willow Glen Care Center.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$37,200.00 agreement with Dr. Mark Satterfield.

BACKGROUND AND DISCUSSION:

1. Willow Glen Care Center is a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions. This amendment has been approved to form by County Counsel.
2. Agreement made with Dr. Satterfield to provide assistance to clinic staff and Medication Assisted Treatment to patients when needed. This agreement has been approved to form by County Counsel.


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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: July 7, 2020
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Redding.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Red Bluff
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$220,000.00 Agreement with Crestwood Behavioral Health.

BACKGROUND AND DISCUSSION:

1. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.
2. Restpadd-Red Bluff is a psychiatric health facility, serving adult and children experiencing acute psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.
3. Crestwood Behavioral Health is a psychiatric rehabilitation center and covers a large demand for mental health wellness and recovery services. This agreement has been approved to form by County Counsel.

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




PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director

DATE: July 7, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$30,000.00 Agreement with Empire Recovery Center.

BACKGROUND AND DISCUSSION:

1. Empire Recovery Center is a residential treatment facility for individuals with alcohol and substance use disorders. This Agreement has been approved to form by County Counsel.


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



PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.

DATE: July 7, 2020
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Ph.D., Behavioral Health Director 

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign 2 year \$960,000.00 agreement with Aligned Telehealth & Asana Integrated Medical Group.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$25,000.00 agreement with Heritage Oaks Hospital.

Background and Discussion

1. Aligned Telehealth & Asana Integrated Medical Group provides clinic, jail, Medication Assisted Treatment (MAT) and medical direction services, all which PCBH needs to fulfill the array of psychiatric services. The ability for a single medical group to provide all the psychiatric services needed promotes improved continuity of care, service efficiency, and care integration.
2. Heritage Oaks Hospital provides inpatient and outpatient acute, psychiatric, and co-occurring mental health and substance abuse treatment services.

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



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

211,2

Date: June 26, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff, Director
Agenda: Item for July 7, 2020

Recommendation:

- a. Approve a Supplemental Budget of unanticipated revenue in Senior Nutrition Budget Unit 20830 in the amount of \$20,000 for FY 19-20 for the Families First Coronavirus Response Act (H.R. 6201), and
- b. Approve a Budget Transfer from wages and benefits to Food in Senior Nutrition Budget Unit 20830 in the amount of \$12,406.00 for FY 19-20 to comply with grant revenue and expenditure changes.

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 Services has increased home delivered meals to seniors threefold since the beginning of the pandemic.

A copy of the Supplemental Budget and Budget Transfer with line item detail are 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>

TRANSFER NUMBER
(Auditor's Use Only)

Approval Required
Board
Board
Board
Auditor
Auditor

RECEIVED
JUN - 2 2020
Author's / Date

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Nutrition Dept. No. 20830 Date 6/2/2020

The Reason for this request is (check one):

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

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0001N	20830	51000	Regular Wages	\$ 155.00
0001N	20830	51020	Other Wages	\$ 6,780.00
0001N	20830	51060	Overtime Pay	\$ 11.00
0001N	20830	51080	Retirement	\$ 5,030.00
0001N	20830	51100	OASDI	430.00
Total (must equal transfer to total)				\$ 12,406.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE 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	520300	Food	\$ 12,406.00
Total (must equal transfer to total)				\$ 12,406.00

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 request.

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PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

213,4

Date: June 25, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Agenda Item for July 7, 2020

Item Recommendation: In order to bring the County budgets in line with the approved grant budgets the Board is requested to approve:

- a. A Budget Transfer in Department 70561 Public Health Emergency Preparedness Program in the amount of \$18,193.00; and
- b. A Budget Transfer in Department 70566 Hospital Preparedness Program in the amount of \$2,750.00.

History/Background: Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office (EPO) Hospital Preparedness Program and Public Health Emergency Preparedness Program to improve local public health preparedness and ability to respond to bioterrorism and other disasters.

Plumas County Public Health Agency (PCPHA) submits a projected budget to the county for each fiscal year. During the fiscal year changes are made to bring the County Budget in line with the Grant Budgets. Due to COVID-19 activities wages, benefits and overtime were allowed to be increased to cover other the costs for Fiscal Year 19-20.

The Boards action today will allow adjustments to various line items to bring the county budgets in line with the approved grant budgets. The Budget Transfers have been approved and signed by the Auditor; copies with line item detail are attached for your review.

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

C:\Documents and Settings\rosieolney\My Documents\BOS\EPO-HPP-PHP-BT-Wages, Benefits & Overtime.doc



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



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

9/20

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **CDC Base/PanFlu** Dept. No. **70561** Date **6/25/2020**

The Reason for this request is (check one):

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

Approval Required
Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015P	70561	51090	Group Insurance	\$ 865.00
0015P	70561	524400	Special Dept. Expense	\$ 14,378.00
0015P	70561	527400	In County Travel	\$ 450.00
0015P	70561	527500	Out of County Travel	\$ 2,500.00
Total (must equal transfer to total)				\$ 18,193.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE 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
0015P	70561	51000	Wages	\$ 12,500.00
0015P	70561	51060	Overtime	\$ 3,000.00
0015P	70561	51080	Retirement	\$ 250.00
0015P	70561	51100	FICA	\$ 1,000.00
0015P	70561	525000	Overhead	\$ 1,443.00
Total (must equal transfer to total)				\$ 18,193.00

Supplemental budget requests require Auditor/Controller's signature

19/20

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: **Hospital Preparedness** Dept. No. **70566** Date **6/25/2020**

The Reason for this request is (check one):

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

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015P	70566	527500	Out of County Travel	\$ 2,750.00
			Total (must equal transfer to total)	\$ 2,750.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE 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
0015P	70566	51060	Overtime	\$ 2,700.00
0015P	70566	51100	FICA	\$ 50.00
			Total (must equal transfer to total)	\$ 2,750.00

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

215



PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: June 22, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 7, 2020

Recommendation: Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2019-2020, and direct the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs.

Background and Discussion: As the Board may recall, Child Health and Disability Prevention (CHDP) is a California Department of Health Services program designed to provide routine health exams, immunizations and health education to children from low and moderate income families. Through this program, Plumas County Public Health Agency provides outreach to eligible families and children, coordination with local health care providers, education and training of medical providers regarding treatment protocols, coordination with other County agencies, and follow-up and referral of children with identified medical conditions. Additional funds provide for a nurse to work with Foster Care Agencies, Social Services, Probation Department, and to coordinate health care for children in foster care. The California Children's Services (CCS) Program provides diagnostic screening, medical treatment, and nurse case management for sixty to eighty families needing access to special services for medically fragile infants, or children, and assistance with travel and housing for those who must go out of county to access specialized medical care.

In order to continue to receive State and Federal funds for the CCS and CHDP programs, the Chair of the Board of Supervisors is required to certify program compliance with Federal and State laws and regulations related to the Health and Safety Code, Welfare and Institutions Code, Children's Medical Services Plan and Fiscal Guidelines Manual, and Title V and XIX of the Social Security Act. This must be done on an annual basis as the certification is valid for one year.

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



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

216

Date: June 24, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 7, 2020

Description/Recommendation: Approve and authorize the Chair to sign the Annual Certificates of Compliance for the Veterans County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2020/2021 from the California Department of Veterans Affairs.

Background Information: The State of California, through the California Department of Veterans Affairs (CDVA) provides funds to the Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

Subvention Funding is a constant fund to all participating counties on a pro rate basis. This allocation is based on the overall State Workload of all County Veterans Service Offices, and stable allocations, one to assist with covering the administrative costs of running the office.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

Veterans Service Officer Funds are distributed to each county based on Net County Cost of the County Veterans Service Office. This funding is derived from sale of special veteran's license plates.



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

217

Date: June 26, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 7, 2020

Recommendation: Approve and direct the Chair to sign a Memorandum of Understanding (PCCFC-COUNTY-MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel.

Background Information: As the Board is aware in 1998, California voters passed Proposition 10, which created a \$.50 per pack tax on cigarettes and similar tax on other tobacco products. The resulting revenues are used for programs that support children from prenatal to five years of age and their families, including parent education, growth and development, child care, and health services. Funds are restricted and are governed by the California Children and Families Commission and a County Commission appointed by the County Board of Supervisors (Plumas County Children and Families Commission). Statewide annual revenues vary depending on tobacco product sales.

The Plumas County Children and Families Commission has been meeting regularly since August 1999. The required countywide needs assessment and strategic plan have been approved and implemented. Proposition 10 Planning funds allowed the Plumas County Children and Families Commission to move decisively towards completion of necessary tasks in a comprehensive and efficient manner. Commission members and staff have developed By-Laws consistent with the Proposition 10 legislation and the rural needs of Plumas County. Funds have been allocated for a number of projects including: parent education and home visitation, infant services for developmentally delayed children, Healthy Touch Program, child care, upgrade of playground equipment, and oral health services to children ages 0-5 years.

In 1999 Plumas County entered into a Memorandum of Understanding with the Commission defining relationships and expectations. The Memorandum of Understanding, which has been approved by County Counsel, is on file with the Clerk of the Board for your review.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\PCCFC MOU July 1, 2019.doc

218



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: June 26, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for July 7, 2020

Item Description/Recommendation: Approve the attached Resolution to accept Agreement Number 20-10061 from the California Department of Public Health, Office of AIDS to adhere to the AIDS Drug Assistance Program (ADAP) Enrollment Procedures and Guidelines, and authorize the Director of Public Health to sign the Agreement.

Background Information: The AIDS Drug Assistance Program (ADAP) was established in October 1987 to provide drugs to individuals with HIV/AIDS who could not otherwise afford them. The goal of the program is to make pharmaceutical treatments available to people living with HIV/AIDS that can reliably expect to prolong their lives, minimize the related occurrences of more serious illnesses, reduce more costly treatments, and maximize the HIV-infected person's vitality and productivity. ADAP is specifically intended as a program of last resort for those people who have no other resource to pay for medications. Eligibility and recertification of clients is handled at the local health department level. Dispensing of medications, reimbursement, and data collection is handled at the state level through a non-profit pharmacy benefits management services provider, Ramsell.

A copy of Standard Agreement Number 20-10061 with the California Department of Public Health, Office of AIDS 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.

C:\Documents and Settings\rosieolney\My Documents\BOS\ADAP Standard Agreement Enrollment Site 20-10061 Resolution.doc

RESOLUTION NUMBER 20-_____

A RESOLUTION TO ACCEPT AGREEMENT NUMBER 20-10061 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS FOR THE AIDS DRUG ASSISTANCE PROGRAM ENROLLMENT PROCEDURES AND GUIDELINES.

WHEREAS, Plumas County Public Health Agency receives funding from the California Department of Public Health, Office of AIDS to assist local health departments with costs associated with the administration of ADAP enrollment process.

WHEREAS, Plumas County Public Health Agency will adhere to the Enrollment Procedure's and Guidelines for determining ADAP eligibility in the AIDS Drug Assistance Program (ADAP).

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

1. Approve Agreement Number 20-10061 from the California Department of Public Health, Office of AIDS for Fiscal Years 2020- 2021 and 2021-2022 and 2022-2023 and 2023 in the amount of \$0.
2. Authorize the Director of Public Health to sign the agreement and any amendments and execute subsequent documents pertaining to Agreement Number 20-10061.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of July 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

219

Date: June 26, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Cc: Nancy Selvage, HR Director
Agenda: Item for July 7, 2020

Recommendation: Approve and direct Human Resources to recruit for the following funded and allocated extra-help positions:

- a) Community Outreach Coordinator or Health Education Specialist or Health Education Coordinator I/II; and
- b) Licensed Vocational Nurse I/II or Registered Nurse I/II or Public Health Nurse I/II/III.

Background and Discussion: As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The current vacancies have resulted in a serious shortage of available staff to meet essential services. It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

Fiscal Impact: There is no fiscal impact to the General Fund as both positions requested are fully funded by contracts, or contract extensions, for the 20-21 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

A copy of the Critical Staffing Requests and organizational charts are attached for your review.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HR-HEC, HES,COC, PHN, RN, LVN 7-2020.doc

CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: 7/7/20

DEPARTMENT TITLE: Public Health AgencyBUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: Community Outreach Coordinator, Health Education Specialist or Health Education Coordinator I/II and 1.00 FTE Public Health Nurse I/II/III or Registered Nurse I/II or Licensed Vocational Nurse I/II/

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO _____

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied _____

Board Modifications

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- **Is there a legitimate business, statutory or financial justification to fill the position?**
 - **Why is it critical that this position be filled at this time?**
 - **How long has the position been vacant?**
1. The HEC I/II or HES or COC - This position is responsible for organization, coordination, implementation, and conducts a variety of public health education programs and related health services, public information programs, health promotion, prevention programs.
 2. The PHN or RN I/II or LVN I/II- This position will provide clinic and program support for the nursing division.
- **Can the department use other wages until the next budget cycle?**

All positions are budgeted and funded in the current year.

There are many technical aspects to public health vacant positions that require extensive training. We are currently experiencing a nursing staff shortage. Ongoing vacancies can cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

- **What core function will be impacted without filling the position prior to July 1?**

The negative impacts to our agency will exacerbate as the vacancies continue.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

Not filling the positions will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors.

- **A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

Staffing shortages in our clinic division have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

No.

- **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

No.

