



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF

MARCH 1, 2022 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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

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. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; 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. CLERK OF THE BOARD

Approve Board Minutes for February 2022 [View item](#)

B. ENVIRONMENTAL HEALTH

Approve and authorize the Chair to sign agreement between Plumas County and the California Association of Environmental Health Administrators (CAEHA), to administer the debris removal from the Dixie and Beckwourth Fires; not to exceed \$165,000.00; approved as to form by County Counsel.
[View item](#)

C. PUBLIC HEALTH

- 1) Authorize no contract payment of \$1,500.00 to Top Mop Janitorial Services; for services provided through December 31, 2021 [View item](#)
- 2) Approve and authorize the Chair to sign amendment to grant agreement between Plumas County and Public Health Institute in the amount of \$251, 756.00; approved as to form by County Counsel.
[View item](#)

D. SHERIFF

- 1) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Little Norway Marine Service; for general boat repair on an as needed basis; not to exceed \$25,000.00; approved as to form by County Counsel [View item](#)
- 2) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's office and Berry Enterprises, Inc., dba Sierra Electronics, to provide 24/7 response to all communication infrastructure needs as well as shop, and depot level repair of mobile and portable radios; not to exceed \$350,000.00; Approved as to form by County Counsel. [View item](#)

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Flood Control & Water Conservation District Governing Board

3. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – John Mannle

Consider appointing a Plumas County Supervisor as a representative and an Alternate to serve as a member of the Flood Control Water Forum; to determine the use of settlement funds; discussion and possible action. [View item](#)

Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors

4. DEPARTMENTAL MATTERS

A. AUDITOR/ CONTROLLER – Bianca Harrison

Adopt **RESOLUTION** to revise Plumas County Position Allocation for Auditor to Flexibly Allocate the Position of Assistant Auditor Controller for Department 20040; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View item](#)

B. ENVIRONMENTAL HEALTH - Rob Robinette

- 1) Approve \$7,924.39 budget transfer for support provided during the Dixie Fire and Beckwourth Fire emergency; from regular wages, acct. # 51000, into overtime wages, acct. # 51060; discussion and possible action. **Four/ fifths roll call vote** [View item](#)
- 2) Approve \$2,872.96 budget transfer for short term Environmental Health support Staffing provided during the Dixie Fire; from regular wages, acct. # 51000, into other wages, acct. # 51020; discussion and possible action. **Four/ fifths roll call vote** [View item](#)
- 3) Authorize supplemental budget of \$6,781.94, for receipt of unanticipated revenue from reimbursement of the 2020 North Complex Fire, acct. #46253; and approve \$6,781.94 budget transfer to replace aging computers for environmental Health Staff; from CO Disaster Response acct. #46253 into Computer Hardware acct. # 529851; discussion and possible action.

Four/ fifths roll call vote [View item](#)

C. FACILITY SERVICES – JD Moore Interim Director

Authorize the Interim Director of Facility Services to recruit and fill, vacant Extra Help position at the Taylorsville Campground; vacancy due to retirement; discussion and possible action [View item](#)

D. HUMAN RESOURCES – Nancy Selvage

Adopt **ORDINANCE**, first introduced on February 15, 2022, amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries: Elected Officials); approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View item](#)

E. LIBRARY – Lindsay Fuchs

Approve and authorize the County Librarian to sign the State Funded Grant “Stronger Together: Improving Library Access” Award Agreement, and Certificate of Compliance for the award amount of \$200,000.00, for purchase of “Bookmobile”; discussion and possible action [View item](#)

F. PROBATION - Keevin Allred

Adopt **RESOLUTION** to establish additional Plumas County Probation Department policies and procedures through Lexipol; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View item](#)

G. PUBLIC HEALTH – Dr. Dana Loomis

- 1) Adopt **RESOLUTION** to amend the FY 2021-2022 County Personnel Allocation for the Public Health Agency, Budget Unit 70560; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View item](#)
- 2) Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Licensed Vocational Nurse (LVN) I/ II or Registered Nurse (RN) I/ II Position; discussion and possible action. [View item](#)

- 3) Authorize the Director of Public Health to recruit and fill, funded and allocated; 0.875 FTE Permanent Head Cook position; 0.675 FTE Permanent Driver Position; and one Extra-Help position; discussion and possible action. [View item](#)
- 4) Adopt **RESOLUTION** to Amend the FY 2021-2022 County Personnel Allocation to add 1.0 FTE to the Health Education Series position in Budget Unit 70560; and authorize Human Resources to Recruit and fill the position; discussion and possible action. **Roll call vote** [View item](#)

H. PUBLIC WORKS - ROAD – John Mannie

Approve \$75,000.00 budget transfer for overtime wages due to unforeseen circumstances; from Professional Services acct. #521900, into Overtime Wages acct. #51060; discussion and possible action. **Four/ fifths roll call vote** [View item](#)

I. PUBLIC WORKS – SOLID WASTE – John Mannie

- 1) Adopt **RESOLUTION** indicating Plumas County's intention to comply with California State Bill 1383 regulations regarding organic waste; discussion and possible action. **Roll call vote** [View item](#)
- 2) **10:00 - Conduct a Public Hearing:**
 - a. Receive a report and recommendation from the Public Works regarding proposed rate increase of 2.5% at transfer stations and for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located within Franchise Area #2; as operated by franchise contractor Intermountain Disposal, Inc.
 - b. Adopt **RESOLUTION** establishing revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Area #2 (Operated by Intermountain Disposal Inc.); approved as to form by County Counsel; discussion and possible action **Roll call vote** [View item](#)

J. SHERIFF – Todd Johns

Authorize the Sheriff's Office to recruit and fill grant funded and allocated 1.0 FTE Victim Witness Advocate, and establish a hiring pool for this position; vacancy due to resignation; discussion and possible action. [View item](#)

K. SOCIAL SERVICES – Neal Caiazzo

Authorize the Director of Social Services to recruit and fill vacant 1.0 FTE Information Services Technician position; vacancy due to retirement; discussion and possible action. [View item](#)

5. BOARD OF SUPERVISORS

- A. Review the ARPA grant fund recommendations; discussion/ direction and possible action. [View Item](#)
- B. Direction to Planning Department Staff to start process regarding VRBO/ TOT Ordinance; discussion and possible action.
- C. **APPOINTMENTS**
 - 1) Appoint David M. Caldeira to the Quincy Design Review Committee; discussion and possible action.
 - 2) **FEATHER RIVER RESOURCE CONSERVATION DISTRICT**
Reappoint Bethany Johnson Howell to the Feather River Resource Conservation District to fill a vacancy due to expiration of term; discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. CLOSED SESSION

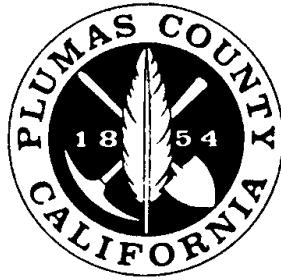
ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public employee appointment or employment – County Administrator/ Risk Management
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section §54956.9 (Workers compensation Case No. TIBV-548140)
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases) **View item**
- E. 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
- F. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 8, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 1, 2022

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.

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Public Comment Opportunity/Written Comment

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

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Gretchen Stuhr led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Per Gretchen Stuhr, County Counsel, it was stated that Nancy Selvage, Human Resources Director requested that Item 4B has been moved to meeting scheduled for 02/15/2022

PUBLIC COMMENT OPPORTUNITY

Pastor George offered a prayer.

Rose Buzzetta commented regarding the mandates related to the Covid-19 virus.

Josh Hart commented regarding opposition to the permitting of cell towers in residential neighborhoods.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Gabriel Hydrick made an announcement regarding his resignation – and read his resignation letter to the Board of Supervisors.

ACTION AGENDA

1.  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2.  **DISASTER RECOVERY OPERATIONS** - Gabriel Hydrick and Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

3.  **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**.

Motion: Approve the following consent agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. AGRICULTURE /WEIGHTS AND MEASURES

Approve and authorize the Chair to sign amendment to agreement #20-0199 between Plumas County and California Department of Food and Agriculture for FY 2021-2022 Pest Detection Trapping; total contract not to exceed \$16,568.00; approved as to form by County Counsel

B. CLERK OF THE BOARD

Approve Board Minutes for January 2022.

