

## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF APRIL 13, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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](#)

### **ZOOM Participation**

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

### **Public Comment Opportunity/Written Comment**

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

### 1. **PUBLIC HEALTH AGENCY** – Dr. Satterfield

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) **AGRICULTURE** [View Item](#)

Approve and authorize the Chair to sign agreement, between Plumas County and USDA, not to exceed \$79,688.00; approved as to form by County Counsel

#### B) **HUMAN RESOURCES** [View Item](#)

Adopt **Resolution** to amend the FY 2020/2021 position allocation for County Library position from 1 FTE Librarian; by allocating 0.5 FTE to fund 20670 (Library) and 0.5 FTE to fund 20675 (Literacy)

#### C) **PUBLIC HEALTH**

- 1) Approve and authorize Chair to sign agreement, between Plumas County and Mark Satterfield, M.D., not to exceed \$90,000.00, to act as County Health Officer/Medical Director FY 2021-2022; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize Chair to sign the attached letter supporting proposal to Increase local assistance funding in state budget for County Veterans Service Officers [View Item](#)

#### D) **PUBLIC WORKS** [View Item](#)

Approve and authorize Chair to sign Amendment No. 1 to Agreement with Tyrell Resources, Inc, extending term to June 30, 2021; approved as to form by County Counsel

#### E) **SOCIAL SERVICES** [View Item](#)

Approve and authorize Director of Social Services to sign agreement, between Plumas County and Wells Fargo, not to exceed \$1,056.27 per quarter for 5 years; approved as to form by County Counsel

### 3. **PRESENTATION** – Dan Blair

Presentation by Dan Blair of PG&E: 2021 outlook for Public Safety Power Shutoff and overall Wildfire Safety Efforts

### 4. **DEPARTMENTAL MATTERS**

#### A) **BEHAVIORAL HEALTH** – Tony Hobson [View Item](#)

Authorize Behavioral Health Director to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior, created by resignation; Discussion and possible action

#### B) **DISTRICT ATTORNEY** – David Hollister

- 1) Authorize District Attorney to recruit and fill vacant, funded and allocated 1.0 FTE Legal Secretary/Legal Secretary Trainee position, created by resignation; Discussion and possible action [View Item](#)
- 2) Adopt **Resolution** to authorize the District Attorney to execute and administer a new Grant Award Agreement for the Adult Drug Court and Veterans Treatment Court Grant Program; **Roll call vote** [View Item](#)
- 3) Approve supplemental budget request of \$124,241.00, for receipt of unanticipated revenue, from Department of Justice for Enhancement of the Plumas County Community Justice Court, for FY 20/21 Adult Drug Court and Veterans Treatment Court Grant Program; **Four/Fifths roll call vote** [View Item](#)

C) **FACILITY SERVICES/AIRPORTS** – Kevin Correira

- 1) Authorize Facility Service and Airports to recruit and fill, funded and allocated 1.0 FTE Building and Grounds Maintenance Worker I, created by resignation; Discussion and possible action [View Item](#)
- 2) Adopt **Resolution** to authorize the Director of Airports to submit pre-application, and applications; accept AIP grant funds, execute grant agreements and implement grant entitlements; Discussion and possible action; **Roll call vote** [View Item](#)

D) **LIBRARY** – Lindsay Fuchs

- 1) Authorize Librarian to recruit and fill vacant, funded and allocated 1.0 FTE Extra Help Literacy Program Assistant, created by resignation; Discussion and possible action [View Item](#)
- 2) Authorize Librarian to recruit and fill vacant, funded and allocated 1.0 FTE Extra Help Library Aid position, created by resignation; Discussion and possible action [View Item](#)

E) **PUBLIC WORKS/SOLID WASTE/BECKWOURTH CSA** – John Mannie

- 1) Authorize Public Works/Solid Waste Division to recruit and fill, funded and allocated, 1.0 FTE Public Works Solid Waste Program Manager; Discussion and possible action [View Item](#)
- 2) Authorize supplemental budget transfer of \$10,000.00, for emergency sewer pump repairs, from within Beckwourth CSA budget; approve payments, without contracts, to Jet Plumbing, in the amount of \$4,966.46, and Plumas Sanitation, in the amount of \$4,040.00; **Four/Fifths roll call vote** [View Item](#)

5. **BOARD OF SUPERVISORS**

- A) Correspondence
- B) Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- C) Appointments
  - 1) Appoint Charles Leonhardt to the Plumas County Planning Commission, representing District 4; Discussion and possible action
  - 2) Appoint Ronald Mathock to the Plumas County Land and Airport Commission, representing District 1; Discussion and possible action

1:00 P.M. **AFTERNOON SESSION**

6. **CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Chief Probation Officer

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

- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. 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, April 20, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



Willo Vieira  
Commissioner and Sealer  
timgibson@countyofplumas.com

## Plumas-Sierra Counties Department of Agriculture



### Agricultural Commissioner Sealer of Weights and Measures

2A  
208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date:

March 31, 2021

To:

Honorable Board of Supervisors

From:

Willo Vieira, Agricultural Commissioner/  
Sealer of Weights & Measures

RE:

Wildlife Services Financial Plan, Agreement # 21-73-06-0275-RA

#### Recommendation:

Approve and authorize the Chair to sign the Financial Plan between USDA and Plumas County.

#### Background and Discussion:

The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Cost to the county under this agreement for FY 21-22 is \$79,688, a 4% increase over last year's contract. These county costs are partially offset through fees charged for services, Sierra County MOU, and reimbursement by the State of California Unclaimed Gas Tax Fund. This is a one year agreement beginning July 1, 2021 and ends June 30, 2022. This agreement has been approved as to form by County Counsel.

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 31, 2021

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** **CONSENT AGENDA ITEM FOR BOARD OF SUPERVISORS  
MEETING OF APRIL 13, 2021**  
**RE: APPROVE RESOLUTION TO AMEND FISCAL YEAR  
2020/2021 POSITION ALLOCATION FOR COUNTY LIBRARIAN  
#20670 AND #20675**

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

Approve the attached resolution to amend the FY 2020/2021 Position Allocation for the County Library position by allocating .5 FTE to fund 20670 (Library) and .5 FTE to fund 20675 (Literacy).

### **BACKGROUND AND DISCUSSIONS**

The County Librarian position is necessary for the daily operational needs of the Library and Literacy Department, and the allocation should reflect this charge by splitting it between Library and Literacy. This is a cleanup item for FY 2020/2021 Position Allocation due to personnel budget was approved reflecting this position's funding was split between the two departments.

We are asking the Board of Supervisors to approve the attached Resolution, which corrects the Position Allocation for this fiscal year.

RESOLUTION NO. 2021- \_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2020/2021 POSITION ALLOCATION FOR  
COUNTY LIBRARIAN #20670 AND #20675**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2020/2021 Job Classification Plan AND Position Allocation covering all positions in the County service; and

**WHEREAS**, this position are necessary in the daily operational needs of the Library and Literacy Department #20670 and #20675 and the Librarian position was originally budgeted in the personnel budget; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2020/2021 Position Allocation for the County Librarian position allocation split between Library and Literacy funds as a 0.5 FTE for fund #20670 and 0.5 FTE for fund #20675; and

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

Approve the amendments to the Fiscal Year 2020/2021 Position Allocation for FY 2020/2021 effective July 1, 2020.

<u>Library # 20670</u>	<u>Current FTE</u>
County Librarian	1.0

<u>Proposed Library #20670</u>	<u>FTE</u>
County Librarian	0.5

<u>Proposed Literacy #20675</u>	
County Librarian	0.5

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 13th day of April, 2021 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Chair, Board of Supervisors'

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Clerk, Board of Supervisors



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY

2021



Creating Healthy Communities

Date: March 4, 2021

To: Honorable Board of Supervisors

From: Tony Hobson, Acting Director

Agenda: Consent Item for April 13, 2021

**Recommendation:** Approve and direct the Chair to sign Agreement Number PCPHA2122MS in the amount of \$90,000.00 with Mark Satterfield, M.D., to act as the County Health Officer/Medical Director for FY 2021-2022.

**Background:** As the Board are aware, State Health and Welfare Code mandates that each county provides the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, public health nursing protocols, conducts trainings with clinic staff on the use of buprenorphine for addiction treatment and Public Health Emergency Preparedness. The Plumas County Health Officer has traditionally demonstrated leadership during disasters, including the COVID-19 pandemic. The Plumas County Health Officer also serves as Medical Director for the Mountain County HIV Care and Treatment Program.

**Fiscal Impact:** There will be no financial impact on the County General Fund, as this contract is fully funded by multiple Programs through Public Health.

This Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY

2C2



Growing Healthy Communities

**Date:** March 17, 2021

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Acting Director

**Agenda:** Consent Item for April 6, 2021

**Recommendation:** Approve and direct the Chair to sign the attached letter to Support: Proposal to increase local assistance funding in state budget for County Veterans Service Officers. Approved by County Counsel.

**Background:** Currently, CVSOS receive \$5.6 million annually in local assistance funding from the state. CVSOS have a long and documented record of success of using this funding to help veterans obtain their federal benefits. In FY 2019-20, CVSOS statewide served 172,000 veterans, which resulted in the filing of 272,702 claims for veteran's benefits from the U.S. Department of Veterans Affairs (VA). As a result of these efforts, \$542,536,749 were paid directly to California's veterans. When veterans qualify for VA benefits, they receive them for the rest of their lives and sometimes receive a retroactive payment

CVSOS are county employees who assist veterans to obtain their earned federal benefits at no cost to veterans and their families. The type and range of federal benefits available to veterans is complex and the process of applying for benefits can be very complicated. Most veterans are unaware of the benefits to which they are entitled and those veterans who pursue claims on their own are often denied their full benefits. Studies have shown that veterans receive more benefits and larger awards by using CVSOS than if they file individually.