- **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

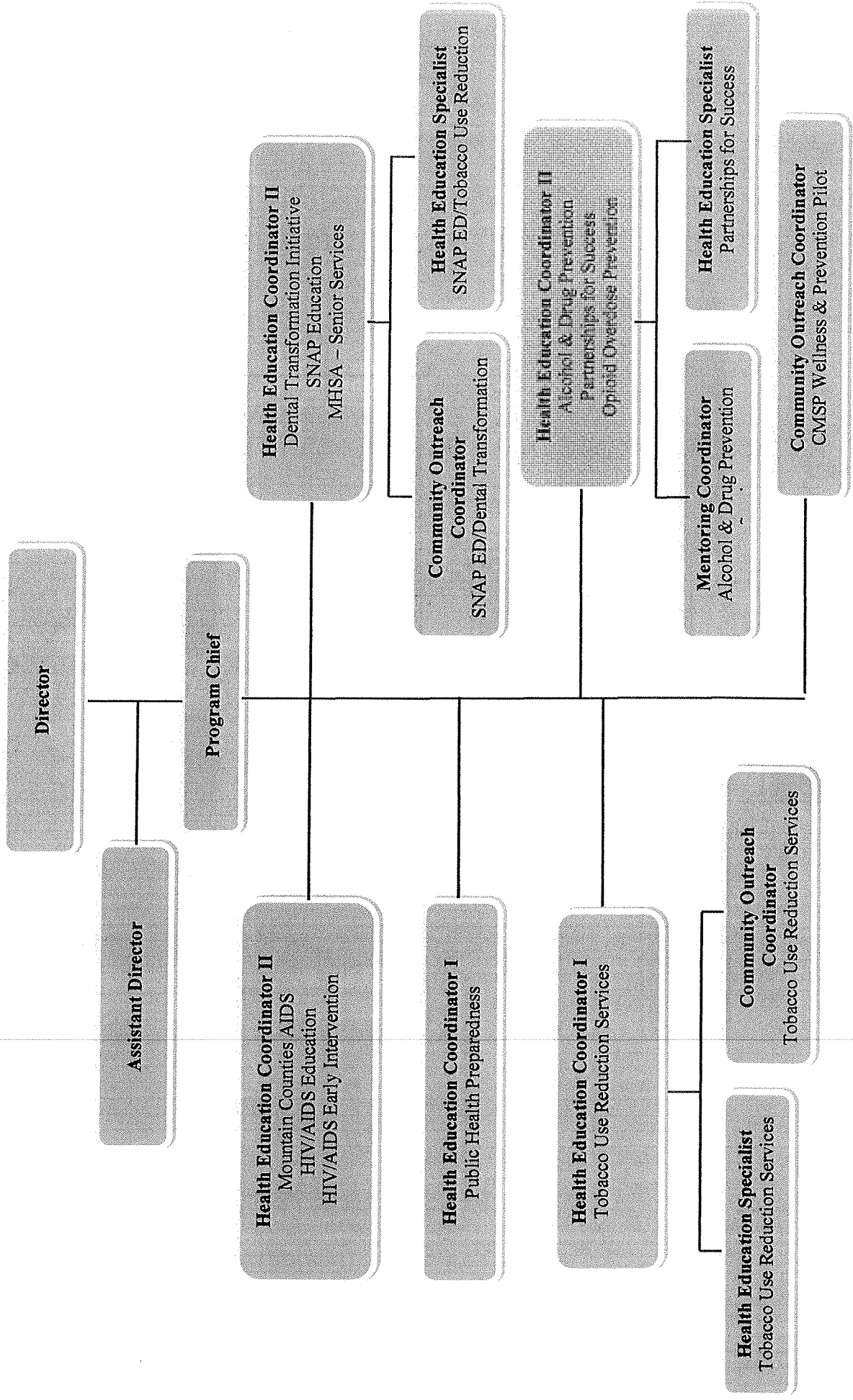
N/A. All positions requested are fully funded by contracts, or contract extensions, for the 20-21 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

- **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?**

FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND PREVENTION DIVISION**

2



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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Beckwourth, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

For the July 7, 2020 meeting of the Plumas County Board of Supervisors

June 29, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert Perreault", is written over the printed name.

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Beckwourth Maintenance District

Background:

As the result of a retirement effective June 30, 2020, there exists in the Beckwourth Maintenance District 1 vacancy for a Road Maintenance Worker.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY20/21 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker in the Beckwourth Maintenance District.

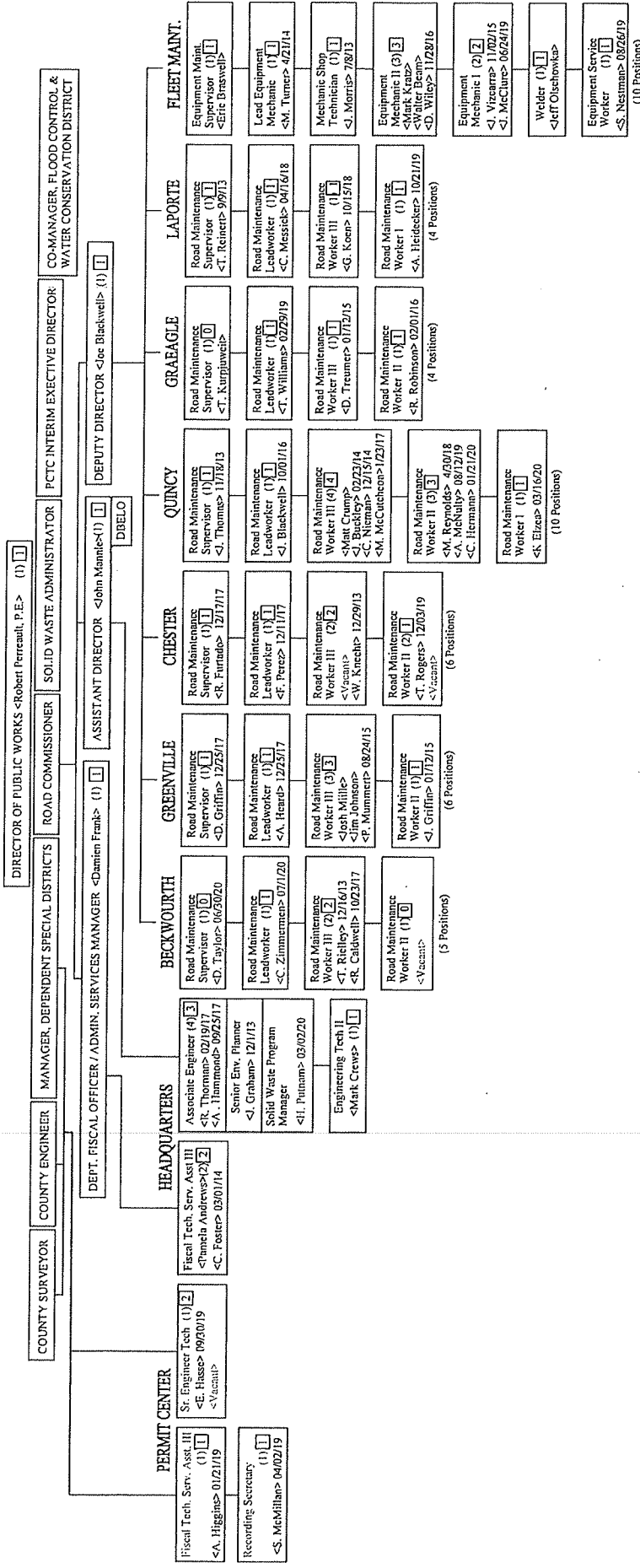
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker I/II Worker Position Beckwourth

- Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.
- How long has the position been vacant?
Effective 7/1/2020.
- Can the department use other wages until the next budget cycle?
The department’s wage and benefits portion of the 20/21 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

17/18	(\$600,000)	18/19	\$600,000	19/20	\$0
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 06/25/20

252

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Chester, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director




CONSENT AGENDA REQUEST

For the July 7, 2020 meeting of the Plumas County Board of Supervisors

June 29, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Chester Maintenance District

Background:

One (1) FTE PW Maintenance Worker has retired from the Department effective June 19, 2020.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY19/20 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker in the Chester Maintenance District.

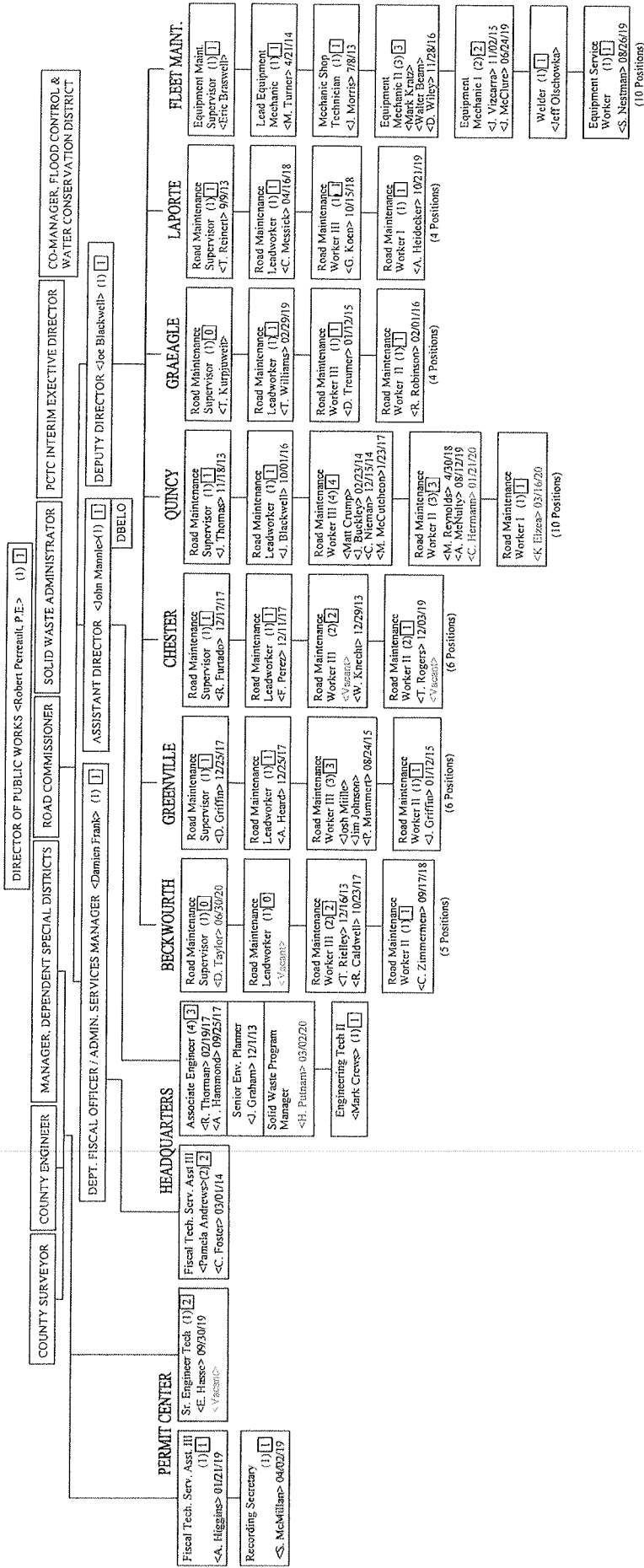
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker I/II Worker Position Chester

- Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.
 - Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.
 - How long has the position been vacant?
Effective 6/19/2020.
 - Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 19/20 budget includes funds for this position.
 - What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
 - What core function will be impacted without filling the position prior to July 1? **N/A**
 - What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
 - A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
 - Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
 - Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
 - Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
-
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

16/17	\$0	17/18	(\$600,000)	18/19	\$600,000
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 06/16/20



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

For the July 7, 2020 meeting of the Plumas County Board of Supervisors

Date: June 29, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Two handwritten signatures in blue ink are present. The first signature, 'Bob Perreault', is written over the printed name of the Director of Public Works. The second signature, 'John Mannle', is written to the right of the first signature.

Subject: **Authorize the Director of Public Works to establish an Escrow Service Agreement, in the amount not to exceed \$20,000, between the California Department of Fish and Wildlife and Plumas County for habitat enhancement and post-construction monitoring associated with the Incidental Take Permit for the Spanish Ranch Road Bridge Replacement Project.**

Project Background:

Following the Board of Supervisors' award of the bridge construction contract on March 10, 2020, construction activities associated with the Spanish Ranch Road Bridge Replacement Project have begun. The proposed project involves replacing the existing structurally deficient Spanish Creek Bridge (No. 9C-0039) crossing Spanish Creek on Spanish Ranch Road. The new two-lane bridge would occupy approximately the same alignment as the existing deficient bridge.

Pre-construction biological surveys for the proposed project were conducted on May 21, 2020. Survey results revealed the presence of two endangered species, the foothill yellow-legged frog and the Sierra Nevada yellow-legged frog.

In order to proceed with project construction, the Department of Public Works, in consultation with the California Department of Fish & Wildlife (CDFW), has submitted an application for an incidental take permit (ITP) for potential "take" of Sierra Nevada yellow-legged frog (*Rana sierrae*) and foothill yellow-legged frog (*Rana boylei*). The ITP has been submitted to CDFW in compliance with the requirements of the California Code of Regulations (CCR) Title 14 Section 783.4 and Section 2081(b) of California Fish and Game Code (FGC).

Public Works staff have been working with CDFW staff, the construction contractor, and the County's construction engineering firm, to expedite the processing of the ITP in order to salvage this year's construction season.

A component of the ITP requires the County to provide a financial assurance mechanism for costs associated with habitat enhancement and five years of post-construction monitoring and reporting. The financial assurance mechanism that can be processed most expeditiously is the establishment of an escrow account.

The costs associated with the required habitat enhancement and post-construction monitoring and reporting is estimated to be \$10,656. This amount is pending final CDFW approval. In order to accommodate a potential increase in this amount, the Department of Public Works is requesting authorization for up to \$20,000. These costs will be borne by the project funds, not the General Fund. In addition, costs associated with this financial assurance mechanism are reimbursable through the Highway Bridge Program.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to establish an Escrow Service Agreement, in the amount not to exceed \$20,000, between the California Department of Fish and Wildlife and Plumas County for habitat enhancement and post-construction monitoring associated with the Incidental Take Permit for the Spanish Ranch Road Bridge Replacement Project.

**Disbursement Escrow Service
Agreement Between
County of Plumas and California Department of Fish and Wildlife**

This Agreement is entered into on _____ 2020, between the County of Plumas ("County") and the California Department of Fish and Wildlife ("CDFW"). This Disbursement Escrow Service Agreement establishes an escrow in the Principal Sum of \$10,656.00 (the "Escrow").

Escrow Terms

Section 1: The Escrow is and has been established for the sole benefit of CDFW pursuant to the terms of the Incidental Take Permit No. _____ ("Permit") issued by CDFW to the County of Plumas on _____.

Section 2: The Escrow is intended by the County and CDFW to serve as a security device for the performance by the County of certain obligations under the Permit.