C. PUBLIC WORKS

1. Approve and authorize the Chair to sign and ratify agreement between Plumas County Public Works and Ferrellgas; for the purchase of propane fuel for Chester, Quincy, and Graeagle Maintenance Yards; not to exceed \$8,500.00; approved as to form by County Counsel
2. Approve and authorize the Chair to sign agreement between Plumas County Public Works and Plumas Tire Supply; for maintenance and repair of the Chester Maintenance yard fleet; not to exceed \$3,000.00; approved as to form by County Counsel
3. Review and approve the Gold Lake Forest Highway Rehabilitation Project Fund Transfer agreement and Adopt **RESOLUTION No. 22-8656** authorizing the Director of Public Works to execute all project related documents and agreements; County's portion of Project is estimated to cost approximately \$8,876,000.00. The required local match of \$876,000 will be covered by Toll Credits which means no net cost to the County; approved as to form by County Counsel

D. SHERIFF

Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Kassbohrer All Terrain Vehicle, Inc.; to provide equipment repair on an as needed basis; not to exceed \$20,000.00; approved as to form by County Counsel

4.  DEPARTMENTAL MATTERS

A. FAIRGROUNDS – John Steffanic

Approve supplemental budget in Fair Fund 005, Department 20190, of \$76,407.66; for reimbursement of utility expenditures and expenditures in other wages; discussion and possible action

Four/ fifths roll call vote

Motion: Approve supplemental budget in Fair Fund 005, Department 20190, of \$76,407.66; for reimbursement of utility expenditures and expenditures in other wages., **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

B.  HUMAN RESOURCES – Nancy Selvage

Adopt **RESOLUTION** to amend the FY 2021-2022 Job Classification Plan for Behavioral Health Unit Supervisor – Nursing #70570; and authorize Behavioral Health to recruit and fill 1.0 FTE Behavioral Health Unit Supervisor Position. **Roll call vote**

This matter has been moved to regularly Scheduled Board of Supervisors Meeting on 02/15/2022

C.  INFORMATION TECHNOLOGY – Greg Ellingson

Review County's business process management software, discussion and possible action.

- Greg Ellingson gave a brief update on the management software and processes. Following a brief discussion, the IT department and staff were directed to bring this back on the 15th with a clear plan and path going forward.

D.  **LIBRARY** – Lindsay Fuchs

Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Library and Plumas Unified School District, to use one of the classroom and access nearby bathrooms in the Greenville Elementary School as a temporary location of the Greenville Library; not to exceed \$6,600.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Library and Plumas Unified School District, to use one of the classroom and access nearby bathrooms in the Greenville Elementary School as a temporary location of the Greenville Library; not to exceed \$6,600.00, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

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

1. Adopt **RESOLUTION** authorizing the Director of Public Health to accept Area Agency on Aging grant funds in the amount of \$322,857.00; and execute Area 3 Agency on Aging grant agreements for the fiscal year 2021-2022; for nutritious meals and transportation services to seniors; approved as to form by County Counsel **Roll call vote**
2. Adopt **RESOLUTION** authorizing the Public Health Director to execute the 5310 application and submit associated documents for Federal Funding under the FTA Section (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with the California Department of Transportation; approved as to form by County Counsel **Roll call vote**

Motion: Approve both items 4E 1&2 and Adopt both **RESOLUTION No. 22-8657** authorizing the Director of Public Health to accept Area Agency on Aging grant funds in the amount of \$322,857.00; and execute Area 3 Agency on Aging grant agreements for the fiscal year 2021-2022; for nutritious meals and transportation services to seniors; and **Adopt RESOLUTION No. 22-8658** authorizing the Public Health Director to execute the 5310 application and submit associated documents for Federal Funding under the FTA Section (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with the California Department of Transportation, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Engel.

3. Authorize supplemental budget request of \$119,625.00 for receipt of unanticipated California Equitable Recovery Initiative (CERI) grant funds **Four/ fifths roll call vote**

Motion: Authorize supplemental budget request of \$119,625.00 for receipt of unanticipated California Equitable Recovery Initiative (CERI) grant funds, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

F.  **SHERIFF** – Todd Johns

1. Authorize fixed asset purchase of New 2021 Polaris RZR from local vendor, Gott Powersports, for the Sheriff's OHV/OSV program; amount not to exceed \$22,200.00; discussion and possible action

Motion: Authorize fixed asset purchase of New 2021 Polaris RZR from local vendor, Gott Powersports, for the Sheriff's OHV/OSV program; amount not to exceed \$22,200.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

2. Adopt **RESOLUTION** authorizing the Sheriff to apply for and receive grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8659** authorizing the Sheriff to apply for and receive grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

G.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

1. Approve supplemental budget for Fund 0159, Department 40059, Account 520525 CALPERS PARS CONTIBUTION in the amount \$500,000.00; to facilitate transfer to PARS to fund unfunded liabilities; discussion and possible action **Four/fifths roll call vote**

Motion: Approve supplemental budget for Fund 0159, Department 40059, Account 520525 CALPERS PARS CONTIBUTION in the amount \$500,000.00; to facilitate transfer to PARS to fund unfunded liabilities, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

2.  Receive an update on the ARPA Public Survey; discussion, direction and possible action Gabriel Hydrick gave a brief update - matter to continue to the Board February 15, 2022

5.  **BOARD OF SUPERVISORS**

- A.  Accept resignation from County Administrator, Gabriel Hydrick; effective February 27, 2022; and direct Human Resources to begin recruitment to fill position; discussion and possible action

Motion: Accept resignation from County Administrator, Gabriel Hydrick; effective February 27, 2022,

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

- B.  Approve and authorize the Chair to sign a Letter of Support for funding assistance from CAL-Fire for the Lassen Fire Safe Council's re-forestation project. The actual project would be to support reforestation in the Beckwourth Fire footprint; discussion and possible action

Motion: Approve and authorize the Chair to sign a Letter of Support for funding assistance from CAL-Fire for the Lassen Fire Safe Council's re-forestation project. The actual project would be to support reforestation in the Beckwourth Fire footprint, **Action:** Approve, **Moved by** Supervisor Goss,

Seconded by Supervisor Engel.

Motion passed unanimously.

C.  **Appointments:**

1.  **PLUMAS COUNTY BOARDS, COMMISSIONS, AND COMMITTEES**

Appoint and/ or re-appointment of members to the Plumas County Boards, Commissions, and Committees

Motion: Approve Appointments and re-appointments of the Plumas County Boards Commissions and Committee members per the Plumas County Board of Supervisors discussion and review. **Action:** Approve, **Moved by** Supervisor Thrall, Seconded by Supervisor Engel.
Motion passed unanimously.

2.  **CHESTER CEMETERY DISTRICT BOARD**

Appoint David Price to the Chester Cemetery District; discussion and possible action.

Motion: Appoint David Price to the Chester Cemetery District, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.

3.  **GREENHORN CREEK CSD BOARD**

Appoint Amanda Higgins to the Greenhorn Creek Community Service District Board; discussion and possible action

Motion: Appoint Amanda Higgins to the Greenhorn Creek Community Service District Board,
Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

D.  **CORRESPONDENCE**

Correspondence regarding the speed of traffic HWY 36 on Main Street in Chester.

Correspondence regarding garbage service, lack of pick-up, and timely service, and a lack of Recycling. Correspondence regarding Covid related mandates.

Correspondence regarding similar items as discussed above.

Correspondence regarding Fire District Consolidation, individual who had property in the Beckwourth Complex code violation.

Correspondence regarding Waste Management trash pickup issues, and soil sampling in Greenville.

E. **MEETINGS/ INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Thrall regarding issues related to County Government and include Transportation Commission Meeting, The Gateway Monument Project meeting, Nortech meeting, and a meeting with the Sierra Nevada Conservancy to welcome Supervisor Ceresola.

Reported by Supervisor Hagwood regarding issues related to County Government and include the Transportation Commission Meeting, a meeting with representatives from Waste Management, a meeting with a constituent regarding the future Indian Valley Hospital Site.

Reported by Supervisor Ceresola regarding issues related to County Government and include a meeting with the Sierra Nevada Conservancy was accepted onto the Board and was appointed as Chair.

Reported by Supervisor Engel regarding issues related to County Government and include the Transportation Commission Meeting, and various meetings with constituents.

Reported by Supervisor Goss regarding issues related to County Government and include a meeting with the Dixie Fire Collaborative, and various meetings with constituents.

6.  **CLOSED SESSION**

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

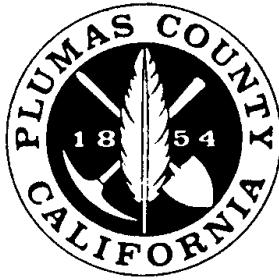
- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- B. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112
- D. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- E. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3) Cases

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

There was no reportable action taken in Closed Session

 **ADJOURNMENT**

Adjourned meeting to Tuesday, February 8, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 8, 2022

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Trinity Stirling led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Add item as urgent: Approve and authorize the Chair to sign letter of support regarding the Plumas County Fire Safe Council Fire Safe Programs;

Motion: Add item as urgent: Approve and authorize the Chair to sign letter of support regarding the Plumas County Fire Safe Council Fire Safe Programs; , **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

Behavioral Health Item 3A3 was removed from Consent Matters – pending an Addendum to Contract agreement.

PUBLIC COMMENT OPPORTUNITY

Pastor George offered prayer.

Linda Margaretic commented regarding disappointment in the cancellation of the Town Hall, and other matters. Cliff Sutton comment regarding disappointment in the Health Departments cancellation of the Town Hall.

Rose Buzzetta commented regarding her opposition to the permitting of the cell towers, and other matters.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

None announcements this time

ACTION AGENDA

PUBLIC HEALTH AGENCY – Dr. Dana Loomis

Report and update on COVID-19; receive report and discussion

DISASTER RECOVERY OPERATIONS - Gabriel Hydrick and Pamela Courtwright

Report and update Dixie Fire Recovery efforts; receive report and discussion

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**.