An increase of \$5.4 million from the General Fund can be used effectively at the local level to employ new Veterans Service Representatives (VSRs). For instance, new VSRs could be placed at one of the 27 military installations in the state that discharge veterans, at federal VA medical facilities, colleges, local government offices in the community, or innovative collaborations such as homeless task forces. Such proactive outreach would dramatically increase the number of veterans that can be reached by the CVSOS, thereby increasing the flow of new federal monies into the state, which in turn enhances tax revenue and stimulates the local



530-283-6337

530-283-6425



270 County Hospital Rd, Suite 206

Quincy, California 95971



<http://countyofplumas.com/publichealth>

Support: Proposal to increase local assistance funding in state budget for County Veterans Service Officers (8955-101-0001)

## **Please place on Board of Supervisor's Letterhead**

April 13, 2021

The Honorable Nancy Skinner  
Chair, Senate Budget Committee  
California State Senate  
State Capitol, Room 5094  
Sacramento, California 95814

The Honorable Anna Caballero  
Chair, Senate Budget Subcommittee #4  
California State Senate  
State Capitol, Room 5052  
Sacramento, California 95814

The Honorable Phil Ting  
Chair, Assembly Budget Committee  
California State Assembly  
State Capitol, Room 6026  
Sacramento, California 95814

The Honorable Wendy Carrillo  
Chair, Assembly Budget Subcommittee #4  
California State Assembly  
State Capitol, Room 4167  
Sacramento, California 95814

Re: Support: Proposal to increase local assistance funding in state budget for County Veterans Service Officers (8955-101-0001)

Dear Budget Committee Chairs:

On behalf of the Plumas County Board of Supervisors, I write to express our support for increasing local assistance funding for the County Veterans Service Offices (CVSO) from \$5.6 million to \$11 million on an ongoing basis.

Currently, CVSOs receive \$5.6 million annually in local assistance funding from the state. CVSOs have a long and documented record of success of using this funding to help veterans obtain their federal benefits. In FY 2019-20, CVSOs statewide served 172,000 veterans, which resulted in the filing of 272,702 claims for veteran's benefits from the U.S. Department of Veterans Affairs (VA). As a result of these efforts, \$542,536,749 were paid directly to California's veterans. When veterans qualify for VA benefits, they receive them for the rest of their lives and sometimes receive a retroactive payment. Therefore, the \$542.5 million attributed to the work of CVSOs in FY 19-20 is added to the billions of dollars that were qualified for in previous years and are still being paid to veterans.

rural/urban). As a result, California's veterans are missing out on an estimated \$1.3 billion a year in federal benefits based on comparison with other states. An estimated 75,000 veterans and their families are not getting the benefits to which they are entitled. There are a large number of veterans who are not aware that they are eligible for these federal benefits. This modest budget increase for CVSOs brings in significant returns for state and local economies in jobs, taxes, and stability.

There are a large number of veterans who are not aware that they are eligible for federal VA benefits, and CVSOs are often the first to inform them about their eligibility. Many of these veterans are living on fixed incomes and may be relying on state and local programs to stay afloat. It is important that we as a society find these veterans and get them their benefits, which are difficult to apply for.

Outreach can be difficult. CVSOs are the bridge to finding the correct benefits for qualified veterans. They link veterans to the appropriate programs within the community and can reduce the stress on veterans by dealing with the VA directly.

We ask that you support the Member's Budget Requests from Senator Bob Archuleta and Assemblywoman Cottie Petrie-Norris which seek the \$5.4 million local assistance increase in the state budget for CVSOs.

Sincerely,

Jeff Engel, Chair  
Plumas County Board of Supervisors

cc: Honorable Members of the Senate Committee on the Budget  
Honorable Members of the Assembly Committee on the Budget  
Honorable Members of the Senate Committee on Military and Veterans Affairs  
Honorable Members of the Assembly Committee on Military and Veterans Affairs  
The Honorable Bob Archuleta  
The Honorable Cottie Petrie-Norris  
California State Association of Counties  
Rural Counties Representatives of California

2D

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
John Mannie, P.E., Acting Director Joe Blackwell, Deputy Director



### CONSENT AGENDA REQUEST

For the April 13, 2021 meeting of the Plumas County Board of Supervisors

April 5, 2021

To: The Honorable Board of Supervisors  
From: John Mannie, Acting Director of Public Works  
Subject: Authorize execution of Amendment #1 to the Service Agreement #PWRD21-015

A handwritten signature of John Mannie in black ink.

#### Background:

Plumas County Public Works (PCPW) recently executed Service Agreement #PWRD21-015 to remove fourteen (14) trees in the Chester area. Due to recent storms and snow condition the contractor is unable to meet the deadline for completion of the project. Amendment #1 extends the completion date to June 30, 2021.

#### Policy Compliance:

This recommended action complies with the Plumas County Purchasing Policy.

#### Fiscal Impact:

There is no change in the total project cost.

#### Staff Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the County Administrator and the Acting Director of Public Works to execute Amendment #1 of Service Agreement #PWRD21-015, which will extend the project completion date to June 30, 2021.

#### Attachments:

Amendment #1 of Service Agreement #PWRD21-015.

**AMENDMENT NO. 1  
to the  
SERVICES AGREEMENT #PWRD21-015**

**Tree Removal Agreement for  
Removal of Fourteen Trees (14) in Chester  
Plumas County, California**

The February 21, 2021 SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Tyrrell Resources, Inc. ("Contractor"), is hereby amended as follows:

Exhibit "C" is hereby changed to the following:

**Work Schedule**

1. County desires to have all work completed by May 28, 2021. County understands, however that weather may prohibit the completion of all work by May 28,, 2021.
2. In any event, all work must be completed by June 30, 2021.

**Other Contract Provisions**

All other contract provisions set forth in the February 2, 2021 Services Agreement first referenced above remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first written above.

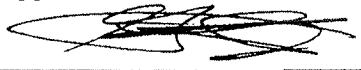
COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

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

John Mannle  
Acting Director of Public Works

Approved as to form:



3/29/2021

Gretchen Stuhr  
Plumas County Counsel

**CONTRACTOR:**

**COUNTY OF PLUMAS**

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

Board of Supervisors

\_\_\_\_\_  
Cheryl L. Tyrrell

CEO, CFO

Tyrrell Resources, Inc.

Attest:

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

Clerk of the Board of Supervisors



# 2E DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: APRIL 5, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 13, 2021, CONSENT AGENDA

RE: APPROVAL OF A PHOTOCOPIER LEASE AGREEMENT WITH RAY MORGAN  
COMPANY

### **It is Recommended that the Board of Supervisors**

Approve a photocopier lease agreement with Wells Fargo and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

### **Background and Discussion**

The Department of Social Services is proposing to renew its lease agreement with Wells Fargo for the Ray Morgan Company to provide photocopying services. It is requested that the Board approve this agreement and authorize the Director of the Department of Social Services to sign it as the Board's designee.

### **Financial Impact**

The lease schedule calls for payments of \$1056.27 per quarter for a five-year period. The Department has sufficient appropriation within the budget for Copy Machine Lease, to accommodate lease payments for the balance of the current fiscal year.

### **Other Agency Involvement**

The Office of County Counsel has reviewed the proposed lease agreement and approved it as to form.

Copies: DSS Management (memo only)

Enclosure

# Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

<b>Customer Information:</b> Customer's Full Legal Name ("You" and "Your"): County of Plumas		<b>Supplier Information:</b> Supplier Name ("Supplier"): Ray Morgan Company	
Address: 520 Main Street		Address: 3131 Esplanade	
City/State/Zip Code: Quincy, CA, 95971		City/State/Zip Code: Chico, CA, 95973	
Telephone Number: 530 283 6350	Federal Tax ID#: 94-600528	County: Plumas	
<b>Equipment Information:</b> <input type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above): 270 County Hospital RD, STE 207, Quincy, CA 95971	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Canon IR-ADV DX-8786i		

<b>Term And Payment Information:</b> Initial Term: <b>60</b> months		Payment*: <b>\$1056.27</b> (*plus applicable taxes)	
Payment Period is "Monthly" unless otherwise noted here: <b>QTR</b>		Security Deposit: <b>\$</b>	Documentation/Processing Fee: <b>\$75.00</b>
Advance Payment: <b>\$</b> applied to:		<input type="checkbox"/> 1st Payment	<input type="checkbox"/> Last Payment
Purchase Option: Fair Market Value			

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"), subject to Section 14. As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term, then: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of this Lease will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancellable for the full Term, subject to Section 14.**

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever, subject to Section 14; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

**4. PAYMENTS.** You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** To the extent permitted by applicable law, You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

Customer: (identified above)	Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")		
By: _____	Date: _____ / _____ / _____	By: _____	Date: _____ / _____ / _____
Print name: _____	Title: _____	Print name: _____	Title: _____
Agreement Number: _____			

Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. With Our prior written consent, You may satisfy Your Property Insurance obligations under this Section 8 by means of a self-insurance program reasonably acceptable to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our Interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination (excluding a termination pursuant to an event of Non-Appropriation) of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the State in which You are located. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. GOVERNMENTAL PROVISIONS.** You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Lease for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Lease will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under this Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. You further represent, warrant and covenant to Us that: (a) You have the power and authority under applicable law to enter into this Lease and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render this Lease enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to this Lease and the transactions contemplated hereby.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature.

**Sommer, Janell**

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**From:** Renteria, Christine  
**Sent:** Wednesday, March 24, 2021 8:40 AM  
**To:** Sommer, Janell  
**Subject:** Ray Morgan New Copier  
**Attachments:** Plumas CO Social Services Wells Municipal Lease (Quarterly) 2021 .pdf

I already sent you the maintenance contract I believe.