Section 3: The Principal Sum to be deposited into the Escrow is comprised of expenses for habitat enhancement, and post-construction monitoring and reporting as outlined in Exhibit A, for a total of \$10,656 (the "Escrow Funds").

Section 4: The Escrow shall be held by Timios Title, a California Corporation, 250 W. Sycamore Street, Willows, CA 95988 (the "Escrow Agent").

Section 5: Upon any failure by the County to comply with the conditions of approval of the Permit, as determined by CDFW in its sole discretion, CDFW shall be entitled to draw upon this Escrow by presentation to Escrow Agent of a duly executed Certificate for Drawing, attached hereto as Exhibit B. Funds may be drawn in one or more drawings, not to exceed the Principal Sum.

Section 6: The Escrow shall be closed at such time as all of the money in the Escrow has been disbursed pursuant to the terms of this Agreement.

Section 7: Escrow Agent shall release to County the amount of the Escrow Funds attributed to the expenses identified in Exhibit A at the earlier of 1) such time as CDFW provides Escrow Agent with a Certificate for Release of Funds in the form attached as Exhibit C, indicating that CDFW has inspected the area covered by the Permit and has determined that County has satisfactorily completed those contract items, or 2) six years after the date of execution of this Agreement.

Section 8: The County shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow and placing the Principal Sum in a non-interest bearing account.

Section 9: The Escrow Funds will be held in an account with no interest accruing.

Section 10: This Agreement may not be transferred or assigned.

Section 11: This Agreement shall be governed by the laws of the State of California.

Section 12: This Agreement shall, if not terminated earlier, expire no later than six years after the date of its execution at which time the Escrow Agent shall disburse all funds then remaining in the Escrow to the County.

COUNTY OF PLUMAS:

By _____

Robert A. Perreault, Director
Plumas County Public Works

APPROVED AS TO FORM:



R. Craig Settlemyre
County Counsel

CALIFORNIA DEPARTMENT OF FISH AND
WILDLIFE

By _____

Name: _____

EXHIBIT A

Description of Activity		Total Cost
Habitat Enhancement		
Planting Activities (16 hours labor @ \$120/hour, harvest willow cuttings; re-plant willow cuttings)		\$ 1,920
Post-Construction Monitoring and Reporting		
Annual Site Visit (Monitoring Period: 5 years)	Labor (6 hours @ \$120/hour; includes 4 hours labor, 2 hours travel)	\$3,600
	Annual cost: 6hrs @ \$120/hr. = \$720	
	Expenses (Mileage for local biologist= 120 miles round trip.)	\$336
	Annual cost: 120mi @ \$0.56/mi = \$67.20	
Annual Reporting (Monitoring Period: 5 years)	Report preparation (8 hours @ \$120/hour)	\$4,800
	Annual cost: 8 hrs. @ \$120/hr. = \$960	
Total Costs		\$ 10,656

EXHIBIT B

Certificate for Drawing

Escrow Agent:

Timios Title Company
250 W. Sycamore St.
Willows, CA 95988

On Behalf Of: County of Plumas

Department of Public Works
1834 E. Main Street
Quincy, CA 95971

Disbursement Escrow Service Agreement Between
County of Plumas and California Department of Fish and Wildlife

Beneficiary:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife (CDFW) as defined by the above-referenced Escrow agreement, hereby certifies to Escrow Agent that:

- 1) In the opinion of CDFW, Applicant has failed to comply with conditions of approval in the Permit.
- 2) The undersigned is authorized under the terms of the above-referenced Escrow to present this Certificate as the sole means of demanding payment on the Escrow.
- 3) CDFW is therefore making a drawing under the above-referenced Escrow in the amount of \$_____
- 4) The County of Plumas has been notified of failure to comply with conditions of the Permit and acknowledges this Certificate by signature below.
- 5) The amount demanded does not exceed the Principal Sum currently held in Escrow.
- 6) Sums received shall be used by CDFW in accordance with the terms of the Permit. Therefore, CDFW has executed and delivered this certificate on:

Acknowledged By:

County of Plumas Representative

Name: _____

Title: _____

CDFW Representative

Name: _____

Title: _____

EXHIBIT C

Certificate for Release of Funds

Escrow Agent:

Timios Title Company
250 W. Sycamore St.
Willows, CA 95988

On Behalf Of: County of Plumas

Department of Public Works
1834 E. Main Street
Quincy, CA 95971

Disbursement Escrow Service Agreement Between
County of Plumas and California Department of Fish and Wildlife

Beneficiary:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife (CDFW) as defined by the above-referenced Escrow agreement, hereby certifies that:

- Pursuant to the Permit issued to the County by CDFW, the County has presented documentary evidence of full compliance with the terms and conditions of the obligations under the Permit which are listed as Habitat Enhancement and Post-Construction Monitoring and Reporting items referenced in Exhibit A and CDFW hereby requests the release of \$_____ of the Escrow Funds to County.
- Pursuant to the Permit issued to the County by CDFW, the County has presented documentary evidence of full compliance with the terms and conditions under the Permit which are listed as Habitat Enhancement and Post-Construction Monitoring and Reporting items referenced in Exhibit A, and CDFW therefore requests the cancellation of the above-referenced Escrow and instructs that all sums remaining in the Escrow shall be paid by Escrow Agent to the County. The County has been notified of this cancellation and has acknowledged it by signature below.

Therefore, CDFW has executed and delivered this Certificate on ____/____/202____.
(DATE)

Acknowledged by: _____

County of Plumas Representative

CDFW Representative

Name: _____

Name: _____

Title: _____

Title: _____

3A1



COUNTY ADMINISTRATOR
Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the July, 7 2020 meeting of the Plumas County Board of Supervisors

Subject: Contract Amendment for Munis
To: Honorable Board of Supervisors, Clerk of the Board, County Counsel
From: Gabriel Hydrick, County Administrator
Date: 6/23/2020

Background/Introduction:

A few years ago the County began taking steps to replace its outdated software from the late 80s. The County team at that time decided to select Munis to move forward. As with any substantial software conversion, there are challenges and additional needs. One challenge and need is presented by the fact that the HR and Finance components were underestimated by the contractor at the time this project was initiated.

Finding Analysis:

To complete the Munis project, the HR and Finance components will have a total cost of \$73,950, but the current contract has a balance of \$17,500, which leaves a need of a contract amendment for \$56,450.

At project end, total costs for the Munis project will be \$362,077

Recommended Actions:

None at this time. Staff will finalize the change order to complete the Munis project as noted above and in the attachment.

Staff will bring the change order and funding recommendation(s) back to the Board at the July 14th Board meeting.

Fiscal Impact:

Additional project costs of \$56,450.

Attachments:

Attachment 'A'- Notes and background from the Auditor.

ATTACHMENT 'A'

For the Board item, we will need a **contract amendment for Munis in the amount of \$56,450.** (The total of \$73,950 minus the amount left on the contract of \$17,500). **However the budget change will be the \$73,950.**

Reasons for the difference:

Contract budget was set at \$300,000, should have been \$305,627

Saas fees paid against the contract for Mar- June 2018 = 23,977 are not part of conversion costs per Munis.

My records show:

Contract Budget	300,000
Saas – 2017/18 Qtr 4	-23,977
Saas – 2018/19 Annual	-95,907
Invoices paid to date	<u>-193,773</u>
Budget Balance	<13,617>

Adj to reconcile to Sharon's balance:

Contract budget error	5,627
Add Saas – 2017/18 Qtr 4	<u>23,977</u>
Contract Budget as adj.	15,987
Per Munis	17,500

Unknown difference	1,513
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If we ask for a **budget amendment of \$73,950**, our budget balance will be \$60,333 (-13,617 + 73,950). The amended Munis contract will be \$56,450. The difference is partially attributable to the \$2,791 reduction of the amount paid on the invoice for Duane. I won't know exactly what the difference is until I see Sharon's detailed reports. Sharon also has not posted the latest reconciliation on Sharepoint. (The one that we were looking at during the GTM with her several weeks ago).

3A2



COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the July, 7 2020 meeting of the Plumas County Board of Supervisors

Subject: Consider which real properties the Board is inclined to declare as Surplus
To: Honorable Board of Supervisors, Clerk of the Board, County Counsel
From: Gabriel Hydrick, County Administrator
Date: 6/25/2020

Background/Introduction:

Over the last several months, there have been various inquiries into different real properties held by the County. The properties include: Old Jail in Greenville, property next to C. Roy Carmichael Elementary School, Lawry House, and Sierra House. Recently the Plumas Charter School inquired about a short term lease of the Old Probation building given the uncertainties of the next school year due to COVID-19.

Due to additional demands on staff at this time, staff requests the Board identify which properties you are most likely willing to declare as surplus so as to concentrate staff time on those properties only. Once the properties are identified, full reports for each site will be provided to the Board and proper procedures followed for disposition. A very brief synopsis of each property is listed below:

Old Jail in Greenville- a concrete box not used for anything, not even storage. It was used into the 1960's according to the County Museum. The old jail is zoned C-1 (Core Commercial), MH (Manufactured Home) and SP-HA (Specific Plan Historic Area). While the building is not on the Historic Buildings list, it is located within a designated Historic Area (General Plan), is more than 50 years old and is associated with the Greenville Jail. A historic resources survey is warranted and a quote was obtained (\$4,770).

Property adjoining C. Roy Carmichael Elementary School- in 1985 the school district and County executed a lease agreement. Both shared and benefitted from some improvements made. The school district has been maintaining the property and the County appears to not use the property. The school district is interested in the property for their purposes and benefit. The district would like to do some needed upgrades to the property such as have the parking and entry road repaved along with an improved drainage plan. A security gate has been installed at the parking entrance to be kept closed during school hours for the safety of students and staff.

Lawry House- is essentially a large storage unit with more potential than it currently offers. Built by Sheriff Andrew Hall in 1875, it has been in the same family until the county acquired it in 1971, but did not take possession until 1997 when the last remaining family member passed away. The county designated it a local historical landmark in 2003 by resolution and gave it to the museum for its use. Since that time we have used it for the 4th Grade Living History program, as archival and artifact storage, and as a work area since we do not have one at the museum proper. The

Museum Association paid for painting the exterior and the outbuildings, it was re-roofed by the Museum Director with county-funded shingles, the county paid for electrical upgrades and the Association has paid for some plumbing upgrades/repairs.

Sierra House- the office space is used (not the storage or residential structures) by a County department. However, there are two options to maintain these services provided at this site while saving the County tens of thousands of dollars in one of two different potential locations. Because a County department currently occupies this property, it should be noted that a new location will be secured in advance of relocating services during the surplus process. Additionally, the Board has expressed interest in disposing of this property in the recent past.

Property near Hunt and Sons Propane- is a long, narrow, dirt and vegetated plot adjoined to the bike path and is surrounded by commercial and industrial sites (Zoned I-2, APN 115180021) and is approximately 2.19 acres. The property is not used by the County.

Old Probation Building- is the facility in East Quincy the School District leased from the County prior to the beautiful restoration of their current home. COVID is having an impact on the functionality of schools and school staff. For this reason, the Plumas Charter School approached staff about leasing the facility short term. Staff continues conversations with the Plumas Charter School and will likely bring the lease agreement before the Board in the very near future.

Finding Analysis:

Staff finds that these sites are underutilized and not meeting their potential. As such, they are cost and liability burdens. These sites likely serve a better purpose in other hands to the benefit of our communities through our local economy and quality of life.

Recommended Actions:

Provide direction to staff as to which properties the Board desires to declare as surplus and direct staff to initiate the process to declare the properties as surplus.

Fiscal Impact:

Reduction of liability and costs. Revenue obtained through sale or lease. Revenue and costs unknown at the moment, but will be presented in future backup material for each site declared as surplus.

Attachments:

Attachment A- Old Greenville Jail Documentation/Map(s)

Attachment B- Property adjoining C. Roy Carmichael Elementary School Documentation/Map(s)

Attachment C- Old Probation Building, Public Comment of Plumas Charter School at PUSD Board Meeting (6/24)

Attachment D- Property near Hunt and Sons Propane Documentation/Map(s)

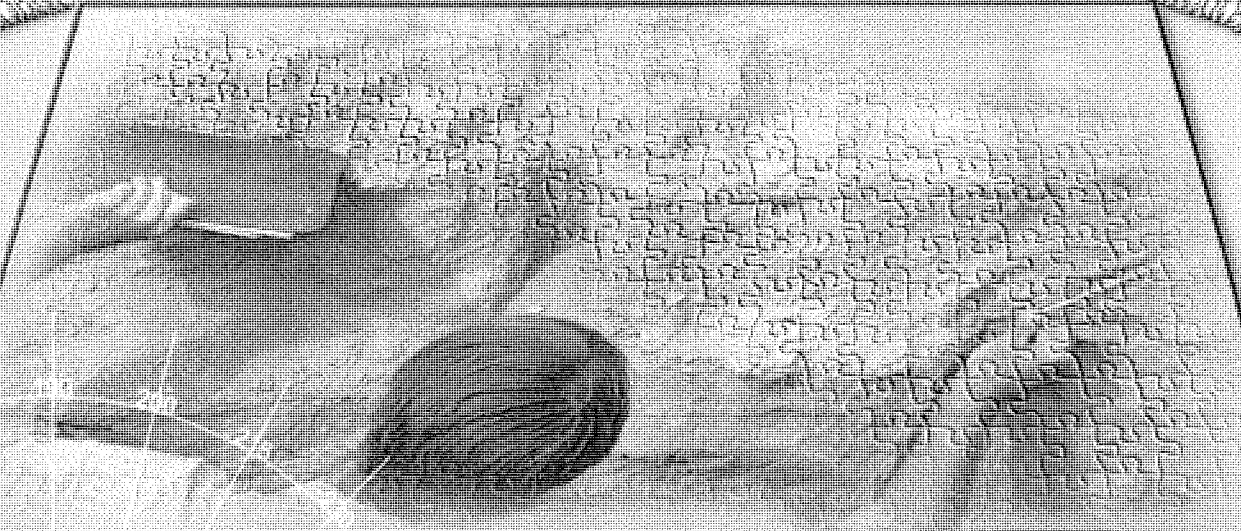
OLD CONCRETE JAIL- Downtown Greenville CA



OLD CONCRETE JAIL

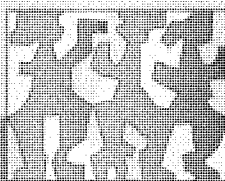
OLD WOODEN JAIL

Providing
Quality Cultural Resource Services
Since 1977



ASM

affiliates



Archaeology • History • Ethnography • Architectural History

Carlsbad, Kearny Mesa, Pasadena, Sacramento & Tehachapi, CA
Hilo & Honolulu, HI • Reno & Las Vegas, NV • Stanwood, WA



Providing Cultural Resources
Management Services Since 1977
CA GROUP - INTRODUCTION

ASM Affiliates' (ASM) California Group provides the development, planning, agency, energy, transportation, and environmental sectors with cultural resources management, compliance and facilitation services that reduce risk and keep projects on schedule. Our firm has been working with these sectors across the western United States for over four decades. ASM is a full-service cultural resources firm that works with our clients at all levels: from high-level CEQA / NEPA / NHPA compliance and risk-reduction strategy to on-the-ground archaeological and historic preservation fieldwork. We are a certified Small Business/Small Business Enterprise that, in addition to archaeological, anthropological, and historic preservation studies, provides clients with extra value from our nationally-recognized regulatory experts, many of whom exceed the *Secretary of the Interior's Professional Qualification Standards* for their respective positions. With offices across the western United States, including five in California, our staff has intimate knowledge of region-specific cultural resources; federal, state and local laws and regulations; and most importantly, decades-long relationships with local regulators and stakeholders. Because we only work with cultural resources, we maintain focus, know the details, and offer true experts to our clients. As such, we have everything the industry needs to reduce project risk, comply with legal requirements, keep schedules, and make projects successful!