Motion: Excluding Behavioral Health Item 3A3; Approve the following Consent Agenda matters, as submitted,

Action: Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. BEHAVIORAL HEALTH

- 1) Authorize no contract payment of \$260.01 to Folchi Logging and Construction Inc. for snow removal services at Portola Wellness Center.
- 2) Authorize no contract payment of \$984.00 to Adventist Health for outpatient services provided.
- 3) Authorize no contract payment of \$19,580.00 to Heritage Oaks Hospital for psychiatric therapy services. – **This matter was removed from the Consent Agenda**
- 4) Approve and authorize the Director of Behavioral Health to sign part two of the agreement between Plumas county and the Department of Health Care Services – for a funding opportunity that will provide Behavioral Health with updated Electronic Health Records software system, EHR Licenses, desktop towers, laptops, and monitors; approved as to form by County Counsel

B. INFORMATION TECHNOLOGY

Approve purchase and payment for Cohesity Backup and Disaster Recovery Hardware and 3 years of software support; not to exceed \$63,902.65; included in the approved 2021-2022 budget as well as being submitted as an ARPA request.

C. PUBLIC HEALTH

- 1) Approve and authorize the Chair to sign and ratify Memorandum of Understanding between Plumas County Public Health and Sierra Cascade Family Opportunities (SCFO); to obtain and implement CalFresh/ SNAP-Ed approved education curriculum at local schools; not to exceed \$4,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Director of Public Health to sign Amended Grant Agreement between Plumas County and the California Department of Public Health (CDPH) ; to receive funds used to assist local health departments in preventing and controlling vaccine-preventable diseases; approved as to form by County Counsel

D. PUBLIC WORKS

Approve and authorize the Chair to sign agreement between Plumas County and Clint's Tree Service; for the removal of 4 trees within the town of Quincy; not to exceed \$18,500.00; approved as to form by County Counsel

E. SHERIFF'S OFFICE

Approve and authorize the Chair to ratify and sign agreement between Plumas County and the City of Portola, for Plumas County Sheriff's Office (PCSO) to provide Law Enforcement Services to the City of Portola; not to exceed \$130,000.00; effective July 1, 2021 through June 30, 2022; approved as to form by County Counsel

4.  SIERRA BUTTES TRAIL STEWARDSHIP - Trinity Stirling

Connected Communities Project update

5.  DEPARTMENTAL MATTERS

A.  CLERK RECORDER/ ELECTIONS – Marcy DeMartile

- 1) Authorize the County Clerk Recorder to recruit and fill, vacant Extra Help position for the Recorder's Division; this position is included in the approved 2021-2022 department budget; discussion and possible action

Motion: Authorize the County Clerk Recorder to recruit and fill, vacant Extra Help position for the Recorder's Division; as included in the approved 2021-2022 department budget, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

- 2)  Adopt **RESOLUTION** approving agreement between Plumas County and the California Secretary of State under the terms of the Help America Vote Act (HAVA); and authorize the County Elections Official, as agent, to conduct all negotiations, execute and submit all documents accordingly; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION NO. 22-8660** approving agreement between Plumas County and the California Secretary of State under the terms of the Help America Vote Act (HAVA); and authorize the County Elections Official, as agent, to conduct all negotiations, execute and submit all documents accordingly, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood

B. **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** to amend the FY 2021-2022 Job Classification Plan for Behavioral Health Unit Supervisor – Nursing #70570; and authorize Behavioral Health to recruit and fill 1.0 FTE Behavioral Health Unit Supervisor Position; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION NO. 22-8661** to amend the FY 2021-2022 Job Classification Plan for Behavioral Health Unit Supervisor – Nursing #70570; and authorize Behavioral Health to recruit and fill 1.0 FTE, Behavioral Health Unit Supervisor Position, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

C.  **INFORMATION TECHNOLOGY** – Greg Ellingson

- 1) Approval of payment of \$19,199.00, to Moxfive for assistance with email data base corruption recovery prior to office 365 migration stemming from network breach in November 2021; discussion and possible action.
- 2) Approval of payment of \$12,301.50, to Baker & Hostetler LLC for legal assistance post network breach in November of 2021; discussion and possible action.
- 3) Approval of payment of \$4,387.00 to Dauntless Discover for data assessment in response November 2021 network breach; discussion and possible action.

Motion: Approve IT Items 5C (1-3) and Approve payment of \$19,199.00, to Moxfive for assistance with email data base corruption recovery prior to office 365 migration stemming from network breach in November 2021; approve payment of \$12,301.50, to Baker & Hostetler LLC for legal assistance post network breach in November of 2021; and Approve payment of \$4,387.00 to Dauntless Discover for data assessment in response November 2021 network breach, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

D.  **LIBRARY** – Lindsay Fuchs

Authorize the County Librarian to recruit and fill, vacant, Extra Help Library Aide position for Greenville Library temporary location; discussion and possible action

Motion: Authorize the County Librarian to recruit and fill, vacant, Extra Help Library Aide position for Greenville Library temporary location, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

E.  **PUBLIC WORKS/ ROAD** – John Mannle

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Chester Maintenance District; vacancy due to transfer; discussion and possible action
- 2) Authorize the Public Works/ Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Quincy Maintenance District; vacancy due to promotion; discussion and possible action

Motion: Approve Items 5E(1 & 2) to Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Chester Maintenance District; and Authorize the Public Works/ Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Quincy Maintenance District;

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

- 3) Adopt **RESOLUTION** vacating portions of Beckwourth – Genesee Rd. between Mileposts 2.0 and 3.0 (this section is now bypassed by a new road alignment constructed by the U.S. Department of Transportation Federal Highway Administration); approved as to form by County Counsel; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION NO. 22-8662** vacating portions of Beckwourth – Genesee Rd. between Mileposts 2.0 and 3.0 (this section is now bypassed by a new road alignment constructed by the U.S. Department of Transportation Federal Highway Administration); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion passed (**summary:** Yes = 4, No = 0, Abstain = 1).

Yes: Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Abstain: Supervisor Ceresola.

F.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Receive an update on the ARPA Public Survey; discussion and possible action

- **Following a question and answer session and brief discussion, this matter is continued to the Board of Supervisors regularly scheduled meeting on March 1, 2022**

6.  **BOARD OF SUPERVISORS**

ADDED ITEM:

Approve and authorize the Chair to sign letter of support regarding the Plumas County Fire Safe Council Fire Safe Programs; discussion and possible action

Motion: Approve and authorize the Chair to sign letter of support regarding the Plumas County Fire Safe Council Fire Safe Programs; discussion and possible action, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- A.  Approve and authorize the Chair to sign comment letter acknowledging, and concurring and with the content of the commentary set forth in the Lassen County Comment Letter concerning the California Natural Resources Agency Draft Pathways to 30 x 30; discussion and possible action

Motion: Approve and authorize the Chair to sign comment letter acknowledging, and concurring and with the content of the commentary set forth in the Lassen County Comment Letter concerning the California Natural Resources Agency Draft Pathways to 30 x 30, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  **CORRESPONDENCE**

Correspondence regarding previously reported routine County related issues.
Correspondence regarding previously reported routine County related issues.
Correspondence regarding the ongoing garbage service issues, canceled Town Hall meeting
Correspondence regarding Caltrans and road improvements, and groundwater related topics.
Correspondence regarding Sacred Waters of Greenville; Post Office in Indian Valley; debris removal,
and soil sampling/ testing.

C.  **MEETINGS AND INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Engel regarding issues related to County Government and had no additional information to report.
Reported by Supervisor Thrall regarding issues related to County Government and had no additional information to report.
Reported by Supervisor Hagwood regarding issues related to County Government and include; meeting regarding the repurposing of Indian Valley Hospital, and a meeting with Public Works staff regarding hazardous tree removal.
Reported by Supervisor Ceresola regarding issues related to County Government and had no additional information to report.
Reported by Supervisor Goss regarding issues related to County Government and include; a housing workshop hosted by The Dixie Fire Collaborative.

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

7.  **CLOSED SESSION**

- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-011-057, 555 Main Street, Quincy
- B. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)
- E. 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)**

There was no reportable action taken in Closed Session.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, February 15, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 15, 2022

STANDING ORDERS

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

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

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

Live Stream of Meeting

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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

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

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Gabriel Hydrick led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Item 5C 3&4 is continued to March 1, 2022 meeting by Sean Graham Solid Waste Program Manager.

Item 6B is continued to March 8, 2022 Meeting by Supervisor Goss.

PUBLIC COMMENT OPPORTUNITY

Jen Trahume commented regarding the Covid 19 narrative and unanswered question

Josh Hart with Plumas wires commented regarding the ARPA funds suggested uses. He also commented regarding his opposition to the cell tower permit.

The Board is in receipt of 6 emailed Public Comment letters regarding ARPA Grant Fund suggested uses.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

There were no Department Head announcements at this time.

ACTION AGENDA

1. DISASTER RECOVERY OPERATIONS

- Gabriel Hydrick and Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
Clint Koble gave a brief report by the Dixie Fire Collaborative

2. USDA FOREST FIRE MANAGEMENT

- Joe Hoffman/ Chris Carlton

Monthly check in

3. 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**.