**From:** Rogers, Kristina  
**Sent:** Wednesday, March 24, 2021 8:36 AM  
**To:** Renteria, Christine <[ChristineRenteria@countyofplumas.com](mailto:ChristineRenteria@countyofplumas.com)>  
**Subject:** RE: Ray Morgan New Copier

Hi CHRISTINE,

THE WELLS FARGO LEASE AGREEMENT IS APPROVED AS TO FORM, BUT THERE IS NO WHERE FOR ME TO SIGN IT. USE THIS EMAIL AS PROOF.

THANK YOU.

KRISTINA ROGERS  
PARALEGAL III / OFFICE MANAGER  
PLUMAS COUNTY COUNSEL  
520 MAIN STREET, ROOM 302  
QUINCY, CA 95971  
P (530) 283-6240 F (530) 283-6116

*“Life’s a Journey not a Race”*

**From:** Renteria, Christine  
**Sent:** Thursday, March 11, 2021 8:58 AM  
**To:** Rogers, Kristina <[KristinaRogers@countyofplumas.com](mailto:KristinaRogers@countyofplumas.com)>  
**Subject:** Ray Morgan New Copier  
**Importance:** High

Hello,

Please let me know if there are any changes that need to be made. Current Lease is up May 1 so we need to Move this through as quickly as possible ☺.

Thank You,

Christine Renteria  
Fiscal Office Supervisor  
Plumas County Dept. of Social Services

4.4

## 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: April 13, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior

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### **Recommendation**

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Case Management Specialist I/II/Senior in Department 70575 (40%) and 70570 (60%). This position was approved and funded in the 2020-2021 budget.

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### **Background and Discussion**

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health position which will be vacated due to resignation on April 9, 2021. The position was approved and funded in the 2020-2021 budget.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes.
- Why is it critical that this position be filled at this time? With the loss of the Case Management Specialists, delivery of services to the at-risk population will be severely delayed.
- How long has the position been vacant? The position will become vacant on April 9, 2021.
- Can the department use other wages until the next budget cycle? The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the Case Management Specialist must be a permanent FTE.
- What are staffing levels at other counties for similar departments and/or positions? The same or greater.
- What core function will be impacted without filling the position prior to July 1?  
Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full- Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues. This position also serves the jail population,
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? None.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or

negatively, the need for general fund support? There is no fiscal impact on the general fund.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I**

### **DEFINITION**

Under direct clinical supervision of a licensed professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, in various program settings; and performs related duties as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and training level of the Behavioral Health Case Management Specialist series. It is distinguished from the Community Care Case Manager classification in that incumbents work under supervision of a licensed clinical professional, are responsible for charting and case notes in an electronic health record system. Incumbents also provide a range of services beyond assistance in daily living, basic counseling, and therapeutic activities, such as treatment plan adherence, evaluation, plan development, emergency intervention, placement services, assistance in daily living, access to health services, and client health and wellness advocacy.

### **REPORTS TO**

Behavioral Health Unit Supervisor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 2**

### **EXAMPLES OF DUTIES**

- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs crisis management services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 3**

### **EXAMPLES OF DUTIES - Continued**

- Provides client transportation to and from program activities.
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Under the supervision of a licensed clinician, participates or assists with the following activities:
  - Intakes and Assessments
  - Treatment Planning
  - Chart Updates

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic life services for clients.
- Social aspects and characteristics of mental and emotional disturbances.
- Various activities useful in the treatment and rehabilitation of behavioral health clients.
- Recreational activities.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer Skills

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 4**

### **Ability to:**

- Develop and maintain the confidence and cooperation of mentally and emotionally disturbed health or alcohol and drug clients, their families, and other significant care providers.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

### **TRAINING AND EXPERIENCE**

Qualifications needed for this position:

Two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

Completion of educational training in Behavioral or Social Sciences is highly desirable. College level coursework is highly preferred.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II**

### **DEFINITION**

Under direct clinical supervision of a licensed professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, in various program settings; and performs related duties as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the mid-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist I classification in that incumbents have advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist I. Incumbents provide a range of services such as treatment plan adherence, evaluation, plan development, emergency intervention, placement services, assistance in daily living, access to health services, and client health and wellness advocacy.

### **REPORTS TO**

Behavioral Health Unit Supervisor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 2**

### **EXAMPLES OF DUTIES**

- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 3**

### **EXAMPLES OF DUTIES - CONTINUED**

- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Under the supervision of a licensed clinician, participates or assists with the following activities:
  - Intakes and Assessments
  - Treatment Planning
  - Chart Updates

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles and techniques of case management interventions.
- Psychological and sociological aspects and characteristics of mentally and emotionally disturbed individuals.
- The needs, problems and attitudes of mentally or emotionally disturbed individuals; community resources and available rehabilitative services relevant to the needs of the client.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 4**

### **Knowledge of - continued**

- Various activities useful in the treatment and rehabilitation of behavioral health clients.
- Recreational activities.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer Skills

### **Ability to:**

- Develop and maintain the confidence and cooperation of mentally and emotionally disturbed clients, their families and other significant care providers
- Analyze situations accurately, make decisions and take effective action
- Speak and write in a clear and accurate manner
- Work with socially or economically disadvantaged individuals.
- Coordinates or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 5**

### **TRAINING AND EXPERIENCE**

Qualifications needed for this position:

Four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least two (2) of which were at the level of Behavioral Health Case Management Specialist I;

OR

Associate's Degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Drive's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR****DEFINITION**

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

**REPORTS TO**

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2**

### **EXAMPLES OF DUTIES**

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 3**

### **EXAMPLES OF DUTIES - Continued**

- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:
  - Substance abuse groups
  - Intakes and Assessments
  - Treatment Planning
  - Chart Updates

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

#### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

## **BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5**

### **TRAINING AND EXPERIENCE**

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



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## 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:** **March 31, 2021**

**To:** **The Honorable Board of Supervisors**

**From:** **David Hollister, District Attorney**

**Subject:** **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF APRIL 13, 2021.**

**RE: AUTHORIZATION TO FILL 1.0 FTE FUNDED AND ALLOCATED LEGAL SECRETARY/LEGAL SECRETARY TRAINEE.**

### **Recommendation:**

Authorize the District Attorney to recruit and hire the funded and allocated 1.0 FTE Legal Secretary/Legal Secretary Trainee to replace an employee who resigned.

### **Background and Discussion**

On March 29, 2021, one of our crucial front office staff resigned creating a vacancy for a Legal Secretary.

This position provides administrative support to the Deputy District Attorney and District Attorney. The position is allocated for 1.0 FTE in Fiscal Year 2020/2021.

I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and funded Legal Secretary/Legal Secretary Trainee.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS

DEPARTMENT TITLE: District Attorney

BUDGET CODE(s) FOR REQUESTED POSITION:  
Fund 0001D and Budget Unit 7030151

POSITION TITLE: Legal Secretary Trainee/Legal Secretary

- 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? This position is vital to the daily operations of the department
- How long has the position been vacant? Position became vacant on 4/09/2021.
- Can the department use other wages until the next budget cycle? This position is funded and allocated for FY 2020/2021.
- What are staffing levels for similar departments or positions? In small counties it is usual to have one clerical person for each attorney.
- What core function will be impacted without filling the position prior to July 1? Clerical staff providing services to prosecutors is essential in creating court documents, managing and scheduling files, interfacing with court, law enforcement, defense attorneys, victims, witnesses, other agencies, and staff and providing extra services to prosecutors for hearings and trials.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? It is impossible to detail the fiscal consequences of a loss of public safety. The more critical result is if the position remains unfilled, it is difficult to predict when or what situation will overload the department's core function of prosecuting crime. Since defendants held in custody must be charged and arraigned within 72 hours of arrest and since the clerical staff is the front line in preparing documents for arraignment, adequate staff to provide this service could result in the release of defendants who would be a danger to the public. This staff provides service to three prosecutors and many agencies.
- 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
- 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? N/A
- Departments shall provide an estimate of future general fund costs for the next two years. N/A
- Does the department have a reserve? N/A.

**LEGAL SECRETARY****DEFINITION**

Under general supervision, to perform a variety of specialized secretarial and administrative support duties for one or more attorneys; to compose, prepare and process a wide variety of legal documents; to answer public and staff contacts and concerns; and to do related work as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level class in the Legal Secretary series. This class differs from the class of Legal Secretary Trainee by increased responsibility for performing a wide variety of legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work for the legal secretary class series.

**REPORTS TO**

District Attorney and Deputy District Attorneys

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## LEGAL SECRETARY - 2

### **EXAMPLES OF DUTIES**

- Serve as Legal Secretary to attorneys, relieving them of a variety of administrative work.
- Take and transcribes, prepares and proofreads a wide variety of legal notes, correspondence, and documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas, abstracts of judgments, etc.
- Process legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Prepare files for attorneys, pulls files for cases scheduled for court and ensures required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Monitor the progress of documents through the judicial process to ensure their timely and proper processing.
- Schedule appointments and meetings for attorneys.
- Compile data and completes reports required by other government agencies.
- Organize and maintains various administrative, confidential, reference, imaging, and follow-up files; purges files as required.
- Interpret and explains County and department policies, rules, and regulations in response to inquiries; refers inquiries as appropriate.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform a wide variety of general clerical duties to support departmental operations including typing, copying, filing, entering computer data, faxing, retrieving files, preparing records and monthly reports, maintaining calendars, and ordering and maintaining office supplies and program material.
- Provide backup for other Legal Secretaries in the department.
- Perform other duties as assigned and needed.