With over 65 full-time staff members, our personnel are fully knowledgeable of compliance procedures, have established agency relationships and have successfully completed thousands of projects ranging from individual cultural resources investigations to multi-year projects. Our clients include agencies and private clients, many of whom have contracted us for all their cultural resources management needs.

ASM provides all the services that might be required for federal, state, local and tribal cultural resources management projects including:

- | | |
|---|--|
| ❖ Archaeology Services | ❖ Architectural History / History Services |
| ❖ EIR / EIS / EA Contributions | ❖ HABS / HAER / HALS Documentation |
| ❖ IS / MND Contributions | ❖ ASR / HPSR / HRER Documentation |
| ❖ Construction Monitoring | ❖ Historic Structure Reports |
| ❖ Eligibility Evaluations / Nominations | ❖ Historic Context Statements |
| ❖ Data Recovery | ❖ Historic Overviews and Research |
| ❖ GIS Mapping and Predictive Modeling | ❖ Historic Property Treatment Plans |
| ❖ Ground Penetrating Radar | ❖ Direct & Indirect Impact Assessments |
| ❖ Innovative Mitigation Programs | ❖ Programmatic Agreements |
| ❖ Rock Art Site Documentation | ❖ Resource Management Planning |
| ❖ Consultation Assistance | ❖ Worker Environment Awareness Training |
| ❖ Geoarchaeology | ❖ Litigation Support and Expert Witnesses |
| ❖ Drone mapping (sUAS) & 3D Modeling | ❖ Constraints-Feasibility Analyses |

Bureau of Land Management Blanket Purchase Agreement Archaeological Inventory for the Alturas, Surprise, and Eagle Lake Field Offices, northeastern California and northwestern Nevada CRM

ASM, under a Blanket Purchase Agreement, is currently providing cultural resources investigations to support sage steppe habitat restoration projects, range permit renewals, post wildland fire Emergency Stabilization/Restoration projects, renewables energy corridors and other miscellaneous projects in compliance with Section 106 of the NHPA. To date, ASM has conducted or is currently conducting five task orders totaling over 5,000 acres of survey area as well as site testing to identify and evaluate subsurface components at prehistoric sites. These projects have included archival research, intensive field surveys, tribal and SHPO consultation and coordination, and preparation of final reports.

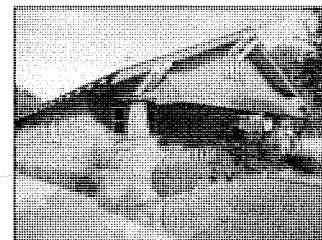


Extended Cultural Resources Technical Report for the National Aeronautics and Space Administration's (NASA's) Ames Research Center Housing Project, Santa Clara County, CA CRM

ASM was contracted to prepare a Cultural Resources Technical Report to evaluate whether a proposed housing project would affect any identified historic properties within the project APE in compliance with Section 106 of the NHPA and guided by the *SOI's Standards for the Treatment of Historic Properties*. The proposed undertaking is a long-term enhanced use lease between NASA and the tenant for development of approximately 46 acres of land. ASM conducted a comprehensive records search for the study area at the Northwest Information Center to obtain existing information on cultural resources at the property to develop an Archaeological Resources Study. An intensive-level survey was then conducted by ASM's archaeologists and architectural historians, where a total of 71 properties were surveyed. ASM assessed the condition and integrity of each and also considered the potential indirect effects to a Historic District and the proposed location for the Project was identified and photographed.

Hazard Mitigation Technical Assistance Program (HMTAP) for Federal Emergency Management Agency (FEMA)/California Earthquake Authority (CEA) Brace and Bolt Program Cultural Review, CA AH

ASM reviewed 500 plans for seismic retrofit of residential properties throughout California funded by federal grant money to the California Office of Emergency Services. Architectural plans, permits, and photographs were reviewed for conformance with Section 106 of the NHPA and the Programmatic Agreement between the Advisory Council on Historic Preservation (ACHP), the California SHPO, FEMA, and CEA. Most projects entailed bracing and reinforcing of walls and strengthening of foundations following standard plans established in various regions of the state. Team members attended in-person FEMA training for the project and reviews were provided in a FEMA-specific spreadsheet. This project was conducted through FEMA's Hazard Mitigation Grant Program.



Project Type Key

CRM – Multi-discipline ♦ ARCH – Archaeology ♦ AH – Architectural History

Historic Resources Evaluation Report for 440 Drake Circle, Sacramento County, California *AH*

ASM was contracted to provide a historic resource evaluation for a commercial building at 440 Drake Circle, in Sacramento County, California. The building was constructed in 1967 in a neo- French Normandy style in the Sierra Oaks neighborhood in unincorporated Sacramento County. The Sierra Oaks neighborhood was constructed during a peak period of development from 1929–1964 and was recommended as eligible for the NRHP under Criterion C for the historic theme of Architecture by ASM. The project proposed to renovate the building at 440 Drake Circle and was partially funded with federal funds by the Federal Deposit Insurance Corporation (FDIC), and as such, the project was completed in compliance with Section 106 of the NHPA. ASM evaluated the building for eligibility to the NRHP as an individual resource and also as a potential contributor to the larger Sierra Oaks neighborhood. After careful consideration and a review of the project plans for renovation, ASM recommended that the project was compatible with the potentially eligible Sierra Oaks Historic District and that the project would not result in any adverse direct or indirect visual effects on historic properties.

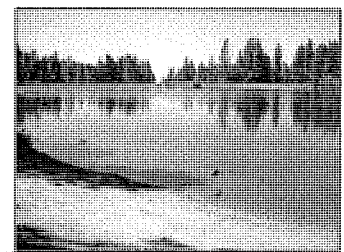


Historic Property Survey Report, Historic Resource Evaluation Report, and Archaeological Survey Report for the Academy Avenue Reconstruction Project, Fresno County, CA *CRM*

ASM was contracted by Caltrans to prepare an ASR, HPSR and HRER along Academy Avenue in the City of Sanger, CA. The ASR included an APE of approximately nine acres and the completion of a records search, background research, intensive pedestrian survey and preparation of a final report. The HPSR and HRER included the evaluation of 13 resources for their eligibility for listing in the NRHP and the CRHR. The report was conducted in compliance with CEQA and the NHPA. The project entailed the road widening and reconstruction of an approximately 1-mile section of Academy Avenue in Sanger to increase its width to around 40 feet (ft.) on both the north and southbound lanes. The APE was mostly contained to the existing right of way, but also included a few parcels where land will be acquired to accommodate the road widening and/or installation of curb ramps. The report was prepared following guidance in Caltrans SER, Volume 2 Cultural Resources, Exhibit 6.2: Historical Resources Evaluating Report Format and Content Guide.

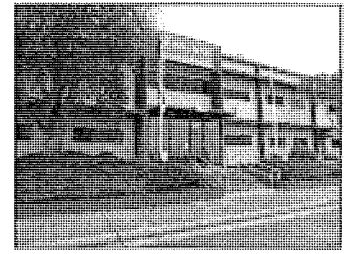
Cultural Resources Study and Archaeological Evaluations for the Forebay Dam Modification Project, El Dorado County, California *ARCH*

ASM, under an on-call contract to the El Dorado Irrigation District, completed a cultural resources study and Phase II archaeological evaluation for proposed improvements to the Forebay Dam and associated facilities to increase reliability of the drinking water system and minimize impacts to ratepayers through increased hydroelectric revenue. ASM staff completed an intensive pedestrian survey and resource eligibility evaluations for the NRHP and the CRHR, in compliance with the NHPA and CEQA. The investigation provided the necessary data to determine the integrity of the site and to assess whether the site had the potential to provide information about work camps in California during the early twentieth century. A final report was prepared detailing the historical context of the work camp, field methods used, and the results of the study.



Cultural Resources Technical Report for the Rolls-Royce Corporation Main Facility and Test Cell Facility, Alameda County, California CRM

ASM prepared a Cultural Resources Technical Report (CRTR) for the Rolls Royce Corporation of their Main Facility and Test Cell Facilities in Oakland, California in support of CEQA and Section 106 of the NHPA prior to redevelopment of the facilities. This study supported the completion of an Initial Study/Mitigated Negative Declaration evaluating the potential impacts of the proposed project. A total of five buildings were evaluated under the themes of Commercial Development and Aviation, as well as Architecture and Engineering. ASM completed background research at local repositories, conducted a records search at the Northwest Information Center, completed an intensive-level survey of the project area, including photographs, and prepared the final CRTR which included a summary of the study and mitigation recommendations.

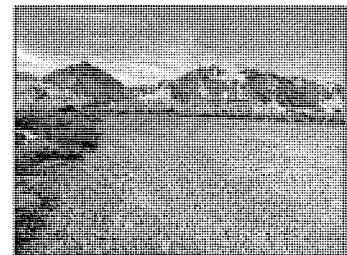


Cultural Resources Services for the Walker Creek Road and Carrol Creek Bridge Replacements and Road Realignment, Inyo County, California CRM

The County of Inyo Department of Public Works, in conjunction with the Caltrans, contracted ASM to conduct cultural resource studies in advance of proposed replacements of Carrol Creek and Walker Creek Bridges and realignment of Carrol Creek Road and Walker Creek Road. An extended Phase I investigation was completed for the Carrol Creek Bridge project and an intensive Phase I Archaeological Inventory and extended Phase I investigation were completed for the Walker Creek Bridge project. These projects resulted in the identification of seven archaeological resources, of which two were newly identified archaeological sites, three were newly recorded road segments, and two were updates to previously recorded archaeological sites, including two segments of the Los Angeles Aqueduct. Though these projects were separate undertakings, the proximity of the projects allowed ASM to complete several aspects of the projects concurrently, reducing the overall field schedule and streamlining the reporting process.

Cultural Resources Consulting Services and an Archaeological Survey Report for Airport Road Rehabilitation Project, Mono County, California ARCH

ASM was contracted by Mono County to conduct an ASR for a road rehabilitation project near the Mammoth Yosemite Airport for compliance with Section 106 of the NHPA in order to obtain a Categorical Exclusion under NEPA. The proposed project included the rehabilitation of failing asphalt concrete, feasibility analysis, and repair and replacement of existing metal culverts in order to maintain existing roadside drainage. In order to begin proposed services ASM obtained an Archaeological Resources Protection Act permit from the U.S. Forest Service, Inyo National Forest. ASM then completed research and review of records from the Eastern Information Center and U.S. Forest Service, conducted Native American consultation, with Caltrans approval, completed an intensive pedestrian survey, and prepared a final ASR presenting the results of the cultural resources identification efforts for the Project. ASM also successfully coordinated with Mono County Public Works staff and Caltrans District 9 Professional Qualified Staff (PQS).



Inyo County Public Works Roads Flood Damage Cultural Resources Inventory Project, Inyo County, California *ARCH*

ASM, under an on-call contract, was contracted to complete the cultural resources portions of Preliminary Environmental Studies prepared for the Inyo County Public Works Department. The project was completed for compliance with Caltrans' NEPA documentation requirements. The initial phase of the project included a records search of eight road segments, including Native American Heritage Commission outreach and tribal follow-up. Given the extensive geographic footprint of the APE, ASM obtained permits from the BLM, NPS, U.S. Forest Service, Los Angeles Department of Water and Power (LADWP), and the California State Lands Commission (CLSC) in order to complete the required fieldwork. Phase two of the project included intensive Class III cultural resource inventories for all roadways. Each site identified was recorded on DPR site record forms to BLM standards and submitted as part of the final report. The report included information on the evaluation of all resources for NRHP eligibility.

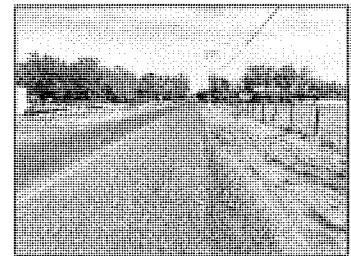


Supplemental Cultural Resources Inventory and Finding of Effect for the Transition Cluster-Network Upgrades for Pacific Gas & Electric, Contra Costa County, California *ARCH*

PG&E proposed the Transition Cluster-Network Upgrades project to replace approximately 39.5 circuit miles of overhead conductors on the Contra Costa Power Plant-Delta Switching Yard with higher-capacity conductors. In support of this reconductoring work, ASM conducted and updated a cultural resource inventory of both transmission lines to complete project compliance requirements under Section 106 of the NHPA and CEQA. As a result of this inventory, ASM determined that a portion of the project would be constructed through the historic Heiser farm site. As the property was unevaluated for its eligibility to the NRHP or CRHR, ASM recommended plans to construct a new access route to facilitate a "no historic properties adversely affected" status and render further archaeological investigation of the site unnecessary. ASM also provided guidelines for unanticipated buried cultural deposits or human remains, should they be encountered as the project continued.