Motion: Approve the following Consent Agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd – Redding, for psychiatric services; not to exceed \$50,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd – Red Bluff, for psychiatric services; not to exceed \$50,000.00; approved as to form by County Counsel.

B. CLERK RECORDER – Marcy DeMartile

Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine.

C. PUBLIC HEALTH

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Purpose Dental, LLC to provide licensed dental screenings and oral health education at County Schools, preschools, and other locations; not to exceed \$118,234.00, funded through various programs in Public Health; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Susan Haun dba Strategies by Design to provide TURP Program evaluations; not to exceed \$85,875.00, funded by the State of California for the Tobacco Use Reduction Program; approved as to form by County Counsel

D. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Works and Coats Incorporated for automotive repair services; not to exceed \$3,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Works and Mission Linen Supply for rental of coveralls and linen; not to exceed \$5,500.00; approved as to form by County Counsel

E. SHERIFF'S OFFICE

Approve and authorize the Chair to sign Agreement between Plumas County and RSH, Inc. dba Curran Tire Center, for vehicle maintenance and service; not to exceed \$20,000.00; approved as to form by County Counsel.

F. TREASURER – TAX COLLECTOR

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Tax Collector and Ray Morgan Company, LLC for copy machine service; not to exceed \$2,000.00; approved as to form by County Counsel.
- 2) Authorize the Beckwourth Fire Protection District to withdraw funds from the County Treasury Pool and approve the recommended date of March 1, 2022 as the mutually accepted date of withdraw of the Beckwourth Fire Protection District funds; approved by the County Auditor Controller.

G. PLUMAS ARTS

Adopt **RESOLUTION No. 22- 8663**, designating the Plumas County Arts Commission (also known as Plumas Arts) as the Local Cultural Planning Agency for Plumas County and Authorizing the 2022-2023 application to the California Arts Council State – Local Partnership Program

4.  **COMMUNITY CONVERSATIONS** - Jen Terhune

Public Health - accountability and transparency with the public.

5.  **DEPARTMENTAL MATTERS**

A.  **HUMAN RESOURCES** – Nancy Selvage

- 1) Appoint Pamela Courtwright as signatory authority for the Disaster Recovery Center; discussion and possible action
Motion: Appoint Pamela Courtwright as signatory for the Disaster Recovery Center, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.
- 2) Adopt **RESOLUTION** to amend the County Resolution to amend the employer contributions rates for Department Heads and Elected Officials CalPERS Health Insurance Premiums; discussion and possible action **Roll call vote**

Motion: Adopt **Resolution No. 22-8665** to amend the County Resolution to amend the employer contributions rates for Department Heads and Elected Officials CalPERS Health Insurance Premiums, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 3) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the Confidential Employees Association; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8664** ratifying the Memorandum of Understanding between the County of Plumas and the Confidential Employees Association, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 4) Introduce and waive the first reading of **ORDINANCE** amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries; Elected Officials); discussion and possible action

Roll call vote

Motion: **ORDINANCE** amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries; Elected Officials); was read and continued to March 1, 2022 for adoption, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

B.  **PUBLIC WORKS** – John Mannle

Approve and authorize the Chair to sign Design Build Entity Agreement between Plumas County and Clark/ Sullivan Broward and Arrington Watkins Architects, for the new Plumas County Correctional Facility; not to exceed \$22,382,213.00, approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign Design Build Entity Agreement between Plumas County and Clark/ Sullivan Broward and Arrington Watkins Architects, for the new Plumas County Correctional Facility; not to exceed \$22,382,213.00, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

C.  **PUBLIC WORKS – SOLID WASTE** – John Mannle

- 1) Update and consideration of a proposed rate increase of 7.29% (residential) and 7.29% (commercial) for the solid waste services related to collection fees, which shall cover door to door collection, transfer, hauling, and ultimate disposal activities (within Franchise Area #1); discussion and possible action
- 2) Adopt **RESOLUTION** establishing revised fee schedule for collection and related solid waste services for Franchise Area #1 (Operated by Feather River Disposal); discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8666** establishing revised fee schedule for collection and related solid waste services for Franchise Area #1 (Operated by Feather River Disposal); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Items 5C 3&4 have been moved to meeting scheduled for March 1, 2022

- 3) Update and consideration of a proposed rate increase of 2.5% at transfer stations and for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located within Franchise Area #2; as operated by franchise contractor Intermountain Disposal, Inc.; discussion and possible action
- 4) Adopt **RESOLUTION** establishing revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Area #2 (Operated by Intermountain Disposal Inc.); discussion and possible action **Roll call vote**

D.  **SHERIFF** – Todd Johns

- 1) Approve \$50,000.00 budget transfer for 2019 Homeland Security Grant – dept. 70345; Transfer from fixed asset account #542203 to fixed asset account #542200 and to service & supply account #521250; discussion and possible action **Roll call vote**
- 2) Approve and authorize fixed asset purchase of six (6) mobile radios; not to exceed \$31,491.00 from the Homeland Security budget (dept. 70345); discussion and possible action

Motion: Approve Items 5D 1&2, and authorize \$50,000.00 budget transfer for 2019 Homeland Security Grant – dept. 70345; Transfer from fixed asset account #542203 to fixed asset account #542200 and to service & supply account #521250, and Approve and authorize fixed asset purchase of six (6) mobile radios; not to exceed \$31,491.00 from the Homeland Security budget (dept. 70345); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

E.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Presentation of FY 2022-2023 Mid-Year Budget; and authorize the acting Auditor Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue; discussion and possible action; **four/ fifths roll call vote**

Motion: Approve and authorize the acting Auditor Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

6. BOARD OF SUPERVISORS

- A.  Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on March 15, 2022

Motion: Ratify **RESOLUTION No. 21-8609** the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; and continue the Local Health emergency and bring back within 30 days, on April 15, 2022, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel
Motion passed unanimously.

B. PLUMAS COUNTY CHAMBERS COALITION

Review of goals and objectives of the Coalition; and approve a request for funding of Plumas County Chambers Coalition as a part of the Mid-Year Budget analysis; discussion and / or possible direction to staff

- This matter was moved to regularly scheduled Board of Supervisors meeting on March 1, 2022

C. APPOINTMENTS

- 1) Appoint Rick Leonhardt District 4, and Andrea Ceresola-White District 1 to the Plumas Sierra County Fair Board; discussion and possible action

Motion: Appoint Andrea Ceresola-White District 1 to the Plumas Sierra County Fair Board, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- 2) Appoint Jay Williams and Albert Bosworth to the Hamilton Branch Community Service District Board; discussion and possible action

Motion: Appoint Jay Williams and Albert Bosworth to the Hamilton Branch Community Service District Board; **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

D. CORRESPONDENCE

Correspondence regarding the Group, Community Conversations and the Covid-19 mandates, vaccination and mask requirements.

Correspondence regarding the public's desire to do away with the mask mandates in schools.

Correspondence regarding mask mandates, and correspondence regarding high speed internet.

Correspondence regarding mask mandates, and correspondence regarding high speed internet.

Correspondence regarding mask mandates, and correspondence regarding high speed internet, and problems regarding looting in Greenville.

E. INFORMATIONAL ANNOUNCEMENTS

Reported by Supervisor Engel regarding issues related to County Government and include, a meeting with a group in Delleker regarding masking and masking in schools.

Reported by Supervisor Hagwood regarding issues related to County Government and include, a meeting with Waste Managements, management team, and a meeting with the Principals of High Sierra Music Festival Committee.

Reported by Supervisor Ceresola regarding issues related to County Government and include, Sierra Valley Fire Department, and various meetings with constituents.

Reported by Supervisor Thrall regarding issues related to County Government and include, the Lake Almanor Watershed Group.

Reported by Supervisor Goss regarding issues related to County Government and include, that the following meetings were canceled: Community Development Commission, and LAFCo meetings. Supervisor Goss attended a meeting with Waste Management's Management Team, and a Behavioral Health Commission meeting.



Chair Kevin Goss announced Items to be discussed in Closed Session

7. CLOSED SESSION

Convene as the Flood Control & Water Conservation District Governing Board

FLOOD CONTROL & WATER CONSERVATION DISTRICT

- A. Conference with real property negotiator, Rob Thorman, Assistant Director of Public Works, regarding sale of water by the District

Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors

- B. Public employee appointment or employment – Director of Facility Services
- C. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- D. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. 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
- G. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action taken in Closed Session.



ADJOURNMENT

Adjourned meeting to Tuesday, March 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-6355 ~ Fax: (530) 283-6241

Date: February 22, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Interim Director *RR*

Agenda: Agenda Item for March 1st 2022

Subject: Request Contract Approval for Fire Debris Removal Management

Recommendation:

Approve the contract agreement with the California Association of Environmental Health Administrators (CAEHA) to administer the structural debris, ash, and hazard trees removal management program resulting from the Dixie and Beckwourth fires, and authorize the Board Chair to sign the agreement, approved as to form by County Counsel.

This contract amount shall not exceed \$165,000 for the term of service of March 1st 2022 through February 28, 2023.

Approval of this agreement will allow the debris removal process to continue to move forward.