## **DESIRABLE QUALIFICATIONS**

### **Knowledge of:**

- Thorough knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Thorough knowledge of standard formats for business correspondence and reports
- Personal computers and software applications related to office and administrative support work
- Working knowledge of legal terminology forms, documents, court protocol, practices and procedures
- Working knowledge of the forms and formatting for legal documents
- Some knowledge of the organization, services, programs and functions of the legal system

### **Ability to:**

- Work well independently
- Orient and train new employees
- Learn to perform routine legal research
- Perform a wide variety of legal clerical work requiring independent judgment, accuracy and speed; take notes rapidly and accurately transcribe own note
- File materials alphabetically, chronologically, and numerically
- Prepare final legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form
- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Maintain records and prepare reports
- Adjust to workload changes, react calmly and professionally in emergency, emotional, and/or stressful situations, and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone call
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data;
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents rapidly and accurately at a rate sufficient to perform duties satisfactorily

LEGAL SECRETARY - 4

**Ability to – continued:**

- Operate standard office equipment.

**Training and Experience:**

Qualifications needed for this position:

Two years of responsible legal secretarial experience comparable to a Legal Secretary Trainee with Plumas County or two years of experience which demonstrates possession of the knowledge and abilities listed in this job description,

**OR**

An AA degree in a related field such as Administration of Justice or paralegal. Course work in legal research, records, management, legal technology, business law, legal writing, business communications, word processing and law terminology is highly desirable.

**Special Requirements:**

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**LEGAL SECRETARY TRAINEE****DEFINITION**

Under direct supervision, to perform a variety of legal secretarial and administrative support duties for one or more attorneys; to answer public and staff contacts and concerns; and to do other related work as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is the entry and trainee level class in the Legal Secretary series. Incumbents initially work under close supervision to learn departmental policies and procedures, proper format and procedures for processing a variety of legal documents. Incumbents of this class typically perform routine legal, reception, office, and records management work that does not require previous specialized experience and are normally expected to gain the knowledge and abilities to promote to the class of Legal Secretary after two years of satisfactory performance at the trainee level.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise sound judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to satisfactory employment performance.

**REPORTS TO**

District Attorney and Deputy District Attorneys

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

### **EXAMPLES OF DUTIES**

- Serve as Legal Assistant to attorneys, relieving them of a variety of administrative details.
- Assist in the preparation of a wide variety of legal documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas and abstracts of judgments.
- Assist with processing legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Assist with preparing files for attorneys, pulling files for cases scheduled for court and ensuring required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Schedule appointments and meetings for attorneys.
- Answer routine requests for information.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform other duties as assigned.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Basic knowledge of standard formats for business correspondence and reports
- Some knowledge of legal terminology forms documents and procedures
- Personal computers and software applications related to office and administrative support work

#### **Ability to:**

- Perform a wide variety of legal clerical work requiring accuracy and speed
- Prepare legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form

## LEGAL SECRETARY TRAINEE - 3

### Ability to – continued:

- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Make accurate arithmetic computations
- Maintain records and prepare reports
- Adjust to workload changes and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone calls
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents accurately and at a rate sufficient to perform duties satisfactorily
- Operate standard office equipment

### **Training and Experience:**

Qualifications needed for this position:

Two (2) years of experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties.

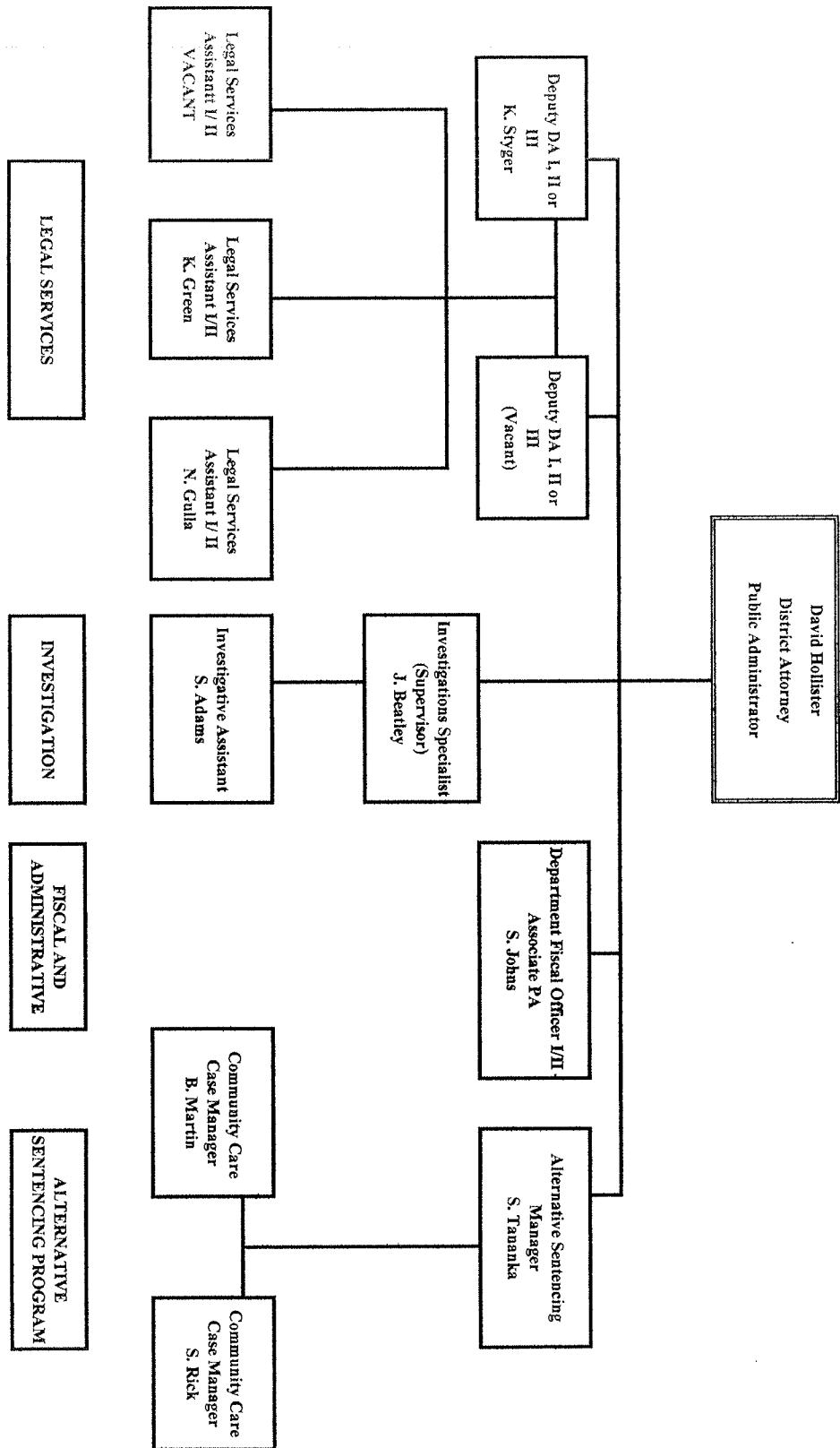
College coursework in a related field such as administration of justice, or paralegal, is highly desirable.

### **Special Requirements:**

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Plumas County District Attorney's Office  
Organizational Chart  
2020/2021





4B2,3

## 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:** April 13, 2020

**To:** The Honorable Board of Supervisors

**From:** David Hollister, District Attorney

**Subject:** Resolution and Supplemental Budget for the Alternative Sentencing Program

### **Recommendation:**

- A. Please approve the attached Board Resolution authorizing the District Attorney to execute and administer a new Grant Award Agreement for 2020 entitled The Adult Drug Court and Veterans Treatment Court Discretionary Grant Program. Total award amount \$497,802.
  
- B. The District Attorney requests the approval of a Supplemental Budget for the Alternative Sentencing Program with funding of a grant from The Adult Drug Court and Veterans Treatment Court Discretionary Grant Program for \$124,241 for year 1.

### **Background and Discussion**

On June 1, 2020, the District Attorney, submitted an application for a grant from the Department of Justice's Office of Justice Programs (OJP). The District Attorney's Alternative Sentencing Program (ASP) has received a Notification of Award from OJP for The Adult Drug Court and Veterans Treatment Court Discretionary Grant Program. The award amount is \$497,802 spread across the next three years. These funds will be used to enhance the current Plumas County Community Justice Court (CJC). The CJC is the result of a multi-year collaboration between the ASP and a robust group of Plumas County partners to expand and sustain access to evidence-based treatment and supervision for offenders currently participating in our three problem-solving court calendars. These calendars include: (1) the Proposition 47 Diversion Program; (2) the AB1810 Calendar (Mental Health); and (3) the CJC (Adult Drug Court). In addition to fostering the current problem-solving calendars, the ASP and its partners plan to develop and implement a new Mental Health (Co-Occurring) Calendar to enhance the current CJC.

A supplemental budget for \$124,241 is required in department 70307 in order to comply with the terms and conditions of the grant project agreement.

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

**RESOLUTION No. 20-**

**WHEREAS** the Plumas County Board of Supervisors desires to participate in the Adult Drug Court and Veterans Treatment Courts Program supported by federal grant funds and administered by the Office of Justice Programs (hereafter referred to as OJP) and Department of Justice (hereafter referred to as DOJ).

**NOW, THEREFORE, BE IT RESOLVED** that the District Attorney of Plumas County is authorized on behalf of the Board of Supervisors to submit the grant proposal for this funding and to accept the award for the attached application for October 1, 2020 to September 30, 2023 from DOJ and is authorized to sign on behalf of the Board the Grant Agreement including any extensions or amendments thereof.