Phase I Survey/Class III Inventory for the Armona Community Services District Water Meter Project, Kings County, CA *CRM*

ASM conducted a Phase I/Class III Inventory for the Armona Community Services District (ACSD) water meter project. This project was one component of a process of upgrading the Armona water system in order to meet current health and safety standards and involved the relocation of 20 and adjustment of 225 water meters at service addresses within the community, as well as the placement of a communications antenna on the existing ACSD water tower. The project APE was defined by the State Water Resources Control Board, Environmental Review Unit and consisted of the limits of ground surface disturbance for construction and staging and work areas. ASM completed a records search of site files and maps at the Southern San Joaquin Valley Information Center and a Native American Heritage Commission Sacred Lands File request. An on-foot, intensive inventory of the APE was then completed in order to identify and record previously undiscovered cultural resources and to examine known sites. A preliminary assessment of such resources was then completed including a 1920's-era water tower. This project was completed in compliance with CEQA and Section 106 of the NHPA.





Providing Cultural Resources
Management Services Since 1977
CA GROUP – CLIENTS AND OFFICES

ASM works closely with our clients, as well as government and tribal agencies when appropriate, to minimize the impacts to cultural resources within project and budgetary constraints. This can include assistance with project design modifications, recommendations on the avoidance of potentially significant resources, providing archaeological monitoring, and mitigating adverse effects to cultural resources through avoidance or data recovery. If issues are identified while completing the required studies, ASM will work with the stakeholders and the assigned project team to resolve them so that schedules and the quality of work are not affected.

SELECTED CLIENT LIST

AGENCIES

- ❖ U.S. Department of Agriculture
- ❖ U.S. Department of Defense
- ❖ U.S. Department of Interior
- ❖ Caltrans
- ❖ California Energy Commission
- ❖ California State Parks
- ❖ County of Inyo
- ❖ County of Kern
- ❖ County of Los Angeles
- ❖ County of Mono
- ❖ County of Riverside
- ❖ County of San Diego
- ❖ El Dorado Irrigation District
- ❖ Pacific Gas & Electric
- ❖ Port of Oakland
- ❖ San Diego Gas & Electric
- ❖ Southern California Edison
- ❖ Southern California Gas Company

PRIVATE

- ❖ Ascent Environmental
- ❖ Aspen Environmental Group
- ❖ Burns & McDonnell
- ❖ BRG Consulting
- ❖ CH2M Hill
- ❖ ESA
- ❖ Harris & Associates
- ❖ Helix Environmental
- ❖ Impact Sciences
- ❖ Insignia Environmental
- ❖ Kimley-Horn & Associates
- ❖ Michael Baker Intl.
- ❖ Panorama Environmental
- ❖ Placeworks
- ❖ Potomac-Hudson Engineering
- ❖ Quad Knopf
- ❖ Ramboll Environ
- ❖ Stantec

OFFICE LOCATIONS

- | | |
|-------------------|-----------------|
| ❖ Carlsbad, CA | ❖ Hilo, HI |
| ❖ Kearny Mesa, CA | ❖ Honolulu, HI |
| ❖ Pasadena, CA | ❖ Las Vegas, NV |
| ❖ Sacramento, CA | ❖ Reno, NV |
| ❖ Tehachapi, CA | ❖ Stanwood, WA |

All of ASM's senior staff are qualified under the *Secretary of the Interior's Professional Qualifications Standards* for their respective fields, including Archaeology, History and Architectural History. Our Principal Investigators and Directors have decades of professional and educational experience in cultural resources management and will utilize our extensive pool of field personnel for projects throughout the western and Pacific U.S. Our staffing capabilities allows us to conduct multiple large projects simultaneously while maintaining delivery of high-quality products. Additionally, many of our staff members have cross-disciplinary training, are experts in the use of GIS, and are committed to providing the highest quality services under any scope of work.

Chief Executive Officer

Robert Rechtman, Ph.D.

Principal Investigators/Directors

- | | |
|-----------------------------|-----------------------------------|
| ❖ David Whitley, Ph.D., RPA | ❖ Shannon Davis, M.A., RPH |
| ❖ Mark Becker, Ph.D., RPA | ❖ Sherri Andrews, J.D., M.A., RPA |
| ❖ Diane Winslow, M.A., RPA | ❖ Brian Williams, M.A., RPA |
| ❖ Sarah Branch, M.A., RPA | ❖ Ted Bibby, Ph.D. |
| ❖ Dave Iversen, M.A., RPA | ❖ Russell Kaldenberg, M.A., RPA |

Archaeologists

- | | |
|------------------------------|-------------------------------|
| ❖ James Daniels, M.A., RPA | ❖ Steve Harvey, M.A., RPA |
| ❖ Deanna Keegan, M.A., RPA | ❖ Montana Long, M.S., RPA |
| ❖ Jennifer Roland, M.A., RPA | ❖ Don Laylander, M.A., RPA |
| ❖ Peter Carey, M.A., RPA | ❖ Lindsay Daub, M.A., RPA |
| ❖ Holly Drake, M.A., RPA | ❖ Whitney Osiensky, M.A., RPA |
| ❖ Daniel Calvani | ❖ Larry Tift |
| ❖ Robert Azpitarte | ❖ Michelle Dalope |

Architectural Historians/Historians

- | | |
|-------------------------------------|---------------------------|
| ❖ Shannon Davis, M.A., RPH | ❖ Marilyn Novell, M.S. |
| ❖ Sarah Stringer-Bowsher, M.A., RPH | ❖ Laura Taylor Kung, M.A. |
| ❖ Laura Voisin George, M.A. | |

GIS/ Geospatial

- | | |
|--------------------|---------------------------|
| ❖ Nick Doose, M.A. | ❖ Montana Long, M.S., RPA |
| ❖ Erica Esquer | |



February 10, 2020

Chuck Leonhardt
County Assessor
County of Plumas
1 Crescent Street
Quincy, California 95971

Re: Historic Resource Review for Greenville Jail, Greenville, Plumas County, California

Dear Mr. Leonhardt:

ASM Affiliates, Inc. (ASM) is pleased to present this proposal to prepare a Historic Resource Review memo (memo) for Assessor's Parcel Number (APN) 110-110-017 732 in Greenville, Plumas County, California. We understand that you would like us to document the history of the parcel as far back as the date of construction of the former jail located on the property. This proposal includes a short description of the scope of services to be provided, a cost estimate, and the schedule within which the project will be completed. All services will be provided on a fixed-fee basis. This proposal shall remain valid for 30 days from today's date.

Scope of Work

ASM will begin the project by obtaining a ¼ mile records search of the parcel from the Northeast Information Center (NEIC) to determine if property has previously been documented or evaluated. We will then conduct a site visit to the property, photograph the exterior and interior (if accessible), and take detailed field notes. ASM will establish the chain of ownership and confirm the building's date of construction and the general history of the property through tax records, building permits (if available), Assessor's Building Records (if extant), and other sources such as newspaper searches. ASM will conduct research at local repositories, such as the Plumas County Museum, and through on-line sources. ASM will then prepare a memo detailing the history of the parcel, up to the date of the construction, or relocation of the jail/building to this parcel. The research will be conducted in conformance with guidance on conducting historic building assessments, specifically the California Office of Historic Preservation's *Instructions for Recording Historical Resources* and the National Register of Historic Places Bulletin *Researching a Historic Property*. ASM will not evaluate the building under any state or local regulations or designation criteria.

ASM will submit two iterations (draft and final) of the memo to allow for response to comments from the County. It is assumed that those comments will be editorial in nature and will not require additional research, site visits, or meetings. The evaluation will be prepared by ASM's architectural historians and historians who meet the *Secretary of the Interior's Professional Qualification Standards*.

Schedule

ASM will complete the required scope of services and submit a draft letter report of our findings approximately four to six weeks from receipt of signed contract (exact schedule will be determined based on workload at time of receipt of contract. Revisions to the draft will be submitted within two weeks of receipt of comments.

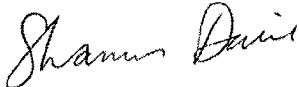
Cost Estimate

The cost to complete the full scope of services described above is \$4,770.00. This estimate includes charges for the site visit, site-specific research, and the preparation of the memo. This estimate is based upon the following assumptions:

- Not more than one site visit will be required;
- The records search will not exceed \$700;
- There is one building located on the parcel;
- No archaeological survey is required;
- No evaluation of the property for eligibility to any register nor as a historical resource per the definition of the California Environmental Quality Act is required;
- The site visit and archival research will not exceed 24 hours;
- Deliverables are limited to a draft and final memo provided electronically only; and,
- If City comments require additional research, site visits, or meetings/conference calls, ASM will request a contract augment.

If you have any questions regarding the information included in our proposal, please do not hesitate to contact me.

Respectfully submitted,



Shannon Davis, M.A., RPH
Director, Architectural History
1919 21st St Ste 202
Sacramento, California 95811
sdavis@asmaffiliates.com

Re: Historic Resource Review for Greenville Jail, Greenville, Plumas County, California

NTE Cost: \$4,770.00

Accepted by:

Signature

Print Name

Title

Date

Company Name

Billing Address

Phone Number

Email Address

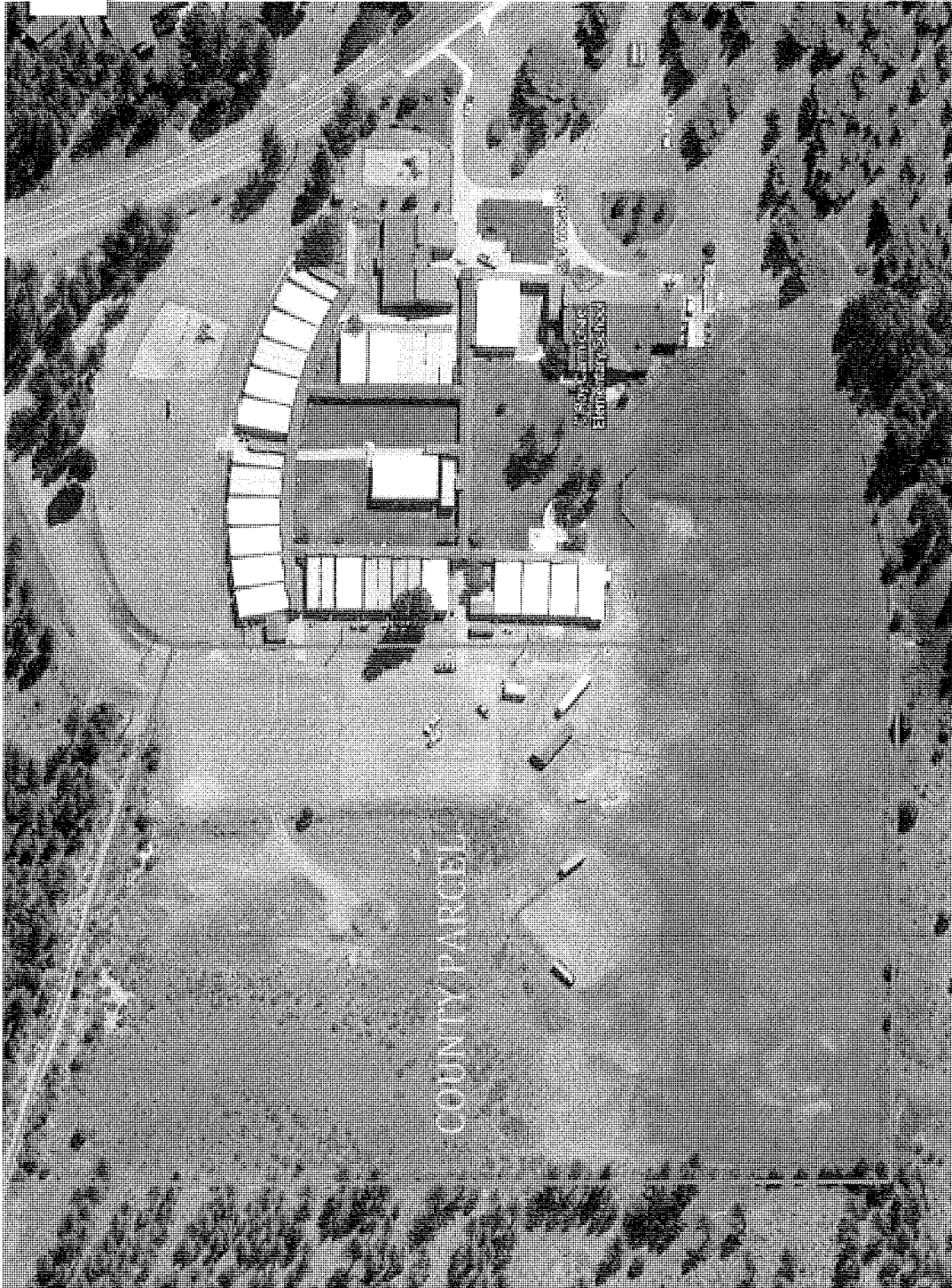
☐ I prefer to receive invoices via email

General Terms

1. Labor rates are effective from January 1, 2020 through December 31, 2020.
2. Travel, records searches, reproduction, blueprinting, telephone, supplies, fees, and other non-labor direct costs are billed at cost. Per diem charges are based on reasonable and actual costs. Mileage will be charged at standard Internal Revenue Service rate. Rental of off-road vehicles will be billed at \$40 per day plus \$0.60 per mile. Sub-consultants are billed at cost plus 5% for administrative and management oversight.
3. Billing invoices will be prepared monthly and will contain charges of the previously ended month and prior for work in progress unless otherwise agreed. Invoices are to be paid to ASM Affiliates, Inc., 2034 Corte del Nogal, Carlsbad, California 92011, within 90 days after invoice date. Any invoices not paid in 90 days are subject to a service charge of 1.5% per month on the unpaid balance.
4. Invoice must be accepted or rejected by CLIENT within 10 days of its receipt and communicated to ASM's Accounting Department (Accounts Receivable: accountsreceivable@asmaffiliates.com) in writing (email, letter, etc.). CLIENT will then issue a payment to ASM within 10 days of receipt of payment from the PRIMARY CLIENT or within 120 days from the date of the accepted invoice, whichever is sooner.
5. Payment of ASM Affiliates' invoices for services performed will not be contingent upon the client's receipt of payment from other parties. Client agrees to pay legal costs, including attorney's fees, incurred by ASM Affiliates in collecting any amounts past due and owing to client's account.