Background:

This contract replaces the Emergency Agreement for Professional Services with CAEHA that has been in place since August 12th 2021.

If you have any questions, please contact me at 283-6593, Thank you.

cc: County Administrative Officer
Gretchen Stuhr, County Counsel

Attachments: CAEHA Fire Debris Removal Contract Agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **County Administrator** (hereinafter referred to as "County"), and California Association of Environmental Health Administrators, a California non-profit corporation [(hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00).
3. Term. The term of this agreement shall be from March 1, 2022 through February 28, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

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CONTRACTOR INITIALS

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

_____ COUNTY INITIALS

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CONTRACTOR INITIALS



- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

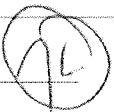
Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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CONTRACTOR INITIALS



19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County Administrator
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention: Gabriel Hydrick

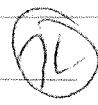
Contractor:

California Association of Environmental Health Administrators
5170 Golden Foothill Parkway, #70
El Dorado Hills, CA 95762
Attention: Sheryl Baldwin, Contract Manager
Gerald Sipe, Project Manager

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the

COUNTY INITIALS

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CONTRACTOR INITIALS 

County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

California Association of
Environmental Health
Administrators, a California non-profit

By: Jeff Lemoure
Name: Jeff Lemoure
Title: President
Date signed: February 14, 2022

By: Steve Van Stockum
Name: STEVE VAN STOCKUM
Title: SECRETARY/TREASURER
Date signed: FEBRUARY 12, 2022

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Approved as to form:

Gretchen Stuhr

2/10/2022

Gretchen Stuhr
Plumas County Counsel

COUNTY INITIALS

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CONTRACTOR INITIALS



EXHIBIT A

Scope of Work

- 1) Implement and administer the Right of Entry (Government-sponsored) and Alternative (Private) debris removal programs.
- 2) Serve as the community debris removal liaison, answering questions, assisting with press releases and public information, maintaining a debris removal website, and advocating on behalf of property owners in debris removal matters.
- 3) Track Cleanup process for properties in the Alternative Program, including review and approval of site clean-up plans submitted by consultants for fire debris and contaminated soil removal; monitoring clean-up sample results and comparing those results with the established clean-up standards; and when the sites demonstrate successful debris removal, processing the paperwork to return the properties to the care of their owners. This includes signing work plans, certificates of completion and other county debris removal documents.
- 4) Coordinate with CalOES and CalRecycle on disaster documentation as it relates to the Alternative Program.
- 5) Monitoring and coordination of contamination issues in the fire burn scar.
- 6) Provide technical assistance and consultation to Environmental Health and Plumas County staff regarding debris removal plans, options and alternatives.
- 7) Liaison on behalf of Plumas County with various state agencies including Cal OES, Cal Recycle, Department of Toxic Substances Control regarding Plumas County's debris removal priorities
- 8) Coordinate Debris removal activities with Plumas County Disaster Recovery options, including any consultants retained for this purpose.

COUNTY INITIALS

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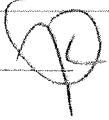
CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

COMPENSATION

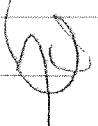
- A. Contractor shall be paid \$106.09 per hour for REHS staff and tracked by timesheets. Staff will work on a full time or part time flexible schedule approved by the County. If overtime is required and has been approved by the County for the contractor in advance, the hourly rate is \$159.14. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approval the higher hotel costs. Receipts will be provided.
- C. If County request travel, then mileage to be reimbursed by County at current IRS rate (currently at .58.5 cents per mile).
- D. Per diem rates of \$7 for breakfast, \$15 for Lunch, \$26.00 for dinner if travel by County is requested.
- E. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

California Association of Environmental Health Administrators
Attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017
Telephone: (530) 676-0715 or cell (530)-363-0027
Email: Sheryl@ccdeh.com

- F. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000)**.
- G. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.

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AGENDA REQUEST

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health 

Subject: Approve payment to Top Mop Janitorial Services for two quarters' worth of service without a Contract.

Background:

Due to staffing issues, it has come to the attention of the Department that a contract was never executed with Top Mop Janitorial Services for the period beginning July 1, 2021. Meanwhile, the vendor has been providing services to the Eastern Plumas Resource Center in Portola.

In attempting to develop a contract with the vendor, it has been determined that the vendor is not registered with the Department of Industrial Relations (DIR), a requirement necessary to provide janitorial services to any business in California.

The vendor has declined to register with the DIR, meaning that future contracts with this vendor will be impossible going forward.

As services have been provided by the vendor for the period July 1 through December 31, the Public Health Department is seeking authorization to pay for these services without a contract.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve payment to Top Mop Janitorial Services for prior services rendered without a Contract in the amount of \$1,500.00.

482634

*Top Mop Janitorial Services / Donna & Ruben Ramirez
P. O. Box 162
Somerset, CA 95684*

Invoice #1

Date: 1/4/2022

To: Plumas County Public Health
270 County Hospital Rd. #206
Quincy, California 95971

Service Provided: Janitorial Services for July through Sept 2021

July - Sept 2021 750.00

Total Invoice Amount \$ 750.00

OK

Ally

70560
520404

pay on
no-contract
form

Top Mop Janitorial Services / Donna & Ruben Ramirez
P. O. Box 162
Somerset, CA 95684

Invoice #2

Date: **1/6/2022**

To: Plumas County Public Health
270 County Hospital Rd. #206
Quincy, California 95971

Service Provided: Janitorial Services for Oct through Dec 2021

Oct - Dec 2021 **750.00**

Total Invoice Amount **\$ 750.00**

Frank, Damien

From: Stuhr, Gretchen
Sent: Monday, February 14, 2022 2:15 PM
To: Frank, Damien; Hydrick, Gabriel; James, Sara
Cc: Loomis, Dana
Subject: RE: Top Mop payment

Yes, you would need to request payment without a contract from the BOS.

Thanks,

Gretchen Stuhr
County Counsel
Plumas County
520 Main Street, Room 301
Quincy, CA 95971
(530) 283-6240
Fax (530) 283-6116

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From: Frank, Damien <DamienFrank@countyofplumas.com>
Sent: Monday, February 14, 2022 2:14 PM
To: Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>; Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>
Cc: Loomis, Dana <DanaLoomis@countyofplumas.com>
Subject: RE: Top Mop payment

Gretchen,

Thank you for the direction on this. We would owe them \$1500 for the period July-December. Would we then need to go to the Board to get approval to pay?

-Damien-

From: Stuhr, Gretchen
Sent: Monday, February 14, 2022 1:47 PM
To: Frank, Damien <DamienFrank@countyofplumas.com>; Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>
Cc: Loomis, Dana <DanaLoomis@countyofplumas.com>
Subject: RE: Top Mop payment

Hi Damien,

Let's pay them without a contract and hope it doesn't come back on the County later. Janitorial Services must be registered with the DIR or we cannot contract them moving forward.

Thanks,

Gretchen Stuhr
County Counsel
Plumas County
520 Main Street, Room 301
Quincy, CA 95971
(530) 283-6240
Fax (530) 283-6116

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From: Frank, Damien <DamienFrank@countyofplumas.com>

Sent: Monday, February 14, 2022 8:44 AM

To: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>;

James, Sara <SaraJames@countyofplumas.com>

Cc: Loomis, Dana <DanaLoomis@countyofplumas.com>

Subject: RE: Top Mop payment

Good Morning,

I wanted to follow up on this item from about a month ago. Top Mop called and left a message over the weekend asking about payment for the services they rendered for the period July through December. I realize that the ball was dropped, communication was not made, and that they are not registered with the DIR. Still, they performed services and are requesting payment.

What shall I tell them? Or, would one of you want to talk with them directly? Their number is 530-905-2893.

Thanks,
-Damien-

From: Frank, Damien

Sent: Wednesday, January 12, 2022 2:27 PM

To: Loomis, Dana <DanaLoomis@countyofplumas.com>

Subject: RE: Top Mop payment

Wow. Thanks for keeping me in the loop on this.

From: Loomis, Dana
Sent: Wednesday, January 12, 2022 2:14 PM
To: Frank, Damien <DamienFrank@countyofplumas.com>
Subject: FW: Top Mop payment

Reply from Counsel, FYI. I replied with a further explanation, but it looks like we'll wait for their determination.

From: Stuhr, Gretchen
Sent: Wednesday, January 12, 2022 1:55 PM
To: Loomis, Dana <DanaLoomis@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>
Subject: RE: Top Mop payment

Hi Dana,

The issue stems from the statutes concerning janitorial registration with the Department of Industrial Relations. We cannot contract or do business with a janitorial company which is not registered with DIR. This was expressed to Public Health through Rosie last March, which is why the County Counsel's Office never approved the contract. My office will need to make a determination as to whether or not paying this bill is possible given these statutory requirements.

Thanks,

Gretchen Stuhr
County Counsel
Plumas County
520 Main Street, Room 301
Quincy, CA 95971
(530) 283-6240
Fax (530) 283-6116

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From: Loomis, Dana <DanaLoomis@countyofplumas.com>
Sent: Wednesday, January 12, 2022 1:32 PM
To: Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>; James, Sara <SaraJames@countyofplumas.com>
Subject: Top Mop payment

Dear Gretchen, Dear Sara,

Our request to the Board to approve paying Top Mop Janitorial Services for work performed without a contract was returned with a sticky note saying "removed from review, please discuss with County Counsel and Gabriel." I thought we were following the process Counsel in making this request. Could you please advise as to what we need to do differently? I'm assuming you have seen the request, but if not I can provide a copy.