**IT IS AGREED** that any liability arising out of the performance of this Grant Award, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The Board of State and Community Corrections disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**BE IT FURTHER RESOLVED** that the county agrees to abide by the statutes and regulations governing the federal Adult Drug Court and Veterans Treatment Courts Program as well as the terms and conditions of the Grant Agreement as set forth by the DOJ.

**IT IS ALSO RESOLVED** that grant funds received hereunder shall be deposited with the Plumas County Treasurer and budgeted in accordance with California law and Plumas County policy.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on April 13, 2021 by the following:

**Vote: Ayes:**

**Noes:**

**Absent:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Heidi Putnam, Clerk of the Board  
Plumas County Board of Supervisors

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

&lt;div[](https://i.imgur.com/3Q1GZLW.png)

Dept. District Attorney - Alternative Sentencing      Dept. No.: 70307      Date: 3/23/21

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

## &lt;div[](https://i.imgur.com/3Q1nXGK.png)

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

TRANSFER TO:

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 account 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) **Supplemental Budget for unanticipated Revenue**

B) **N/A**

C) **N/A**

D) **Grant funding was not finalized until after the Budget Hearings**

Approved by Signing Authority:

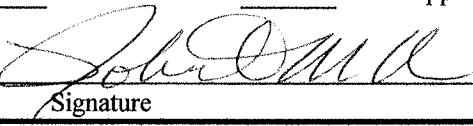


3/23/2021

/ Approved/Recommended

*Shirley Johnson*  
County Administrative Officer

/ Disapproved/Not Recommended

  
4/1/21

Signature

Board Approval Date:

Agenda Item No.

Clerk of the Board signature

Date Entered by Auditor Controller

Initials

Original and 1 copy of ALL 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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  County of Plumas 520 Main St., Ste. 404 Quincy, CA 95971-9116		4. AWARD NUMBER: 2020-DC-BX-0069
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023
		6. AWARD DATE 7. ACTION
2a. GRANTEE IRS/VENDOR NO. 946001528		8. SUPPLEMENT NUMBER 00 Initial
2b. GRANTEE DUNS NO. 148985323		9. PREVIOUS AWARD AMOUNT \$ 0
3. PROJECT TITLE Enhancement of the Plumas County Community Justice Court		10. AMOUNT OF THIS AWARD \$ 497,802
		11. TOTAL AWARD \$ 497,802
12. SPECIAL CONDITIONS  THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		
13. STATUTORY AUTHORITY FOR GRANT  This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  16.585 - Drug Court Discretionary Grant Program		
15. METHOD OF PAYMENT  GPRS		

AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Gabriel Hydrick County Administrator David Hollister, SBN 162450 Plumas County District Attorney 520 Main Street, Room 404 Quincy, CA 95971	

17. SIGNATURE OF APPROVING OFFICIAL  		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  	19A. DATE  3/18/2021
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AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES				21. VDCUGT2703			
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG. SUB.	POMS	AMOUNT	
X	B	DC	80	00	00	497802	



PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

*SPECIAL CONDITIONS*

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

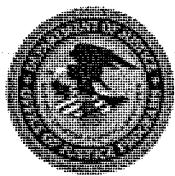
**3. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

**4. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmcts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVV, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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AWARD DATE

*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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AWARD DATE

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.



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***SPECIAL CONDITIONS***

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**10. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**11. All subawards ("subgrants") must have specific federal authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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AWARD DATE

*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

**SCOPE.** This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVV, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



PROJECT NUMBER

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***SPECIAL CONDITIONS***

**24. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**26. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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*SPECIAL CONDITIONS*

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-DC-BX-0069 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



PROJECT NUMBER 2020-DC-BX-0069

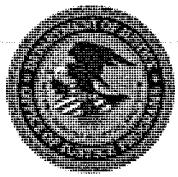
AWARD DATE

*SPECIAL CONDITIONS*

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. Verification and updating of recipient contact information  

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
35. Justification of consultant rate  

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).



PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

***SPECIAL CONDITIONS***

38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

40. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.

41. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

42. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.

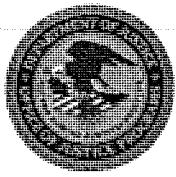


PROJECT NUMBER 2020-DC-BX-0069

AWARD DATE

*SPECIAL CONDITIONS*

43. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a “violent offender” means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
46. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for County of Plumas

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



4C1

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Kevin Correira**  
Director

Board Meeting: April 13, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Facility Services and Airports to recruit and Hire one full time Building and Grounds Maintenance worker I to replace an employee that transferred to Animal Control

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### **Background**

Facilities would like to advertise for a full time Building and Grounds Maintenance Worker I to fill a recent resignation in our department, this is a budgeted position and will not change the budget

### **Recommendation**

Approve and Authorize Facility Services to recruit for a new full time building and Grounds Maintenance Worker I.

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*yes*

2. Why is it critical that this position be filled at this time?

*To maintain current level of productivity*

3. How long has this position been vacant?

*2 weeks*

4. Can the department use other wages until the next budget cycle?

*No need*

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

*unknown*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*This is an allocated position that was just*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July

*1<sup>st</sup>? LACK OF PRODUCTIVITY*

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

*n/a*

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

*no*

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

*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*

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

*unknown*

## BOARD AGENDA REQUEST FORM

Department: Facility Services

Authorized Signature: 

Board Meeting Date: 04/13/2021

Consent Agenda:  Yes  No

Request for 2 minutes for presentation  
(If a specific time is needed, please contact the Clerk of the Board directly.)

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

A. Approve and Authorize Facility Services and Airports to recruit and hire one full time Building and Grounds Maintenance Worker I to replace a recent resignation.

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

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

### Review by Necessary Departments:

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

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

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  N   
Signed? (Y  N

Budget Transfers Sheets:

Signed? (Y  N

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

#### Publication:

Clerk to publish on \_\_\_\_\_.  Notice attached and e-mailed to Clerk.  
 Notice to be published \_\_\_\_ days prior to the hearing. \_\_\_\_\_ (if a specific newspaper is required, enter name here.)  
 Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_.)  Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

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

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4CZ

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Director

Board Meeting: April 13, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Adopt Resolution "Approving Director of Facility Services and Airports to (1) submit pre-applications and applications for airport improvement program (AIP) grants, (2) Accept grant funds, and (3) Execute AIP grant agreements.

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### Background

Plumas County receives \$450,000 each year (\$150,000 per airport) from FAA grant entitlements provided that we have projects scheduled to be completed this year:

1. Crack and joint sealing design at Nervino airfield and Rogers field. Cost of both will not exceed \$28,600 each airport.
2. Environmental assessment for fence installation at Gansner field not to exceed \$180,587.00
3. COVID relief grants for \$9,000 each airport for Rogers field and Nervino airfield, and one for \$13,000 for Gansner airfield.

Also, this year we have received some COVID relief grants funds for our three airports as well.

### Recommendation

Adopt Resolution "Approving Director of Facility Services and Airports to (1) submit pre-applications and applications for airport improvement program (AIP) grants, (2) Accept grant funds, and (3) Execute AIP grant agreements.

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

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF AIRPORTS TO (1) SUBMIT PRE APPLICATIONS AND APPLICATIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS, (2) ACCEPT AIP GRANT FUNDS, AND (3) EXECUTE AIP GRANT AGREEMENTS.**

**WHEREAS**, the County of Plumas and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP); and,

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and,

**WHEREAS**, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of applications for AIP Matching grants; and,

**WHEREAS**, the need to apply for and accept federal and state grant funds and to manage the allocation of grant funds among Plumas County airports recurs regularly, and it is to the County's benefit to authorize the Director of Airports to take such actions without delay.

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

1. Authorizes the Director of Airports to file any and all applications for federal and state AIP grants for airport projects.
2. Authorizes the Director of Airports to accept the allocation of any and all federal and state AIP grant funds for airport projects.
3. Authorizes the Director of Airports to execute any and all AIP Grant Agreements and other documentation necessary to apply for and accept federal and state AIP funds for airport projects, subject to approval as to form by the Plumas County Counsel.
4. Director of Airports to bring back to the Board for review of all AIP Grant Agreements.

**BE IT FURTHER RESOLVED**, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to expenditure of AIP grant funds.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the resolution was duly adopted at said meeting by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

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Jeff Engel, Chair  
Plumas County Board of Supervisors

**ATTEST:**

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

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

4DI



*Lindsay Fuchs  
County Librarian*

DATE: March 31 2021  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize the County Librarian to recruit and fill vacant Extra-Help Literacy Program Assistant position.

**Recommendation:**

Authorize the County Librarian to recruit and fill vacant Extra Help Literacy Program Assistant position.

**Background:**

Due to resignation, the Plumas County Literacy Program out of the Quincy Branch will have a vacant Extra Help Literacy Program Assistant position. The Department is requesting to fill this vacancy.

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

**Cost:**

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Literacy budget for 20/21FY. This position starts at \$14/hr.