ASM AFFILIATES, INC.
STANDARD BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager III	\$150.00
Project Manager II	\$138.00
Project Manager I	\$132.00
Senior Archacologist III	\$120.00
Senior Archaeologist II	\$115.00
Senior Archaeologist I	\$105.00
Senior Historian II	\$106.00
Senior Historian I	\$95.00
Architectural Historian III	\$105.00
Architectural Historian II	\$100.00
Architectural Historian I	\$85.00
Associate Architectural Historian	\$75.00
Associate Archaeologist III	\$95.00
Associate Archaeologist II	\$85.00
Associate Archaeologist I	\$80.00
Assistant Archaeologist III	\$78.00
Assistant Archaeologist II	\$75.00
Assistant Archaeologist I	\$72.00
Archaeological Crew III	\$70.00
Archaeological Crew II	\$65.00
Archaeological Crew I	\$57.00
GIS Administrator II	\$110.00
GIS Administrator I	\$90.00
Graphics Supervisor	\$81.00
Word Processor II	\$73.00
Word Processor I	\$54.00
Accountant	\$90.00
Admin Associate II	\$73.00
Admin Associate I	\$56.00
Records/Title Search	At Cost
Artifact Curation	At Cost
GPR Rental	\$500/day



8555 Walnut St
Pacifica, CA 94022
33° 22' N, 122° 48' W

70'



100%

Camera: 631° S, 19° 40' 27" N, 122° 48' 00" W, 4205.0

LEASE AGREEMENT

BETWEEN THE PLUMAS UNIFIED SCHOOL DISTRICT
AND
PLUMAS COUNTY

THIS LEASE, entered into on October 1, 1985, by and between the PLUMAS UNIFIED SCHOOL DISTRICT, County of Plumas, State of California, hereinafter referred to as LESSOR, and PLUMAS COUNTY, hereinafter referred to as LESSEE:

W I T N E S S E T H:

WHEREAS Lessor is the owner of certain real property and of certain personal property located thereon, hereinafter described, that is not presently needed for school classroom purposes, and Lessor desires to lease such real property; and

WHEREAS Lessee desires to construct, and make available to the public, park and educational facilities on said property; and

WHEREAS such use would be beneficial to the citizens of the County of Plumas, and the Plumas Unified School District;

NOW, THEREFORE, in consideration of the covenants herein contained the parties mutually agree as follows:

1. Lessor leases to Lessee the real property situated in the County of Plumas, State of California, more particularly described as that property in the attachment Exhibit "A" which is incorporated herein by reference.
2. Lessee shall use said property only for public park and park-related purposes.
3. The Lessor shall have the use of the facility during regular daytime school hours or at other scheduled school-related activities at no cost.

4. The term of this lease is twenty-six (26) years with the option to extend upon mutual agreement of both parties, commencing on October 1, 1985, and ending on September 30, 2011, inclusive. In the event a grant is secured for construction, the lease shall be extended to include the period of time required by the granting agency. On termination of lease all facilities revert to Plumas Unified School District unless otherwise mutually agreed upon.
5. Lessee shall pay to Lessor the sum of ONE DOLLAR (\$1.00) rental fee for the term of this lease.
6. This lease is conditioned upon Lessee constructing, at Lessee's expense field facilities on the real property herein described, and consent is hereby given to Lessor for said construction.
7. This lease shall not be revocable or terminable at will during its term and may only be revoked or terminated for failure to keep and perform any of the terms, covenants and conditions of this lease.
8. No structures shall be erected on the real property herein described without the consent of Lessor.
9. Maintenance of said facility shall be provided by the Lessor upon satisfactory completion of the facility or portions thereof in the event a grant is unavailable.
10. Lessee shall have the option to set fees for community use of the grounds and facilities.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first herein written.

PLUMAS UNIFIED SCHOOL DISTRICT

PLUMAS COUNTY

By: Donna P. Leos
President, Governing Board

By: Bill Coates
Chairman, Board of Supervisors

AGREEMENT FOR CONSTRUCTION
AND
MAINTENANCE OF RECREATIONAL FACILITIES
PORTOLA SCHOOL FIELD FACILITY

AGREEMENT made this 1st day of October, 1985, between PLUMAS COUNTY, a political subdivision of the State of California, and the PLUMAS UNIFIED SCHOOL DISTRICT, of the County of Plumas, State of California, hereinafter referred to as PUSD:

W I T N E S S E T H:

WHEREAS PUSD is the owner of certain real property situated in the County of Plumas, State of California, more particularly described as that property marked "Lease" on the attached Exhibit "A" which is incorporated herein by reference; and

WHEREAS said property can be efficiently used for educational facilities and community recreation purposes; and

WHEREAS, Plumas County desires to lease said facilities to construct, and make available to the public, park and educational facilities on said property; and

WHEREAS Plumas County desires to supervise the construction of said facilities; and

WHEREAS maintenance, insurance coverage, and utilities costs of said facilities will be provided by the PUSD; and

WHEREAS such use of said property would be beneficial to PUSD and to the Citizens of the County of Plumas;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE as follows:

1. Plumas County and PUSD shall enter into a Lease Agreement as specified in Exhibit "B".

2. Plumas County shall apply for Park and Recreation Grant Funds for construction of field facility.
3. PUSD shall maintain said facility to include upkeep, utility costs, normal repairs and replacement of any parts PUSD and the aforementioned Plumas County mutually concludes is in need of replacement.

PLUMAS COUNTY

By: Bill Coates Date: 12-4-85
Chairman, Board of Supervisors

PLUMAS UNIFIED SCHOOL DISTRICT

By: Donna A. Foos Date: 10/3/85
President, Governing Board

**MAINTENANCE/USE/LEASE AGREEMENT
BETWEEN THE COUNTY OF PLUMAS
AND THE PLUMAS UNIFIED SCHOOL DISTRICT**

This agreement made this 9th day of April, 1991, by and between the County of Plumas, a political subdivision of the State of California, hereinafter referred to as "County"; and the Plumas Unified School District, hereinafter referred to as "District."

County has constructed a park containing several sports fields, and a parking area, generally located in the vicinity of the C. Roy Carmichael School, outside the boundaries of the City of Portola.

One of these fields, known as the Little League Field, is located on school property and that property has been leased to the County to allow them to construct the facility (See "Parcel A" on attached map). Another parcel, located on the county lands where a Softball Field has been constructed, is herewith leased to the District, in order that the District may assume the maintenance of this facility (see "Parcel B" on the attached map). The county also leases to the District for its educational purposes, the paved parking area identified as "Parcel C" on the attached map; however, there is no requirement on the part of the District to repair such parking area under the terms of this maintenance agreement.

EXCLUSIONS: The restroom facility is not to be leased or maintained by the District; nor is it to be used by school children during the school day.

District owns and operates the C. Roy Carmichael School and is willing to operate the irrigation/sprinkler system.

In consideration of the mutual promises of the parties and other valuable consideration, the parties hereto agree as follows:

County has installed the irrigation system and tested such system in the presence of the District's Maintenance Supervisor to determine its suitability and sprinkler coverage prior to installing sod and prior to turning it over to the District.

County and District agree to assist the City of Portola in curtailing the watering in the event of water shortage.


The parties agree to review the watering schedule on an annual basis if either party requests a review.


* The District agrees to pay expenses of maintenance of Parcel A and B and to use facilities for educational purposes.

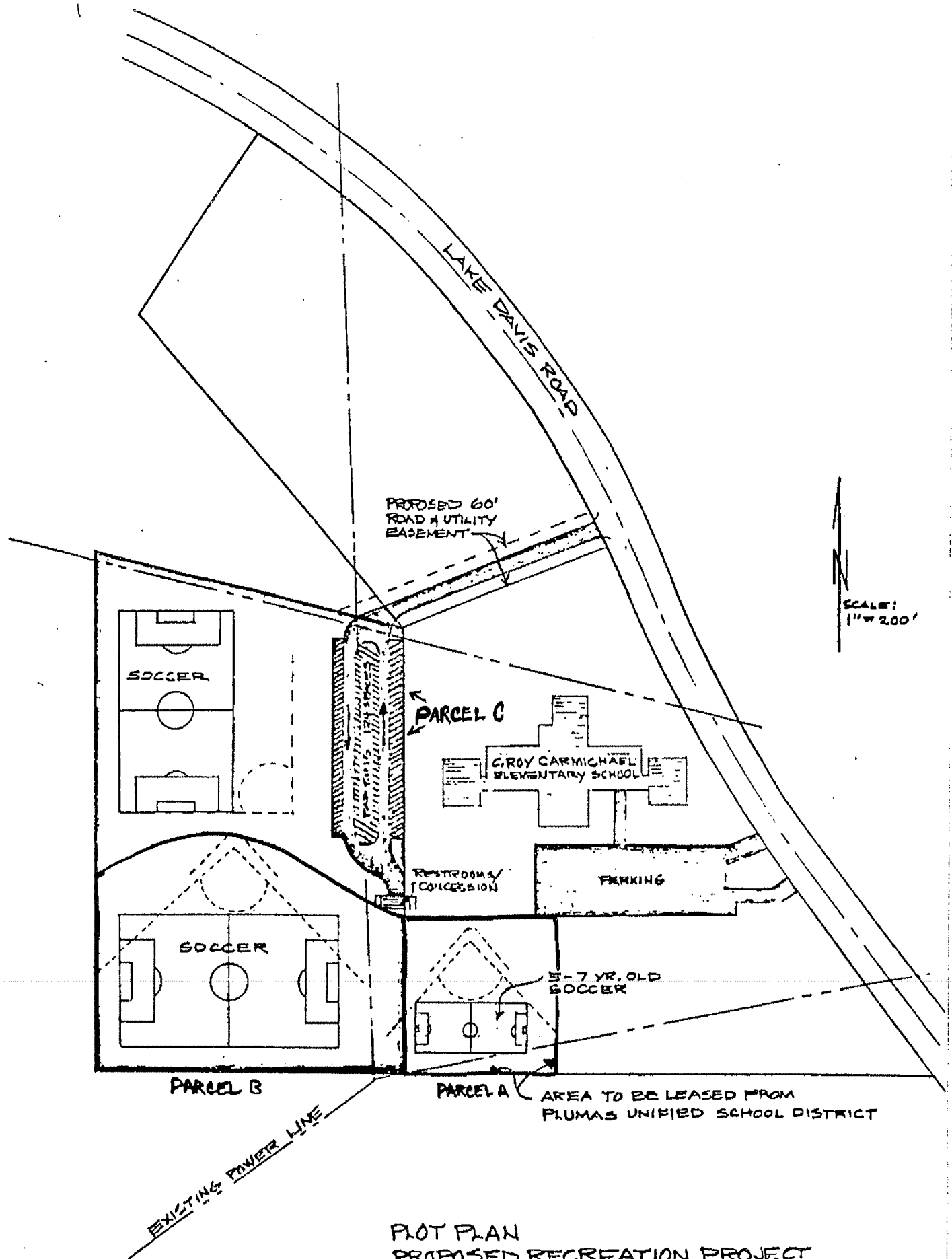
The County has the right to use facilities listed herein during after-school hours for recreation purposes. Cost of repairs to the parking area, "Parcel C", will be borne by the County.

In the event that the City of Portola is not able to supply adequate water, the District has a right to be relieved from its responsibilities under this agreement upon 30 days written notice.

The term of this agreement is for 26 years, from the period October 1, 1985 through September 30, 2011, in accordance with the 1985 Agreement between the District and County for Construction and Maintenance of Recreational Facilities, Portola School Field Facility.

Date: Aug 5, 1991, 1991 
PLUMAS UNIFIED SCHOOL DISTRICT
Authorized Signature

Date: Aug 19,, 1991 
COUNTY OF PLUMAS
Authorized Signature



PLOT PLAN
 PROPOSED RECREATION PROJECT
 LAKE DAVIS ROAD
 FORTOLA, CALIFORNIA

Gaby

This agreement made this 5th day of November, 1990, by and between the County of Plumas, a political subdivision of the State of California, hereinafter referred to as "County"; and, Plumas Unified School District, hereinafter referred to as "District"; and, the City of Portola, hereinafter referred to as "City".

County is in the process of constructing a park containing several sport fields, generally located in the vicinity of the Carmichael School, outside the boundaries of the City. County desires to obtain water from the City's water system to irrigate the sports fields.

All provisions and/or conditions which address lease arrangements between the County and the District strictly apply to those two entities and are separate and distinct from the agreements for water to be supplied by the City.

EXCLUSIONS: The restroom facility is not to be leased or maintained by the District; nor is to be used by school children during the school day.

District owns and operates the Carmichael School and is willing to operate the irrigation/sprinkler system.

City is willing to supply the water, subject to certain conditions. District will pay for water at the rate of \$.50 per 1,000 gallons. City shall bill the District on a monthly basis. Said bill shall be payable within thirty (30) days from receipt. District will provide custodial and maintenance services to repair sprinkler system, cut the grass, clear the grounds, etc. to a standard determined by the District.

In consideration of the mutual promises of the parties

and other valuable consideration, the parties hereto agree as follows:

City agrees to supply water for irrigation to the Little League Field, approximately 1.5 acres in size, and the Softball Field, consisting of about 3.2 acres.

County shall install the irrigation system and test such system in the presence of the District's Maintenance Supervisor to determine its suitability and sprinkler coverage prior to installing sod and prior to turning it over to the District.

After testing the system the District shall control, operate and maintain the irrigation/sprinkler system.

The County and District agree that the total water consumption shall not exceed 125,000 gallons per week for both areas, i.e. approximately 40,000 gallons per week for the Little League Field and approximately 85,000 gallons per week for the Softball Field.