Thanks,

**AGENDA REQUEST**

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve Amended Grant Agreement Number AR05749 with the Public Health Institute in the amount of \$251,756.00, and authorize the Board Chair to sign the agreement.

Background:

California continues to face the ongoing COVID-19 epidemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, increasing vaccine uptake amongst certain socioeconomic and demographic groups is another important goal that must be addressed for the state to achieve its vaccine related goals.

The objectives of this program are to: (1) promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) publicize locations where the public may receive information regarding COVID-19 vaccines in their preferred language and assistance in signing up for a vaccine appointment; (3) increase access to vaccines in communities that have disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, and establishing mobile vaccination capabilities; and (4) focus funding and efforts in geographic areas and within populations who are least like to have access to health care, vaccine services, and valid vaccine information

Agenda Request

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

Subject: Approve Amended Grant Agreement Number AR05749 with the Public Health Institute in the amount of \$251,756.00, and authorize the Board Chair to sign the agreement.

February 18, 2022

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The subcontract amendment with the Public Health Agency establishes the maximum amount of reimbursement at \$251,756.00 and establishes the period of performance through April 30, 2022.

As the CDPH requires signature acceptance by the Chair of the County Board of Supervisors, the Agency is requesting that the Board grant authority to the Chair of the County Board of Supervisors to sign the agreement.

The Agreement has been approved to form by County Counsel.

Recommendation:

Approve Amended Grant Agreement Number AR05749 with the Public Health Institute in the amount of \$251,756.00, and authorize the Board Chair to sign the agreement.

SUBCONTRACT AMENDMENT 1

The Public Health Institute and **PLUMAS COUNTY PUBLIC HEALTH AGENCY** are parties to a Subcontract dated October 19, 2021. This Agreement is hereby amended as follows below with changes in bold and italics.

AGREEMENT NUMBER: AR04031 - ***AR05749***

PERIOD OF PERFORMANCE: July 1, 2021 through ***April 30, 2022***

TOTAL AMOUNT: <i>Up to</i> \$251,756.00	AMOUNT FUNDED THIS ACTION: \$0
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- 1. PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
 - Start Date: July 1, 2021
 - End Date: ***April 30, 2022***
- 2. SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in ***Exhibit A-1 (Revised Scope of Work & Deliverables)***.
- 3. TOTAL AMOUNT:** The maximum amount payable under this Subcontract is for the amount of \$251,756.00 to be paid in accordance with ***Exhibit B-1 (Revised Payment Schedule)***.
- 4. PAYMENT AND INVOICING:** Subcontractor will invoice PHI for services rendered in accordance with ***Exhibit A-1 (Revised Scope of Work & Deliverables)*** and according to ***Exhibit B-1 (Revised Payment Schedule)***. Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will reimburse Subcontractor up to the total amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI Program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this Agreement. The invoice will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. Invoices must include a description of deliverables completed and payment amount due for those deliverables as described in ***Exhibits A-1 and B-1***. Invoices must be submitted directly to ***Aver Wishum (awishum@phi.org) and Lisa Ly (Lisa.Ly@phi.org)***.

All other terms and provisions of the Subcontract shall remain in full force and effect.

SUBCONTRACTOR SIGNATURE	PUBLIC HEALTH INSTITUTE	
 Briana Sherlock Assistant Director	02/08/2022 Date	Matthew Marsom Sr. VP of Public Policy & Programs Administration

SUBCONTRACTOR SIGNATURE: APPROVED AS TO FORM Approved as to form:  Joshua Brechtle Deputy County Counsel I	PLUMAS COUNTY BOARD OF SUPERVISORS Chair ATTEST: Clerk of the Board
2/8/2022 Date	

EXHIBIT A-1
REVISED SCOPE OF WORK & DELIVERABLES

I. Background & Objectives:

California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

In working towards these objectives, Subcontractor will provide the following vaccine-related service(s):

Mobile Vaccination

Subcontractor will increase vaccination uptake in communities highly impacted by COVID-19 through mobile vaccination services. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	Objectives	Targeted Zip Codes (Subcontractor to complete)
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	96020 95971 96122
2	Publicize locations where the community may receive information regarding mobile vaccinations in their native language and assistance in signing up for a vaccine appointment.	96135 95984 96129 96105 96137 96020 95971 96122 95956 95934 95983 96103
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	95984 95934 96105 96137 96135 96129 95956 95983 96103
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	96135 95984 96129 96105 96137 96020

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach

- Number of mobile vaccine clinics launched by subcontractor
- Number of days mobile vaccine clinics providing vaccines

Please check off the activities that you will engage in to support the above objectives:

- Hiring and/or training more or new staff
- Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- Additional activities (to be completed by subcontractor):

Of note, Plumas County has no zip codes classified as Q4 according to the Vaccine Equity Metric Quartile. Plumas County plans to hire additional nurses to assist with vaccination efforts. Furthermore, we plan to contract with a mobile vaccination unit van (MVU) in order to reach rural areas that have less access to vaccine services and health care. In addition, basic supplies and new two-way radios are needed to effectively staff vaccination outreach efforts.

II. Deliverables & Milestones:

No.	Deliverable/Milestone	Timeline/Due Date
1	Progress Report	November 15, 2021
2	Final Report	<i>May 15, 2022</i>
3	<i>Final Invoice</i>	<i>May 15, 2022</i>

EXHIBIT B-1
REVISED PAYMENT SCHEDULE

The Subcontractor will be paid the total amount of \$251,756.00 as follows:

No.	Deliverable/Milestone	Due Date	Amount
1	Upon fully executed subcontract	10/19/2021	\$ 226,580.40
2	Submission of progress report	11/15/2021	\$ 0
3	Submission of final report	5/15/2022	\$ 0
4	Submission of final invoice	5/15/2022	\$ 25,175.60
Total Amount			\$ 251,756.00

Any unused funds at the end of this Subcontract shall be returned to PHI.



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: February 7, 2022
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *5*
RE: Agenda Items for the meeting of March 1, 2022

It is recommended that the Board:

Approve and sign contract #PCSO00040 between the Plumas County Sheriff's Office (PCSO) and Little Norway Marine Service in the amount of \$25,000.

Background and Discussion:

The term of this contract is 05/01/22 – 04/30/23. This purpose of this agreement with Little Norway Marine Service is to provide service to the Sheriff's boats.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and LITTLE NORWAY MARINE SERVICE, a general partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00).
3. Term. The term of this agreement shall be from May 1, 2022 through April 30, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements.
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Little Norway Marine Service
3718 Big Springs Rd.
Lake Almanor, CA 96137
Attention: Keith Peterson

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Little Norway Marine Service, a General Partnership

By: _____
Name: Keith Peterson
Title: General Partner
Date signed:

COUNTY:

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

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

By: _____
Name: Kevin Goss, Chair
Title: Board of Supervisors
Date signed:

Attest:
By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



2/7/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide general marine repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Tune-up service.
 - b. Outdrive and sterndrive and replacement.
 - c. Engine repair and replacement.
 - d. Fluid changes.
 - e. Alternator/starter replacement.
 - f. Battery sales and replacement.
 - g. Electrical diagnostics and wiring.
 - h. Fuel and exhausts systems repair.
 - i. Power steering repair (pumps/services).
 - j. Coolant flush.
 - k. Heat exchanger replacement.
 - l. Heads & valves repair and replacement.
 - m. Driveshaft and axles replacement.
 - n. Diagnostics, including driveability and mechanical repairs.
 - o. Scheduled service, maintenance & repairs as needed.
2. All Work shall be provided in accordance with industry standards for high-quality marine repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a rate not to exceed \$115 per hour.
2. All parts shall be provided at fair retail value.
3. County shall be provided with an estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount of the estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized estimate, Contractor shall provide a revised estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid per invoice in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

DATE: **Feb. 16, 2022**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Todd Johns** *TJ*

RE: **Agenda Item for the meeting of March 1, 2021**

Recommended Action:

Review and have the Board Chair sign a service agreement with Sierra Electronics.

Background and Discussion:

The Sheriff's Office and Sierra Electronics have a long-term relationship with the latter supplying needed communication systems maintenance, systems replacement and project support. The attached contract has the same terms as previous contracts approved by your Board, with just the date changed to cover calendar year 2022.

While the contract cap is at \$350,000, the base fee paid to Sierra Electronics is just over \$30,000 per year, with the balance available for unanticipated issues or new projects. The base fee provides 24/7 response to all communication infrastructure needs as well as shop and depot level repair of mobile and portable radios.