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*Yes, the position was funded for the 20/21FY budget. This position is crucial to continue the Plumas County Literacy program out of the Quincy Branch, which provides needed services to the community and extra funding opportunities for the Literacy Department.*

2. Why is it critical that this position be filled at this time?

*This position is vital to the operation of the Literacy Program out of the Quincy Branch, which will only have one Extra Help worker who splits her schedule with the Library Dept. We need to be able to offer more hours than our current staffing level can handle. We have moved to remote learning during COVID-19 and therefore are set-up to continue services to learners no matter which tier level the county is in/modifications to the Library's operation levels.*

3. How long has this position been vacant?

*Position will become vacant May 2021.*

4. Can the department use other wages until the next budget cycle?

*This position is Extra Help and will be using Other Wages.*

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

*Other counties who run similar programs through the Literacy and/or Library systems have similar positions.*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*Quincy Branch will need to limit service hours without this position. Programs such as Adult Services, Family Literacy, ELL & ESL, Youth Plus, and Project ALIVE will not be available to needed levels. Other programs like Project Read will be minimized due to lack of staffing. COVID-19 and the subsequent switch to remote learning requires additional time and prep work, and limits the ability to provide group instruction, which cannot be provided without additional staff hours.*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*The program and its participants are included in the reports we send to the CA State Library, which in turn decides on the grant funding distribution using a formula that includes student totals. The decrease of class sessions and therefore students (and staff hours) affects funding in future fiscal years.*

## BOARD AGENDA REQUEST FORM

Department: Literacy - 20675

Authorized Signature: 

Board Meeting Date: April 13 2021

Consent Agenda:  Yes  No

Request for 5 minutes for presentation

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

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

A. Authorize the County Librarian to recruit and fill vacant Extra-Help Literacy Program Assistant position

B.

C.

### Review by Necessary Departments:

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

HR

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

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y  N  )  
Signed? (Y  N  )

Budget Transfers Sheets:

Signed? (Y  N  )

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

#### Publication:

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

Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_ (if a specific newspaper is required, enter name here.)

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_.)  Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

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

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# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

4D2



*Lindsay Fuchs*  
County Librarian

DATE: March 31 2021  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position.

### **Recommendation:**

Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position.

### **Background:**

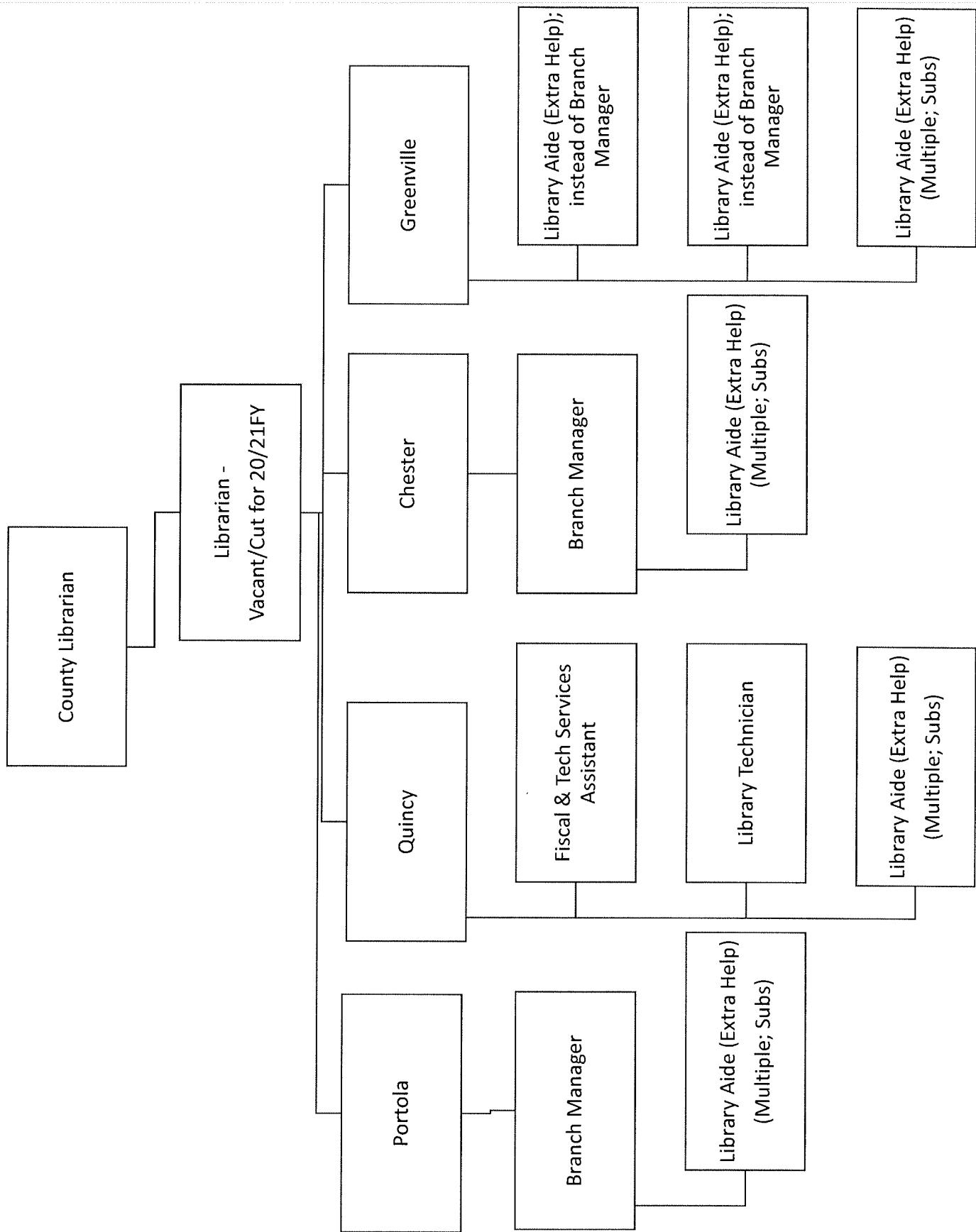
Due to resignation and reduction in available hours for current staff, Plumas County Library currently needs more Extra Help Library Aides for as-needed duties for Quincy Branch.

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

### **Cost:**

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 20/21FY. This position starts at \$14/hr.

**Organizational Chart for Plumas County Library**



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*Yes. The Library Aide position(s) for Quincy Branch were funded for the 20/21FY budget. The Extra Help Library Aide position is vital for Library operations to continue without interruption.*

2. Why is it critical that this position be filled at this time?

*Library Aides (Extra Help) are crucial to continue Plumas County Library services. Library Aides for Quincy Branch cover duties including but not limited to front desk coverage, processing materials, programming aide, and system support. Leaving these positions vacant means other staff having to cover the duties, which leads to a decrease in their ability to complete their own workloads and therefore a decrease in services for the whole system.*

3. How long has this position been vacant?

*Position will be vacant in May 2021.*

4. Can the department use other wages until the next budget cycle?

*This position is Extra Help and will be using Other Wages.*

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

*Other counties who run similar programs through the Literacy and/or Library systems have similar positions.*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*Coverage is needed to keep operations continuing.*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*The Branch cannot run without front desk coverage and other necessary duties. Current staff would need to cover the duties, which in turn would lead to a decrease in time and ability to do their current workloads and therefore lead to service reductions, which in turn cause a decrease of patrons.*

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

*N/A*

---

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

*No.*

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

*This position is Extra Help and is at-will. This is a General Fund dept.*

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

*The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.*

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

*No, the department is funded by the General Fund.*

4 EI



## PLUMAS COUNTY — DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 — Telephone (530) 283-6268 Facsimile (530) 283-6323  
John Mannie, P.E., Acting Director Joe Blackwell, Deputy Director

### CONSENT AGENDA REQUEST

For the April 13, 2021 meeting of the Plumas County Board of Supervisors

April 5, 2021

To: Honorable Board of Supervisors

From: John Mannie, Acting Director of Public Works

Subject: Authorization for the Department of Public Works/Solid Waste Division to fill the vacancy of one (1) FTE PW Solid Waste Program Manager.

*John Mannie* 4/2/21

#### Background:

The current Public Works Solid Waste Program Manager has taken a promotion to the Clerk of the Board of Supervisors, effective March 29, 2021. The result is that the Solid Waste Program Manager's position is now vacant.

The Department is requesting to fill the Solid Waste Program Manager position.

The position is funded and allocated in the proposed FY20/21 budget of the Solid Waste Division of the Department of Public Works.

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

#### Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one FTE PW Solid Waste Program Manager.

*[Handwritten checkmark]*

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QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Solid Waste Manager / Public Works Administration

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

The Solid Waste Manager provides oversight on the County's Solid Waste Franchise Contractor; coordinates with CalRecycle to maintain compliance with Federal, State and Local solid waste-related regulations and laws. The position is also responsible for developing community awareness programs pertaining to waste reduction, recycling, and proper disposal of special wastes and household hazardous waste. The position is responsible for responding to inquiries and complaints regarding solid waste and recycling programs. The position monitors, inspects, and investigates the effectiveness of pollution control programs and devices at landfills and performs routine environmental sampling.

**Why is it critical that this position be filled at this time?**

The Solid Waste Manager is critical to the County's Solid Waste Program maintaining environmental compliance with Federal, State and Local solid waste-related regulations and laws.

**How long has the position been vacant?**

Effective 3/29/2021.

**Can the Department use other wages until the next budget cycle?**

The Solid Waste Division's administration line item 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.

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

At a minimum, there will be a negative impact to the ability of the Solid Waste Division to maintain compliance with Federal, State and Local solid waste-related regulations and laws.