County and District agree to assist the City in curtailing the watering in the event of water shortage. The City Administrator shall be the sole judge to determine the shortage.

The parties agree to review the watering schedule on an annual basis, to include a review of the charges per thousand gallons.

The water consumption shall be monitored through the utilization of a permanently installed water meter which shall be maintained, repaired and from time to time calibrated at the cost of the District.

City crews shall have the right to read the water meter any time such reading is deemed necessary.

In the event that any of the parties fails to fulfill its obligations under this agreement the parties have the right to terminate this agreement subject to 30 days written notice.

Date: _____, 1990

PLUMAS UNIFIED SCHOOL DISTRICT
Authorized Signature

Date: 11/6, 1990


CITY OF PORTOLA
Authorized Signature

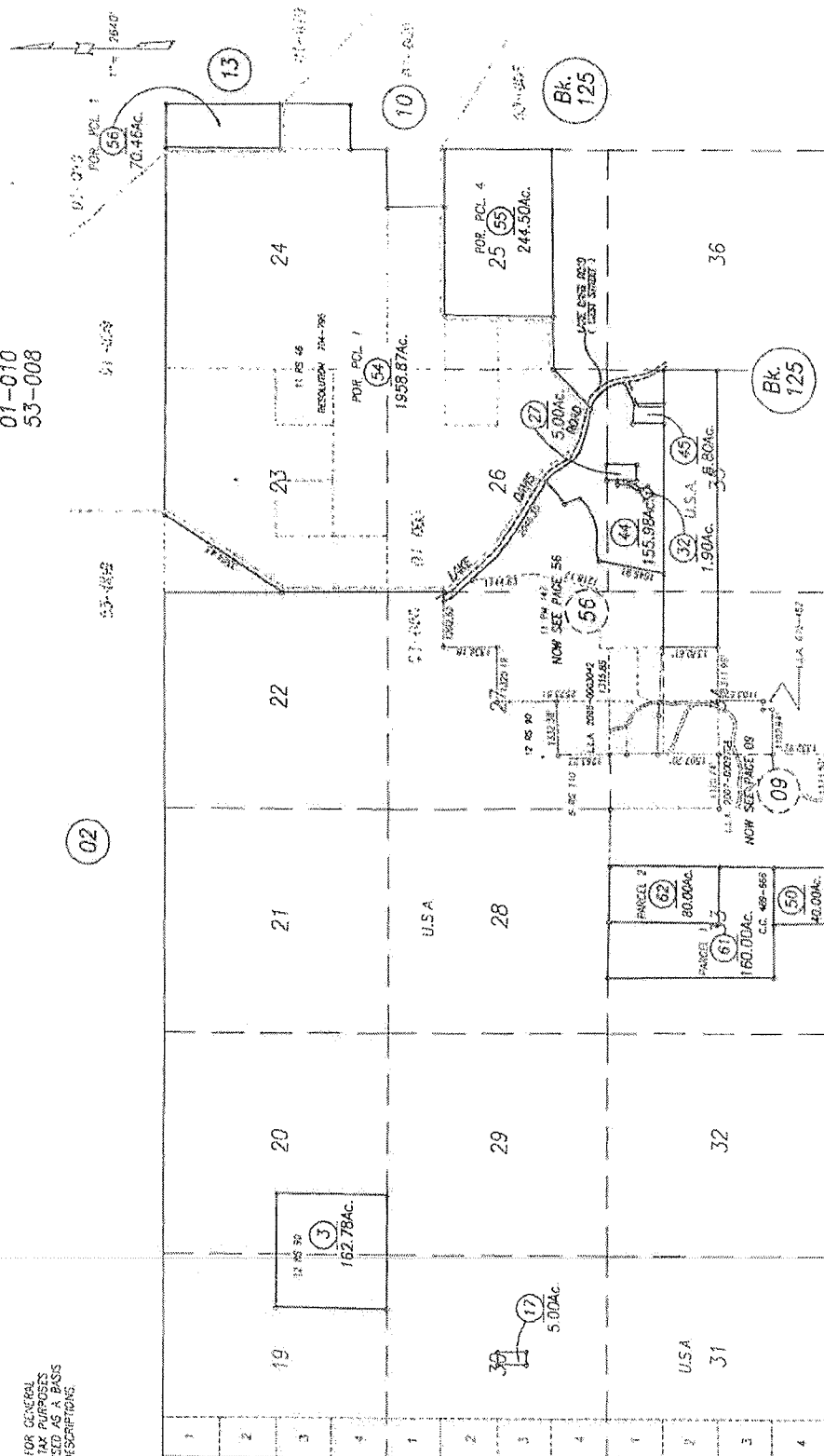
Date: _____, 1990

COUNTY OF PLUMAS
Authorized Signature

25-05

Tax Rate Area
01-009
01-010
53-008

ASSESSOR'S PLATS ARE FOR GENERAL
PROPERTY LOCATION AND TAX PURPOSES
ONLY. THEY MAY NOT BE USED AS A BASIS
FOR LEGAL PROPERTY DESCRIPTIONS.



ASSESSOR: MRP: LGEND

1. DATE _____

2. NAME _____

3. ADDRESS _____

4. CITY _____

5. STATE _____

6. ZIP _____

7. TELEPHONE _____

8. TELETYPE _____

9. TELEFAX _____

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231. DATE _____

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234. CITY _____

235. STATE _____

236. ZIP _____

237. TELEPHONE _____

238. TELETYPE

NOTE: Assessors' Percentages Shown in Circles

Assessor's Map Bk.25, Pg.05
County of Plumas, Calif.

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All Rights Reserved

RECORDING REQUESTED BY

2884

368

AND WHEN RECORDED MAIL TO

Name Plumas County Engineering Dept.
Street P.O. Box 179
Address Quincy, Ca. 95971

City & State

MAIL TAX STATEMENTS TO

Name
Street Same As Above
Address
City & State

RECORDED AT REQUEST OF
Engineering Dept.

OCT 2 1986

AT 20 MIN. PAST 11

VOL 448 PAGE 368

OFFICIAL RECORDS

PLUMAS CO., CA. RECORDS

ILA DIGGS, RECORDER

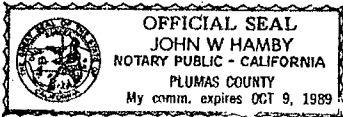
FEE No Fee

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NN00582
TO 1923 CA (2-83)

Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

ALL PTN.	The undersigned grantor(s) declare(s): Documentary transfer tax is \$ <u>0</u> () computed on full value of property conveyed, or () computed on full value less value of liens and encumbrances remaining at time of sale. () Unincorporated area: () City of _____, and
	FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FIDEL R. BORBON and LYNELL L. BORBON, Husband and Wife
	hereby GRANT(S) to COUNTY OF PLUMAS, a political subdivision
	the following described real property in the unincorporated area County of Plumas, State of California:
	Beginning at the southwest corner of that certain parcel of land described as Parcel 2 in Volume 345 of Official Records, at Page 9, in the Plumas County Recorder's Office, thence along the West line of said parcel, North 01 degrees 11' 27" West 712.95 feet, more or less to the northwest corner of said Parcel; thence North 77 degrees 58' 12" West 513.50 feet; thence South 01 degrees 11' 27" East 820 feet; thence East 500.00 feet to the point of beginning.
25-050-43, portion	
Dated: January 10, 1986	<u>Fidel R. Borbon</u> FIDEL R. BORBON
STATE OF CALIFORNIA COUNTY OF <u>Plumas</u> } ss. On <u>Jan 14, 1986</u> before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Fidel R. Borbon and</u> <u>lynell M. Borbon</u> personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.	<u>lynell M. Borbon</u> LYNELL M. BORBON
Signature <u>John W. Hamby</u>	
(This area for official notarial seal)	
Title Order No. _____	Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RESOLUTION No. 86 - 3988

Accepting Deed of Real Property from
Fidel R. Borbon and Lynell L. Borbon.

BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this board accepts the interest in real property granted by an Individual Grant Deed dated January 10, 1986 from FIDEL R. BORBON and LYNELL L. BORBON, Husband and Wife, to the County of Plumas, a political subdivision of the State of California, and consents to recordation thereof.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board held on the 18th day of March, 1986, by the following vote:

AYES: Supervisors: Schramel, Coates, Gossett, Ross and Glines
NOES: Supervisors: None
ABSENT: Supervisors: None

s/Albert O. Glines
Chairman, Board of Supervisors

ATTEST:

s/Ila Diggs
County Clerk and ex-officio Clerk
of said Board of Supervisors

I CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF 86-3988
ADOPTED BY THE BOARD OF SUPERVISORS
OF PLUMAS COUNTY, CALIFORNIA, ON
March 18, 1986
ATTEST May 12, 1986
ILA DIGGS, COUNTY CLERK
EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
Deputy

ACE

4 RETURN TO:

Plumas County Engineering Dept.
P.O. Box 179
Quincy, Ca. 95971

2888

376

RECORDED AT REQUEST OF
Engineering Dept.
OCT 2 1986
AT 24 MIN. PAST 11
VOL 448 PAGE 376
OFFICIAL RECORDS
PLUMAS CO., CA. RECORDS
ILA DIGGS, RECORDER
FEE NO FEE

ROADWAY AND UTILITY EASEMENT

For a valuable consideration, the receipt of which is hereby acknowledged, FIDEL R. BORBON and LYNELL L. BORBON do hereby grant to the County of Plumas, a political subdivision of the State of California, an easement for road and utility purposes over and across the real property described as follows:

A portion of the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 35, Township 23 North, Range 13 East, M.D.B. & M., more particularly described as follows:

A 60 foot wide strip of land lying north of and parallel to the northerly boundary of Parcel 2 as said parcel is described in that certain deed recorded in Volume 345 at Page 9 in the Plumas County Recorder's Office. Said strip of land extending westerly to its intersection with the northerly boundary of that certain parcel described in Volume 448 at Page 368 in the Plumas County Recorder's Office.

Dated Jan 14, 1986

Fidel R. Borbon
FIDEL R. BORBON

Lynell M. Borbon
LYNELL M. BORBON

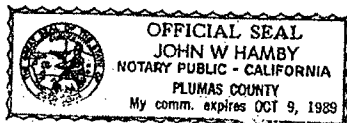
State of California

County of Plumas

On Jan 14, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Fidel R. Borbon and Lynell M. Borbon, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

John W. Hamby



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property owned
by the deed or grant dated January 14, 1986
from Fidel R. Borbon and Lynell L. Borbon

to the COUNTY OF PLUMAS, a political corporation and/or governmental
agency is hereby accepted by the undersigned officer or agent on
behalf of the Board of Supervisors of the COUNTY OF PLUMAS, State of
California, pursuant to authority conferred by resolution of the said
Board of Supervisors adopted January 20, 1969, and the grantee consents
to recordation thereof by its duly authorized officer.

DATED: July 9, 1986

COUNTY OF PLUMAS

By Laurence J. Brock



Property Detail

Plumas, CA CHARLES LEONHARDT, ASSESSOR

Parcel # (APN): **025-050-045-000**

Use Description:

Parcel Status: **ACTIVE**Owner Name: **PLUMAS COUNTY OF**

Mailing Address:

Situation Address: **965 LAKE DAVIS RD PORTOLA CA 96122-8014 R002**

Legal

Description:

ASSESSMENT

Total Value:

Use Code:

Zoning:

Land Value:

Tax Rate Area: **053008**Census Tract: **3.00/3**

Impr Value:

Year Assd: **2015**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY****Sale 1****Sale 2****Sale 3****Transfer**Recording Date: **01/01/2000****01/01/1986****01/01/2000**Recorded Doc #: **1900R4250667****1986R4480368****1900R4250667**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **8.800**

Year Built:

Fireplace:

Lot SqFt: **383,328**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflow:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Plumas, CA CHARLES LEONHARDT, ASSESSOR

Parcel # (APN): **025-050-044-000**Use Description: **RESIDENTIAL**Parcel Status: **ACTIVE**Owner Name: **GARDNER MICHAEL D & ELI H/W**Mailing Address: **PO BOX 1897 PORTOLA CA 96122-1897**Situs Address: **1065 LAKE DAVIS RD PORTOLA CA 96122**

Legal

Description:

ASSESSMENTTotal Value: **\$785,361**Use Code: **31**

Zoning:

Land Value: **\$303,580**Tax Rate Area: **053008**Census Tract: **3.00/1**Impr Value: **\$481,781**Year Assd: **2015**

Improve Type:

Other Value:

Property Tax: **\$6,798.46**

Price/SqFt:

% Improved **61%**

Delinquent Yr

Exempt Amt: **\$126,380**HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	09/20/2000	05/31/2000	01/01/2000	09/20/2000
Recorded Doc #:	2001R0006879	2001R0808530	1900R5020426	2001R0006879
Recorded Doc Type:	GRANT DEED	GRANT DEED		
Transfer Amount:		\$385,000		
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 155.980	Year Built:	Fireplace:
Lot SqFt: 6,794,488	Effective Yr: 2005	A/C:
Bldg/Liv Area: 2,251		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms: 2	
Stories: 1.0	Baths (Full): 3	Park Type: ATTACHED GAR
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality: 8.0	Garage SqFt: 676	
Building Class: D		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

From: Raymond Bakker
To: Hydrick, Gabriel
Cc: Leonhardt, Chuck; Terry Oestreich; Lisa Cavin; Cherie Whipple
Subject: Re: Use of County Owned Lands adjacent to C Ray Carmichael School in Portola
Date: Wednesday, March 11, 2020 10:44:23 AM

Dear sir,

I have attached a copy of our county owned property understanding located at the C. Roy Carmichael Elementary School in Portola.

It is my understanding that the school district has been maintaining the mentioned property since 1985. In doing my site evaluations we have found the AC paving of both the street and parking areas are in desperate need of repairs/replacement. Understanding the district does not own this property we are hesitant to spend a large amount of money to improve.

My question:

Would the county consider transferring their title, "Deed" the property to the Plumas Unified School District ?

Please feel free to give me a call to discuss.

Thank you in advance for your consideration and help with this matter.