The contract has been reviewed by County Counsel and approved as to form.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Berry Enterprises, Inc., a Nevada corporation doing business as Sierra Electronics (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. TERM. The term of this Agreement commences January 1, 2022 and shall remain in effect through December 31, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor following expiration of the prior contract between the parties on December 31, 2021 of prior contract to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

_____ COUNTY INITIALS

_____ CONTRACTOR INITIALS

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Office
County of Plumas
1400 E. Main St. Quincy, CA 95971
Attention: Chad Hermann, Undersheriff

Contractor:

Sierra Electronics
690 East Glendale Ave., Suite 98
Sparks, NV 89431
Attention: Contracts Manager

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Equipment Maintenance Agreement. The Equipment Maintenance Agreement attached as Exhibit A is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall prevail.

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

CONTRACTOR:

Berry Enterprises, Inc., a Nevada corporation
doing business as Sierra Electronics

By: _____

Jarrel L. Walton
President/GM

Date signed:

By: _____

Donna L. Walton
Secretary

Date signed:

COUNTY:

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

By: _____

Name:
Title: Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: 

County Counsel

Date signed: 12/28/2021

_____ COUNTY INITIALS

-6-

CONTRACTOR INITIALS _____

EXHIBIT A

Equipment Description	Model#	Serial#	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
MSF 5000 UHF RF Link			Dispatch/Huff	138.00	138.00
MSF 5000 Repeater		Huff/Red	Black	69.00	69.00
Quantar Repeaters			HiRed/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	1440
XTL5000 Mobile Radios			Quincy	7.20	2,3040
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	1440
Federal TM4 Siren Control Modules			Quincy	4.60	128.80
Undercover Siren & Light Controllers			Quincy	4.60	1840
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		O Beck/Fiea/Hough/Rr	69.00	276.00
Quantar Repeater	MedCon Equipment		ODyer	69.00	69.00
			Monthly Total		2,511.90

Scope of Work and Fee Schedule

For all labor work on equipment that is not covered under the attached Equipment List, Contractor's labor rates are:

For in-shop or field installation: \$65.00 per hour

For bench repairs: \$96.00 per hour

For field repairs: \$110.00 per hour

For high technical labor: \$125.00 per hour

The labor rates listed in this Agreement shall not be applicable to project-based work awarded following the solicitation of bid requests from the County. The labor rates for such project-based work shall be the amounts quoted in Contractor's responses to such bid requests.

**PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT***1834 East Main Street, Quincy, CA 95971**Telephone: (530) 283-6268***AGENDA REQUEST**

For the March 1, 2022 meeting of the Board of Supervisors

February 17, 2022

To: Honorable Board of Directors

From: John Mapple, Manager, Flood Control District

Subject: Consider Appointing a Supervisor to Serve on the Flood Control Monterey Settlement Watershed Forum

**BACKGROUND**

Due to litigation through the Monterey Settlement Agreement Plumas County Flood Control and Water Conservation District received the first installment of \$4 million settlement funds to be used in watershed management and restoration activities for the mutual benefit of Plumas and the State Water Project. The first \$4 million of settlement funding was administered by the Watershed Forum circa 2003. The current \$4 million over 4 years was delayed by appeals on the DWR environmental documents and concluded January 5, 2022 due to the State Supreme Court declining to hear the appeal.

The Monterey Settlement Agreement stipulates that the settlement funds use be determined by a Watershed Forum made up of 5 members including one from Plumas County, three separate State Water Contractors and one from DWR. The Watershed Forum local representation previously was held by two supervisors with one as member and one as an alternate.

DWR and the State Water Contractors, Inc is assisting with selecting representation from DWR and three members from State Water Contractors.

RECOMMENDATIONS

The Flood Control Manager recommends that the Flood Control Board of Directors appoint a Supervisor and Alternate representative to serve as a member of the Flood Control Water Forum to determine the use of settlement funds.

Attachments: Bylaws for the Plumas Watershed Forum, Updated December 16, 2010

Bylaws for the Plumas Watershed Forum

Section 3: Participants

(Updated December 16, 2010)

3. Participants: Three participant groups as follows:

1) Plumas County Flood Control and Water Conservation District

Represented by Supervisor Robert Meacher
Supervisor Terry Swofford (alternate)

2) State Water Project Contractors

Represented by three contractor agencies:
Metropolitan Water District of Southern California: Kevin Donhoff
Solano County Water Agency: David Okita
Tulare Lake Basin Water Storage District: Tom Hurlbutt

3) Department of Water Resources, State of California

Represented by:
State Water Project Analysis Office: Rob Cooke
Nancy Quan (alternate)

Bylaws for the Plumas Watershed Forum
(Adopted July 28, 2003)

These Bylaws are intended for adoption by the Forum as the organizational principles and governing procedures through which the Forum can conduct its business in an efficient and orderly manner.

1. **Mission Statement:** The Forum is a locally driven program to utilize watershed funds consistent with direction set forth in the Settlement Agreement.
2. **Voting:** Each of the three participating organizations shall have one vote, with formal decision-making requiring a unanimous vote of three, including selection of the Chair. Absent objection, business may be conducted by consensus in interests of time.
3. **Participants:** Three participant groups as follows:
 - 1) Plumas County Flood Control and Water Conservation District
Represented by the Plumas County Board of Supervisors:
District One (Portola area and Sierra Valley, including Davis and Frenchman Reservoirs): Bill Powers
District Two (Feather River Canyon, east shore Lake Almanor, Greenville and Indian Creek drainage including Antelope Reservoir, Red Clover and Last Chance tributaries): Robert Meacher
District Three (Chester area, west shore Lake Almanor, and Butt Valley Reservoir): Bill Dennison
District Four (Quincy area and Bucks Lake): Rose Comstock
District Five (Graeagle area, Middle Fork Feather River, and La Porte): Ole Olson
 - 2) State Water Project Contractors
Represented by three contractor agencies:
Metropolitan Water District of Southern California: Tim Quinn
Solano County Water Agency: David Okita
Tulare Lake Basin Water Storage District: Tom Hurlbutt
 - 3) Department of Water Resources, State of California
Represented by:
Northern District: Dwight Russell, Northern District Chief
State Water Project Analysis Office: Dan Flory, Office Chief
4. **Meetings:**
 - a) Shall be open and publicly noticed pursuant to the Brown Act, including meetings by conference call or video conference.
 - b) Shall have one regular annual meeting per year in Plumas County on or about the first Thursday in October; and, shall have special meetings as needed in various locations subject to concurrence from all three participants.
 - c) Notices, agendas and notes of Forum meetings to be prepared by Plumas staff, with inclusion of other materials supplied by all participants through Technical Committee.

5. **Technical Committee:** The Forum shall have a Technical Committee, chaired by a Plumas representative, to prepare documents and materials needed by the Forum. The Committee shall meet as needed, with staff assigned by each of the three participant groups. Subject to direction from the Forum, the Committee shall make reports and recommendations.
6. **Project Selection:** The Forum shall be guided in its selection of projects by the following principles:
 - a) Funding criteria emphasizing matching or supplemental funding.
 - b) Selection criteria linked to a strategic plan.
 - c) Project criteria emphasizing certain landscapes and types of work.
 - d) Probability of meeting performance criteria.
 - e) Probability of increasing public education and awareness.
7. **Settlement Principles:** The Forum shall be guided by the Settlement text entitled "Watershed Forum and Programs" (pp18 –20), to which reference shall be made in the event of an inability to reach consensus on any particular issue.
8. **Planning:** The Forum shall focus on both short-range and long-range planning in order to optimize expected benefits to the Plumas Watershed.
9. **Financial Reporting:** The Forum shall, at its annual October meeting, review the prior fiscal year's income and expenditures prepared by the Plumas County Auditor-Controller for the Plumas Flood Control and Water Conservation District, which District shall hold, utilize and carry forward funds as set forth in the Settlement text.
10. **Annual Progress Reports:** The Forum shall direct Plumas' preparation of an annual progress report in layperson's language, with Technical Committee review, and with technical appendices as necessary, in order to assist public education and awareness. The report should be finalized by the annual October meeting.
11. **Amendment:** These bylaws may be amended by unanimous vote of the three participant groups. Updating the name of the specific individual representing each participant group will be done by Plumas Flood Control and Water Conservation District staff, as directed by each participant group, without going to the Forum for approval.

Item 4A

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: February 17, 2022

To: The Honorable Board of Supervisors

From: Bianca Harrison, CMA, Acting Auditor/Controller *BHA*

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2015/16

RECOMMENDATION:

Adopt a Resolution to Revise Plumas County Position Allocation for Auditor to Flexibly Allocate the Position of Assistant Auditor Controller for Department 20040.

BACKGROUND:

The assistant auditor/controller position will be vacant after the current employee retires on May 31, 2022. The county authorized the recruitment on July 20, 2021. Recruitment efforts were not successful and the next step is to allow flexible hiring into the Auditor Accountant II position. The main focus of this position is property apportionment as prescribed by Revenue and Taxation Codes. The county would be a risk without staffing this position. More detail about this need is shown in the Board of Supervisor item from January 18, 2022 and is attached to this letter.

The recruitment change was approved by the Board of Supervisors on January 18, 2022. The resolution for the flexible FTE allocation was reviewed and approved by the Human Resources Director.

The acting auditor/controller respectfully requests the approval of a Resolution to Revise Plumas County Position Allocation for Auditor to Flexibly Allocate the Position of Assistant Auditor Controller for Department 20040.