**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 needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?** None

**Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?** No

**Does the budget reduction plan anticipate the elimination of any of the requested positions?** No

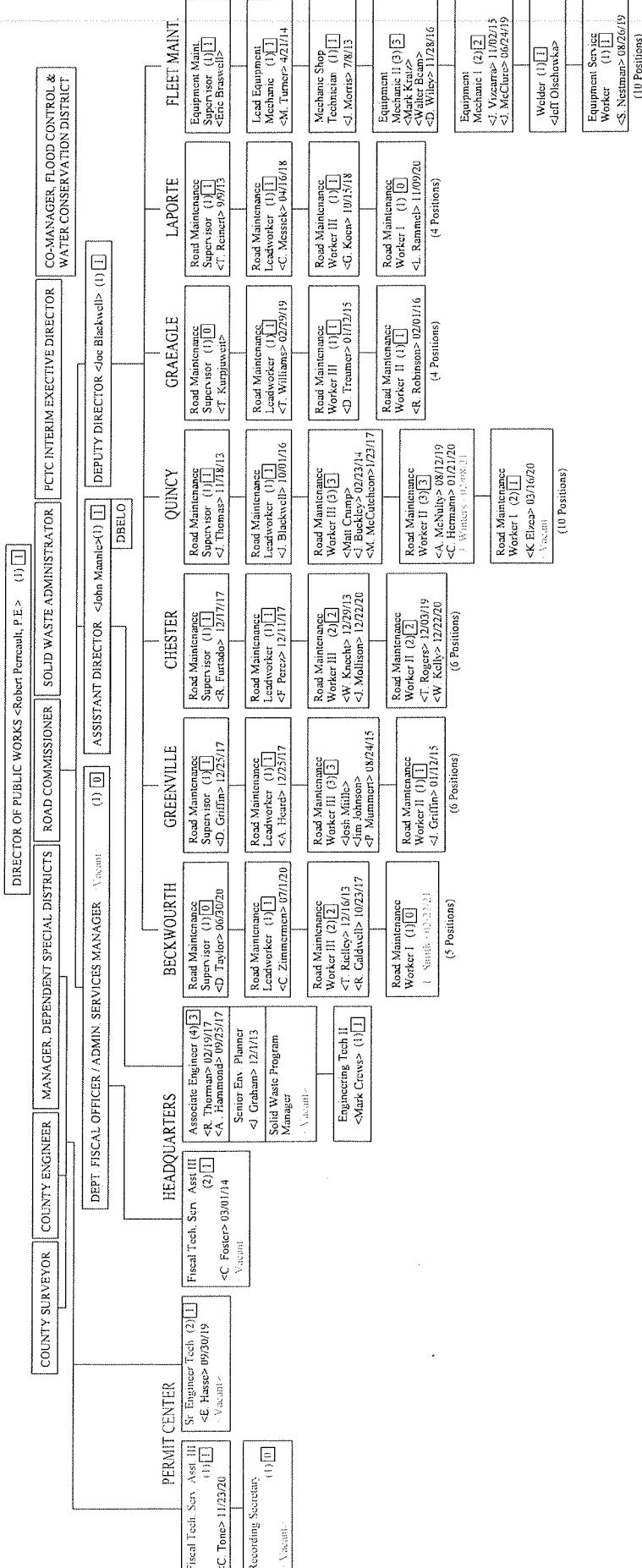
**Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

No change in General Fund support since this is already a budgeted position.

**Does the department have a reserve?**

No – special reserves are held solely for landfill closures.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



**BECKWOURTH COUNTY SERVICE AREA  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT  
55 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

4 E2

## **CONSENT AGENDA REQUEST**

for the April 13, 2021 meeting of the Plumas County Board of Supervisors

Date: April 5, 2021

To: Honorable Governing Board

From: Rob Thorman FOR: Manager, Beckwourth Community Service Area (BCSA)

Subject: Authorize Budget Transfer from Beckwourth CSA from Use of Funds Balance, to Special Department Expense (524400), within Beckwourth CSA budget, discussion and possible action. (**Four/Fifths Vote**)

John M. Hanke  
Acting Director

## BACKGROUND:

On September 28, 2020, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Department Special Districts therein for Fiscal Year 2020-2021, which included Beckwourth CSA.

Multiple emergency sewer pump repairs were required on September 25, 2020, November 3, 2020 and March 5, 2021. The expenses totaling \$12,227.46, were not expected in the FY 20/21. However, Beckwourth CSA does have additional funds in reserves in its Use of Funds Balance to transfer for payment to Plumas Sanitation and Jet Plumbing for emergency repairs.

Attached is a completed "Budget Transfer" form signed by the Acting Director and reviewed and approved by the County Auditor April 2, 2021.

## RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize Beckwourth CSA to transfer \$10,000.00 from Use of Fund Balance to Special Department Expenses.

Attachments: Budget Transfer Request, Proof of funds balance Munis report.

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

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

Department: Beckwourth CSA

Dept. No: 26080

Date 4/5/2021

The reason for this request is (check one):

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

<u>Approval Required</u>
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)

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

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) Made an emergency repair.

B) Using use of funds to cover costs.

C) The work has already been done. Invoices need to be paid.

D) No contingency budgeted.

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

Approved/ Recommended \_\_\_\_\_ Disapproved/ Not recommended \_\_\_\_\_

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

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

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

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

**INSTRUCTIONS:**

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

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

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

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

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

2645

**BECKWOURTH COUNTY SERVICE AREA**  
**C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E.*      *County Engineer and Manager, BCSA*

**AGENDA REQUEST**

for the April 6, 2021 meeting of the Plumas County Board of Supervisors

Date:      March 29, 2021

To:      Honorable Governing Board

From:      Rob Thorman FOR: Robert Perreault, Manager, Beckwourth CSA

Subject:      Approval of Payments to Jet Plumbing and Plumas Sanitation for Emergency  
Repair of BCSA Sewer Pump Without a Contract

*John Thorman*  
Acting Director

**BACKGROUND:**

On March 4, 2021, the BCSA operator, Jared Recasens, made his daily inspection of the sewer pump station and found the pump had stopped pumping and the sewer vault was quickly filling and was approximately 10 feet from the top. Jared texted Rob Thorman at approximately 8:00 AM to report the sewer pump was not running and also was not able to run in reverse.

Plumas Sanitation was called and responded mid-day to pump the wet well to prevent sewage from overflowing the wet well. Rob Thorman called Easy Rooter, John Kuipers and Jet Plumbing. Easy Rooter would take 2 days to respond, John Kuipers was not available and Jet Plumbing could respond the next morning on the 5<sup>th</sup>. The wet well was pumped sufficiently on the 4<sup>th</sup> and Plumas Sanitation was requested to be on site at 9AM to pump the wet well and be on standby while the plumber entered the wet well.

The only truck available from Plumas Sanitation was a small truck with 2,200 gallon capacity. This small truck capacity required the driver to make three trips to Delleker sewer pond to dump its contents. This severely delayed the plumbers entering the wet well until they could access the sewer pump at the bottom of the wet well. The pump truck was very inefficient in pumping the lowest portion of the wet well due to the 25 feet of head pressure to overcome.

Rob Thorman called Plumas Sanitation two times to see what other options or trucks were available, but was told no other pump trucks were available. The third call to Plumas Sanitation resulted in the owner, Lance Wehrman calling back to discuss the problem. The wet well was pumped down enough for the plumber to enter the wet well at approximately 2:15.

Jet Plumbing found that the sewer pump was not clogged with debris, but was not working and needed to be replaced. Beckwourth CSA keeps a spare pump in the pump house in the event that this happens, so Jet Plumbing pulled the burned out pump and lower and connected the spare pump. The new pump was installed and wired into the panel by approximately 3:40.

When Plumas Sanitation responded in May 2020 to pump the wet well for the plumbers to unclog the sewer pump, the biggest truck responded and was able to pump the wet well all the way down without issue in a fraction of the time. Lance reported on the phone, that the smaller truck had more suction and power for the deep wet well. He responded that the smaller truck would actually have more suction due to the suction hose being located lower on the truck. Based on the Plumas Sanitation response in May 2020, it was not foreseen that there would be an issue with the pump truck and that it would take some 5 hours including driving to Delleker 3 times with two plumbers waiting.

In the future, if Plumas Sanitation does not have their biggest pump truck available, a pump company from Reno will be called. This would be a longer drive from Reno, but could supply a pump truck with capability of pumping a 25 foot deep wet well in a fraction of the time Plumas Sanitation took with the only available small pump truck

#### **RECOMMENDATION**

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$4,966.46 and invoice from Plumas Sanitation totaling \$4,040 without a contract and to ratify all approved work performed to date.

## Tone, Carlee

---

**From:** Allen, Roberta  
**Sent:** Friday, April 2, 2021 4:56 PM  
**To:** Tone, Carlee  
**Subject:** RE: Beckwourth CSA  
**Attachments:** 20210402165559.pdf

Carlee,

I made a couple of minor changes on the budget transfer, and included the fund balance projection that was included with the 20/21 Budget for Fund 0206. The fund balance projection is proof that you have sufficient cash to increase the expenditure as requested.

Thanks,

Robert M. Allen, CPA  
Plumas County Auditor/Controller  
Phone 530-283-6248  
Fax 530-283-6442

-----Original Message-----

From: Tone, Carlee  
Sent: Friday, April 2, 2021 4:42 PM  
To: Allen, Roberta <RobertaAllen@countyofplumas.com>  
Subject: Beckwourth CSA

Hi Roberta,

I have attached the agenda requests, the invoices, budget transfer sheet, and claim. I guess it got pulled due to errors. If we do not make Mondays deadline we can try again the next meeting.

Thank you, Have a great weekend! Hoppy Easter.