Ray Bakker

Ray Bakker
Supervisor Maintenance & Operation's
Plumas Unified School District
(530) 283-6545 x 5507 office
(530) 712-7553 cellular

On Tue, Mar 10, 2020 at 8:46 AM Leonhardt, Chuck <CLeonhardt@countyofplumas.com> wrote:

Good morning Gabriel,

I was contacted yesterday by Ray Bakker from Plumas Unified School District (PUSD). Ray wanted to discuss lands owned by Plumas County and being used by PUSD, adjacent to the C. Roy Carmichael School in Portola.

Apparently there has been a long term historic use of this site by PUSD. (Ray will forward a copy of that agreement.)

The reason I am referring this item to you Gabriel, as opposed to Facility Services is that Ray has indicated that the school district is interested in acquiring this site in fee.

Attached you will find two photos of the area in question.

I am happy to be of assistance in this matter, however the conversation would likely be most productive between the two of you.

Thank you,

Chuck



546 Lawrence Street, Quincy, CA 95971
530.283.3851 530.283.3841 FAX
www.plumascharterschool.org

6/24/2020

Plumas Unified School District Superintendent and Board of Directors
50 Church Street
Quincy, CA. 95971

Greetings Terry and PUSD Board,

I appreciate the opportunity to bring this request to you. We are in a unique and challenging time, and unified community support is critical. We have all been through so much over the last several months, and are facing much uncertainty and leveled planning for schools to reopen in the fall. We know that much of the planning will require a significant reduction in the number of students we can have on school campuses, and that many families with younger children will struggle to find child care as a result.

As we know, PCS facilities in Quincy are very small, and providing for the social distancing requirements will mean less days each week that students are able to come to the sites for instruction and supervision. For grades TK-6, this can present a significant child care challenge for families. As there is no additional space at any of our current facilities, we have been considering other options to provide more programming for younger students.

In order to address the needs of our families, we are hoping to temporarily utilize the building located at 1446 East Main Street, in order to spread our students in Quincy out further. By doing this, our TK-6 program, which is already capped, can offer three to four days of onsite instruction and potentially eliminate the need for additional childcare for these families. The initial plan for this additional site includes moving our 3-6 grade students to this new facility, and spreading out our TK-2 group out in the existing two facilities.

I am hoping and asking that PUSD will approve this short term additional facility through a charter petition revision or amendment. If PUSD is amendable to this, I would also ask that you exercise the authority granted under Government Code sections 53094 and 53097.3, to umbrella PCS in the waiver of county zoning ordinance. I have also asked the County Planning Department also if there is a way that we could use this building temporarily without a Special Use Permit, given the extraordinary circumstances we are in. Applying for and obtaining these permits, of which PCS has six, takes anywhere from 4-18 months. They are determining whether or not this is possible. I have also spoken with other county representatives, namely Gabriel Hydrick, about using this facility this way, and they are open and supportive of PCS utilizing this location temporarily, and see no issues at the county level.

Time is of the essence in considering this request, and I would ask that we add this topic to the next PUSD board agenda for discussion and decision.

I look forward to having these conversations, and continuing to support the needs of our communities.

Thank you for your consideration,

Talettha Washburn

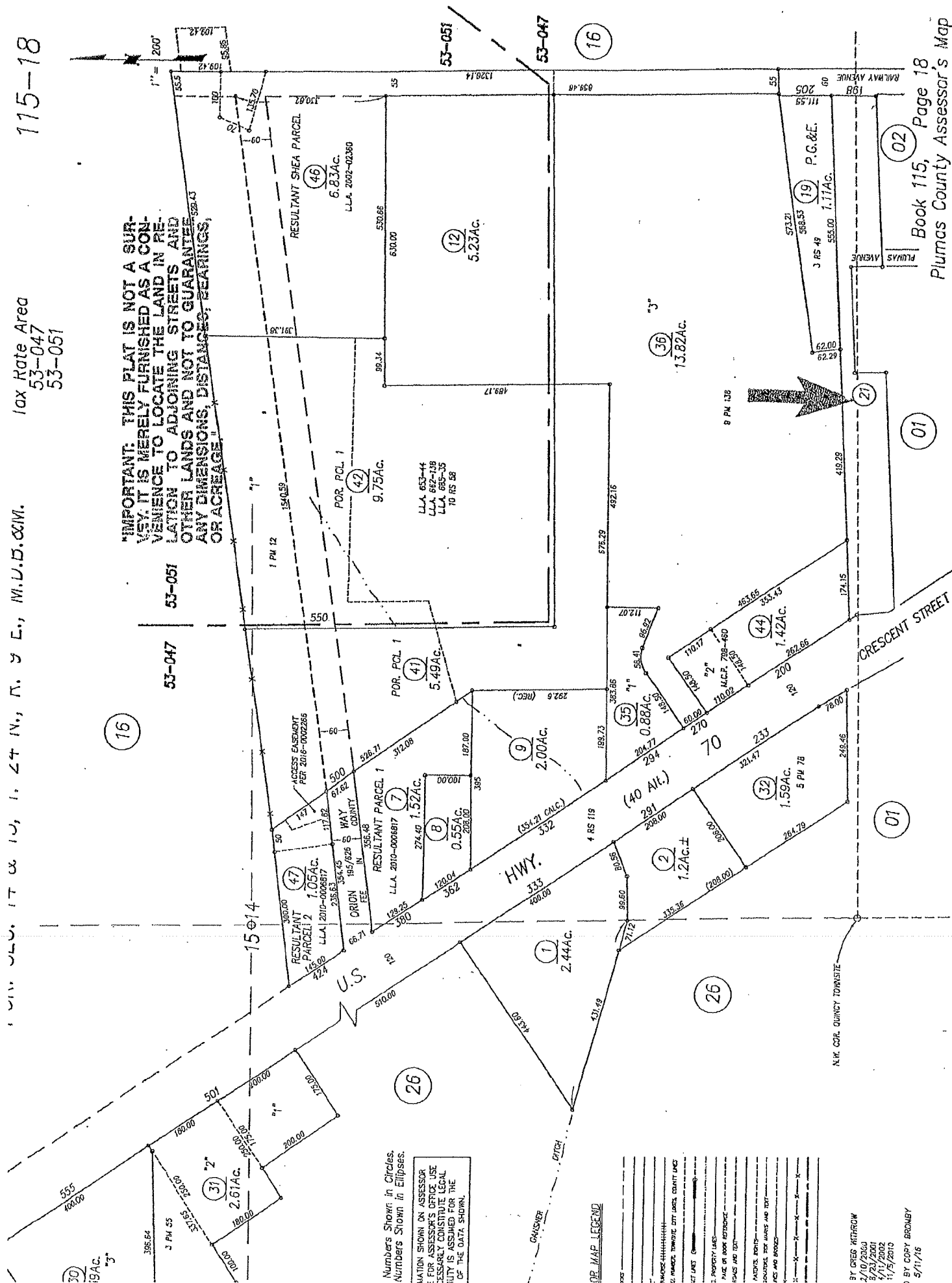
Attachment 'D'

APN 11518002, County Parcel near Hunt and Sons, Quincy CA



IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS MERELY FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS AND NOT TO GUARANTEE ANY DIMENSIONS, DISTANCES, BEARINGS, OR ACREAGE.

Book 115, Page 18
Plumas County Assessor's Map



BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



July 7, 2020

VIA ELECTRONIC SUBMITTAL

WR401Program@waterboards.ca.gov

State Water Resources Control Board
Division of Water Rights – Water Quality Certification Program

Mr. Jordan Smith
P.O. Box 2000
Sacramento, CA 95812-2000

RE: Public Comment
Revised Draft Environmental Impact Report (State Clearinghouse No. 2005082122)
Upper North Fork Feather River Hydroelectric Project
Federal Energy Regulatory Commission Project No. 2105 (Lake Almanor, Butt Valley
Reservoir, and Belden Forebay)

Dear Mr. Smith:

Plumas County (Plumas) appreciates the opportunity to provide comments regarding the Revised Draft Environmental Impact Report (RDEIR) for Pacific Gas and Electric (PG&E) Company's Upper North Fork Feather River (UNFFR) Hydroelectric Project Federal Energy Regulatory Commission (FERC) Project No. 2105 (Project).

Plumas continues to have a direct and unique standing and history as a primary stakeholder in this proceeding and asserts all arguments set out in prior comments within the record including, but not limited to, comments of Plumas County on the Project Draft Environmental Impact Report (DEIR) dated March 26, 2015 and available at:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/docs/ferc2105/unffr_plumascounty.pdf

Plumas is pleased to note that the revisions and improvements to the RDEIR go a long way to correct the numerous DEIR inadequacies.

Plumas supports the terms of the April 22, 2004 final UNFFR Project Relicensing Settlement Agreement (Settlement) and applauds the State Water Resources Control Board (SWRCB) for its work in providing consistency in the RDEIR within the framework of the 2004 Project Settlement terms.

Plumas understands the proposed project, along with three water temperature management alternatives developed to address the ongoing impacts of the UNFFR Project on temperature in the North Fork Feather River, were evaluated in the RDEIR. The proposed project being generally defined as the continued operation of the UNFFR Project under a new FERC license, as outlined in PG&E's application to FERC, measures from the Settlement, federal agencies' mandatory conditions, and FERC's Staff Alternative. Alternatives 1 and 2 include installation of thermal curtains at Prattville and Caribou intakes. Alternatives 1 and 3 include increased releases from Canyon Dam up to 250 cfs (cubic feet per second) from June 16th to September 15th.

The RDEIR recognizes these water temperature management alternatives would have a range of impacts and benefits with respect to preservation and protection of beneficial uses associated with Lake Almanor and the North Fork Feather River. Plumas strongly supports Alternative 3 and offers the following RDEIR comments with respect to temperature control, thermal curtains, and oxygenation.

TEMPERATURE CONTROL

Plumas understands the proposed project was developed to ensure PG&E could meet its objectives for the UNFFR Project, including, but not limited to, implementing measures to conserve energy, mitigate damage to fish and wildlife (including related spawning grounds and habitat), provide recreational opportunities, and preserve other aspects of environmental quality.

As a stand-alone, Alternative 3 increases the summertime releases up to 250 cfs from the low level outlets at Canyon Dam to the Seneca reach to reduce water temperatures of the North Fork Feather River.

Releasing 250 cfs from Canyon Dam is beneficial to avoiding significant environmental impacts and makes an important and worthwhile improvement in effectively reducing water temperatures downstream in the Seneca, Belden, Rock Creek, and Cresta reaches. As stated in the RDEIR, Alternative 3 would avoid significant construction-related, Aesthetic, and Recreation impacts associated with thermal curtains; would allow for the potential impacts to the coldwater fishery in Lake Almanor to be modified more easily in response to any impacts to the lake fishery; and would strike a balance between improved cold water habitat in the UNFFR and loss of cold water habitat in Lake Almanor and Butt Valley Reservoir.

THERMAL CURTAINS

Plumas is very concerned with potential impacts and outcomes associated with the installation of thermal curtains at the Prattville (Lake Almanor) and Caribou (Butt Valley Reservoir) intakes. While water temperature management Alternatives 1 and 2 do not initially require the installation of thermal curtains, there are provisions that could lead to the development and implementation of a "Contingency Plan" that could possibly include the installation of thermal curtains during the term of the new FERC license.

Plumas notes that monitoring, plans, or studies are required to inform future actions in relation to thermal curtains; however, these actions would be at the sole discretion of the SWRCB Deputy Director. Plumas is concerned about this excessive delegation of authority to the SWRCB Deputy Director and raises the question of the applicability of the California Environmental Quality Act (CEQA) to subsequent determinations and actions made by the Deputy Director—to the extent the action has not been analyzed in the RDEIR—as those decisions appear to constitute discretionary decision-making under CEQA that would require further environmental analysis.

Plumas does not support Alternatives 1 or 2 and does not recommend the door be left open for future consideration of the use of thermal curtains, but if it must, consultation processes in the future for reconsideration of thermal curtains should be expanded and modified to include collaborative decision-making, including that of Plumas. Plumas continues to ask the SWRCB to exercise its regulatory power in a rational, balanced, and equitable manner.

OXYGENATION

In the March 26, 2015 DEIR comment letter by Plumas, the County recommended oxygenation of Lake Almanor, and more particularly described in Attachment 1, comments of Gina Johnston, PhD, and Attachment 2, comments of Alice Rich, PhD. Despite these DEIR comments, Plumas notes the RDEIR did not analyze the augmentation of oxygen in Lake Almanor through oxygenation.

Plumas stands by installation of oxygenation infrastructure as a reasonable mitigation measure for cooling downstream waters during peak summer heat conditions. Improvement of dissolved oxygen levels would help mitigate exacerbating summer anoxic conditions and the thermal stress that coldwater fish in Lake Almanor experience.

Plumas requests that oxygenation be considered. Augmentation of an oxygenation facility at or near Canyon Dam is an opportunity to mitigate the impacts on Lake Almanor's coldwater fish habitat and, for example, improve recreation and the existing trout fishery.

CONCLUDING REMARKS

Plumas recognizes that many of the deficiencies in the DEIR have now been adequately addressed, with the exception of oxygenation, and believes the modifications substantially affirm the decades of efforts made by many parties who have urged the SWRCB to reach the most equitable, effective, and reasonable balance of beneficial uses under the Clean Water Act that the Project can provide.

Plumas commends the SWRCB for the additional analysis, modeling, and overall effort it took to recirculate the RDEIR with the inclusion of Alternative 3. The above RDEIR comments are offered in support of Alternative 3, as the RDEIR demonstrates this management alternative will provide the best balance of controllable factors in bringing water temperatures into conformance while protecting the beneficial uses in Lake Almanor.

Plumas can't stress enough how important a milestone moment this is in, (1) sustaining the long-term and safe operation of Project facilities over the term of the new FERC license, (2) developing and implementing long anticipated plans for the enhancement of Project amenities such as recreational opportunities, and (3) monitoring and conserving environmental and biological resources for the reservoirs and waters within and downstream of the Project area for generations to come.

Sincerely,

Kevin Goss

Chair, Board of Supervisors

cc: Board of Supervisors, Plumas
Doug LaMalfa, Congressional District 1
Brian Dahle, Senate District 1
Megan Dahle, Assembly District 1
Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission
Curtis Anderson, Office Chief, Northern Region, California Department of Water Resources