Carlee Tone  
Plumas County Engineering Department  
Fiscal & Technical Services Assistant III Plumas County Engineering  
1834 E. Main St  
Quincy, Ca. 95971  
530-283-6492  
carleetone@countyofplumas.com

-----Original Message-----

From: copier@countyofplumas.com <copier@countyofplumas.com>  
Sent: Friday, April 2, 2021 4:27 PM  
To: Tone, Carlee <CarleeTone@countyofplumas.com>  
Subject: Attached Image

09/13/2020 19:00  
2098raffen

Plumas County  
BALANCE SHEET FOR 2020 13

FUND: 0206 BECKWOURTH CO. SERV. AREA / SUB-FUND 00000

NET CHANGE  
FOR PERIOD

ACCOUNT  
BALANCE

ASSETS	0206010 10100 0206011 11100	CASH - BALANCE ACCOUNTS RECEIVABLE	-4,302.76 7,124.41	9,688.86 7,124.41
		TOTAL ASSETS FOR SUB-FUND 00000	2,821.65	16,813.27
LIABILITIES	0206020 20200 0206020 20201 0206020 20230	ACCOUNTS PAYABLE ACCRUED WAGES & BENEFITS ADVANCES FROM OTHER FUNDS	-116.06 -1,013.58 .00	421.65 -1,013.58 -41,000.00
		TOTAL LIABILITIES FOR SUB-FUND 00000	-1,129.64	-41,591.93
FUND BALANCE	0206030 3000 0206030 3002 0206039 3990 0206039 3991 0206039 3992 0206039 3995 0206039 3996	RESTRICTED (UNDSGN-B) UNASSIGNED (UNRSTRCTD-B) BUDGET FUND BALANCE EXPEND BUDGET CONTROL REVENUE BUDGET CONTROL EXPENDITURE CONTROL REVENUE CONTROL	.00 .00 .00 .00 .00 5,910.53 -7,602.54	-5,445.65 34,420.33 34,227.60 -52,561.60 47,334.00 47,071.48 -51,267.50
		TOTAL FUND BALANCE FOR SUB-FUND 00000	-1,692.01	24,778.66
		TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	-2,821.65	-16,813.27
		TOTAL ASSETS FOR FUND 0206	2,821.65	16,813.27
		TOTAL LIABILITIES FOR FUND 0206	-1,129.64	-41,591.93
		TOTAL FUND BALANCE FOR FUND 0206	-1,692.01	24,778.66
		TOTAL LIABILITIES + FUND BALANCE FOR 0206	-2,821.65	-16,813.27

4  
Globalsoft

Rev 47,634  
Exp 48,175  
(SCH)

09/19/2020 08:01 2098raien		Plumas County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS		0206 FOR PERIOD 13	
PROJECTION: 20212 FY 20/21 Budget		ACCOUNTS FOR: BECKWOURTH CO. SERV. AREA		2019 ACTUAL	
		2020 ORIG BUD	2020 REVISED BUD	2020 ACTUAL	2020 PROJECTION
26080	BECKWORTH CSA				
	BECKWCSA FUND TAXES	-7,874.91	-7,254.00	-8,355.95	.00
	BECKWCSA USE OF MONEY /	-136.20	-20.00	-189.56	.00
	BECKWCSA STATE&FED AID	-56.20	-60.00	-56.32	.00
	BECKWCSA CHARGES FOR S	-41,205.42	-40,000.00	-42,665.67	.00
	BECKWCSA TRANSFERS-IN	-49,272.73	-47,334.00	-51,267.50	.00
	BECKWORTH CSA	-49,272.73	-47,334.00	-47,334.00	.00
	TOTAL BECKWOURTH CO. SERV. AREA				-47,334.00

09/19/2020 08:01 2098raien		Plumas County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS		0206 FOR PERIOD 13	
PROJECTION: 20212 FY 20/21 Budget		ACCOUNTS FOR: BECKWOURTH CO. SERV. AREA		2019 ACTUAL	
		2020 ORIG BUD	2020 REVISED BUD	2020 ACTUAL	2020 PROJECTION
26080	BECKWORTH CSA				
	BECKWCSA FUND TAXES	-7,874.91	-7,254.00	-8,355.95	.00
	BECKWCSA USE OF MONEY /	-136.20	-20.00	-189.56	.00
	BECKWCSA STATE&FED AID	-56.20	-60.00	-56.32	.00
	BECKWCSA CHARGES FOR S	-41,205.42	-40,000.00	-42,665.67	.00
	BECKWCSA TRANSFERS-IN	-49,272.73	-47,334.00	-51,267.50	.00
	BECKWORTH CSA	-49,272.73	-47,334.00	-47,334.00	.00
	TOTAL BECKWOURTH CO. SERV. AREA				-47,334.00

09/19/2020 08:18 2098raillen		Plumas County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS		P 62 bgnyrrts	
PROJECTION: 2021/2 FY 20/21 Budget		02-06		FOR PERIOD 13	
ACCOUNTS FOR: BECKWOURTH CO. SERV. AREA		2019 ACTUAL	2020 ORIG BUD	2020 REVISED BUD	2020 ACTUAL
26080	BECKWORTH CSA				
	BECKWCSA SALARIES&BENE	15,678.39	16,001.60	15,752.20	.00
	BECKWCSA SERVICES&SUPP	9,477.76	15,607.00	11,328.36	.00
	BECKCSA TRANSFERS-OUT	18,670.93	15,000.00	19,990.92	.00
	BECKWORTH CSA	43,827.08	46,608.60	47,071.48	.00
	TOTAL BECKWOURTH CO. SERV. AREA	43,827.08	46,608.60	52,561.60	.00

**BECKWOURTH COUNTY SERVICE AREA  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**

**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

*Robert A. Perreault, Jr., P.E.*

*County Engineer and Manager, BCSA*

**CONSENT AGENDA REQUEST**

for the April 13, 2021 meeting of the Plumas County Board of Supervisors

Date: April 5, 2021

To: Honorable Governing Board

From: Rob Thorman FOR: Robert Perreault, Manager, Beckwourth CSA

Subject: Approval of Payments to Jet Plumbing and Plumas Sanitation for Emergency Repair of BCSA Sewer Pump without a Contract

*Rob Thorman  
Acting Director*

**BACKGROUND:**

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Jet Plumbing found that the sewer pump was not clogged with debris, but was not working and needed to be replaced. Beckwourth CSA keeps a spare pump in the pump house in the event that this happens, so Jet Plumbing pulled the burned out pump and lower and connected the spare pump. The new pump was installed and wired into the panel by approximately 3:40.

When Plumas Sanitation responded in May 2020 to pump the wet well for the plumbers to unclog the sewer pump, the biggest truck responded and was able to pump the wet well all the way down without issue in a fraction of the time. Lance reported on the phone, that the smaller truck had more suction and power for the deep wet well. He responded that the smaller truck would actually have more suction due to the suction hose being located lower on the truck. Based on the Plumas Sanitation response in May 2020, it was not foreseen that there would be an issue with the pump truck and that it would take some 5 hours including driving to Delleker 3 times with two plumbers waiting.

In the future, if Plumas Sanitation does not have their biggest pump truck available, a pump company from Reno will be called. This would be a longer drive from Reno, but could supply a pump truck with capability of pumping a 25 foot deep wet well in a fraction of the time Plumas Sanitation took with the only available small pump truck

## **FISCAL IMPACT**

Funding for emergency repairs is via budget transfers and cash balance transfer to Special Department Expense budget item.

## **RECOMMENDATION**

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$4,966.46 and invoice from Plumas Sanitation totaling \$4,040 without a contract and to ratify all approved work performed to date.

JET Plumbing, Heating & Drain Services  
 1553 Hymer Avenue  
 Sparks, NV 89431  
 Phone: (775) 331-3933  
 Fax: (775) 331-5584

INVOICE NUMBER 318360

**BILL TO:**  
 BECKWORTH COMMUNITY SERVICE AREA  
 1834 E MAIN ST  
 QUINCY, CA 95971

**WORK ADDRESS:**  
 BECKWORTH COMMUNITY SERVICE AREA  
 80956 HIGHWAY 70  
 BECKWORTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
03/05/2021	42384		COD	318360	33755

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR1	SERVICE LABOR - PLUMBING CREW RATE OT	9.00	500.00	4,500.00
EQUIP-MISC	CONFINED SPACE	1.00	300.00	300.00
MAC1	Consumables, Gas, Flux, Glue	1.00	13.95	13.95
MAC2	COVID, PPE, Safety Etc	1.00	4.95	4.95
F	Trip Charge	1.00	146.00	146.00

Sales Total	4,964.90
Disc. Amount	0.00
Tax Total	1.56
Net Amount	4,966.46

LIFT STATION -  
 PUMP LIFT STATION SEVERAL TIMES, INSTALL CUSTOMER SUPPLIED PUMP, TEST GOOD  
 NO WARRANTY ON LIFT STATIONS

**Plumas Sanitation, Inc.**

CA License #958997  
 73762 Industrial Dr.  
 Portola, CA 96122  
 Phone (530) 832-0370  
 Fax (530) 832-0373

**Invoice**

Number: 18460

Date: 09-Mar-2021

P.O. Number:

Job Description:

Order Num: 18460

Serviced 05-Mar-2021

BILL TO: 1014

Beckwourth County Service Area  
 1834 E. Main St  
 Quincy, CA 95971

JOB SITE

Rob Thorman  
 81590 Hwy 70  
 Beckowurth Lift Station  
 Beckwourth, CA 96129

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 3/4/21 - pumped 4400gal	\$1,320.00	No	\$1,320.00
1	Standby Time 3/5/21 - pumped 7,400gal	\$2,220.00	No	\$2,220.00
1	Standby Time 3/5/21 - 9:15am to / Repairing pump at lift station	\$500.00	No	\$500.00

Taxable Amount \$0.00	Tax Rate 0	Tax Description \$0.00	Subtotal NonTaxed: \$4,040.00
			Subtotal Taxable: \$0.00
			Subtotal Tax: \$0.00
Payment Terms Net 30	Payment \$0.00	Adjustment \$0.00	Late Charge \$0.00
			Please Pay: <b>\$4,040.00</b>

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From:

Please detach here and return the bottom portion with your payment.

Beckwourth County Service Area  
 1834 E. Main St  
 Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
18460	18460	09-Mar-2021	\$4,040.00

To:**Plumas Sanitation, Inc.**

CA License #958997  
 73762 Industrial Dr.  
 Portola, CA 96122