RESOLUTION NO. 22-_____

**ADOPT RESOLUTION TO REVISE PLUMAS COUNTY POSITION ALLOCATION
FOR AUDITOR'S DEPARTMENT TO FLEXIBLY ALLOCATE THE ASSISTANT
AUDITOR CONTROLLER, OR CHIEF DEPUTY AUDITOR, OR ACCOUNTANT
AUDITOR II FOR DEPARTMENT #20040**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, this position is necessary in the daily operational needs of the Auditor Department; and

WHEREAS, the Human Resources Director amends the position allocation plan for Assistant Auditor/Controller, or Chief Deputy Auditor to Assistant Auditor/Controller or Chief Deputy Auditor OR Accountant Auditor II, 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 2021/2022 Position Allocation for fund #20040; and

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

Approve the amendment to the Fiscal Year 2021/2022 Position Allocation to flexibly allocate 1.0 FTE to the following:

<u>Auditor-Controller</u>	<u>Current FTE</u>
Assistant Auditor Controller or Chief Deputy Auditor,	1.00
<u>Proposed FTE</u>	
Assistant Auditor Controller, or Chief Deputy Auditor, OR Auditor Accountant II	1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 1st Day of March, 2022 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT Supervisors:

Supervisor Goss, Chair, Board of Supervisors

Attest:

Heidi White, Clerk of the Board of Supervisors



BOARD OF SUPERVISORS

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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON JANUARY 18, 2022**

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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

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

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

County Administrator Gabriel Hydrick led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Hagwood, requested that items 6E1&2 Public Works – Solid Waste rate increase matter be deleted from the 01/18/2022 agenda and continued to February 15, 2022.

PUBLIC COMMENT OPPORTUNITY

Linda M. commented regarding recording accuracy of hospitalizations and Covid -19

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

There were no department head announcements.

ACTION AGENDA

1. ** PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion

2. ** DISASTER RECOVERY OPERATIONS** - Gabriel Hydrick and Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

3. ** USDA FOREST FIRE MANAGEMENT** – Joe Hoffman/ Chris Carlton
Monthly check-in

4. ** CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. AUDITOR

- 1) Approve and authorize the Chair to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB 75 Accounting & Disclosure Interim Report for FYE 2021, and the Full Actuarial Funding Valuation as of 6/3/22 for Other Post-Employment Benefits (OPEB); not to exceed \$11,650.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement between Plumas County and MGT of America Consulting, LLC for State Mandated cost claiming services (SB90) for the 2020 – 2021 fiscal year; not to exceed \$3,500.00; term is for two year with two (2) options for renewal; approved as to form by County Counsel

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Sheriff's Office; to provide behavioral health services at the County Jail; approved as to form by County Counsel
- 2) Authorize no contract payment of \$1,020.00 to SIYAN Clinical Corporation; for mental health doctor fees and specialty services
- 3) Authorize no contract payment of \$2,706.00 to Adventist Health; for mental health outpatient services
- 4) Approve and authorize the Chair to sign agreement between Plumas County and Sutter – Yuba Behavioral Health; for inpatient psychiatric health services; not to exceed \$50,000.00; approved as to form by County Counsel
- 5) Appoint Kendra Fredricksen to serve on the Plumas County Behavioral Health Commission;

C. COUNTY COUNSEL

Approve and authorize the Chair to sign agreement between Plumas County and California Office of Administrative Hearings (OAH); for hearing and mediation services, not to exceed \$48,000.00 over a term of 5 years; approved as to form by County Counsel

D. FACILITY SERVICES

Authorize Facility Services to waive rental fee for the use of the Quincy Veterans Hall on Tuesdays from 5:30 – 6:30 PM from January 11, 2022 thru March 15, 2022 for Scott/ High Sierra Dancing Witches, a local non-profit adult group; for dance rehearsal

E. FAIRGROUNDS

Approve and authorize the Chair to sign and ratify the following agreements between Plumas County and Herc Rentals Inc.; not to exceed \$5,000.00, Plumas County and Wilburn Construction, Inc.; not to exceed \$9,000.00 for services provided during the Dixie Fire; both agreements were paid through reimbursement from the fire camp; approved as to form by County Counsel

F. PUBLIC HEALTH -

Approve and authorize the Chair to ratify and sign agreement between Plumas County and Smile Business Products; to provide copy machine maintenance services; not to exceed \$3,000.00; approved as to form by County Counsel

G. SHERIFF

Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Kinne Marriage and Family Therapy (Rethink Industries); for providing therapy services, both during incarceration and after release; not to exceed \$22,202.00; approved as to form by County Counsel

5. PIONEER RV PARK – David Aguilar

Request the Board of supervisors authorize the Planning Department to waive Campground Permit fee; discussion and possible action

Motion: Deny the Request to the Board of Supervisors, to authorize the Planning Department to waive Campground Permit fee, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Goss.

Motion passed unanimously.

6. DEPARTMENTAL MATTERS

A. AUDITOR/ CONTROLLER – Roberta Allen

- 1) **Authorize Auditor/Controller to recruit and fill 1.0 FTE position of Assistant Auditor/ Controller OR 1.0 FTE position of Accountant Auditor II.** Position to become vacant due to upcoming retirement of current Assistant Auditor Controller as of May 31, 2022; discussion and possible action

Motion: Authorize Auditor/Controller to recruit and fill 1.0 FTE position of Assistant Auditor/ Controller OR 1.0 FTE position of Accountant Auditor II, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 2) Allow extra help employees Barbara Bruner and Zoe Terrazas to work more than 29 hours per week as needed to assist during the transition period in the Auditor department; discussion and possible action

Motion: Approve extra help employees Barbara Bruner and Zoe Terrazas to work more than 29 hours per week as needed to assist during the transition period in the Auditor department, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 3) Authorize no contract payment of \$3,500.00 to MGT America Consulting, LLC.; for state mandated cost services (SB90) fiscal year 19/20, invoice dated April 30, 2021; discussion and possible action

Motion: Authorize no contract payment of \$3,500.00 to MGT America Consulting, LLC.; for state mandated cost services (SB90) fiscal year 19/20, invoice dated April 30, 2021, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B. BEHAVIORAL HEALTH – Tony Hobson

Authorize the Director of Behavioral Health to recruit and fill, budgeted 1.0 Extra Help Support Services Technician; discussion and possible action

Motion: Authorize the Director of Behavioral Health to recruit and fill, budgeted 1.0 Extra Help Support Services Technician, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C. PUBLIC HEALTH - Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated, vacant 0.625 part time Assistant Cook for the Senior Nutrition Program in Chester; discussion and possible action

Motion: Authorize the Director of Public Health to recruit and fill, funded and allocated, vacant 0.625 part time Assistant Cook for the Senior Nutrition Program in Chester, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

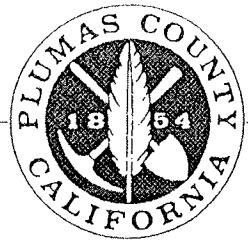
Motion passed unanimously.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442

ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER

BIANCA HARRISON, CMA • ASSISTANT AUDITOR / CONTROLLER



Date: 07/20/2021

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller *RM*

Subject: Authorize Auditor/Controller to recruit and fill the position of Assistant Auditor/Controller OR Accountant Auditor II. The Assistant Auditor/Controller position will become vacant due to the retirement of the current Assistant as of 5/31/22.

Recommendation:

Authorize Auditor/Controller to recruit and fill the position of Assistant Auditor/Controller OR Accountant Auditor II. The Assistant Auditor/Controller position will become vacant due to the retirement of the current Assistant on 5/31/22.

Background:

The Assistant Auditor/Controller is a key position in the Auditor's Department. This position is assigned, among many other important functions, the responsibility of maintaining the property tax rolls, processing property tax apportionments, reconciling property tax trust funds, and filing of numerous reports as required by the State of California. The Assistant calculates and updates the bond rates annually to ensure the proper amount is collected for the bond payments. The Assistant makes necessary changes to the tax roll and calculations that result from tax appeals. The Assistant is the point person for property tax audits performed by the State Controller's Office.

Property tax is a highly specialized field and relatively few candidates possess experience in this area. Counties across California find it difficult to fill vacancies in their property tax divisions due to the scarcity of experienced property tax specialists. To ensure that the Auditor's office has sufficient time to hire and train a replacement, we ask for authorization to begin recruiting immediately and hire the replacement as soon as possible. Property tax activities and deadlines occur monthly, quarterly and annually as evidenced by the attached schedule. It is requested that the recruitment start right away to have time to search for a qualified candidate, and to ensure the most seamless transition the Auditor respectfully requests permission for an overlap of up to nine months to allow for the necessary training.

In July, 2021 the Board authorized the Auditor/Controller to begin recruitment for this important position, and allowed an overlap to facilitate training of a newly hired Assistant. In an effort to expand the pool of applicants it is proposed that the recruitment be changed for either an Assistant Auditor Controller OR an Accountant Auditor II.

The Auditor's Department is also currently recruiting for an Accountant Auditor I or II due to the retirement of a 20-year staff member. This is a separate recruitment. In total, the Auditor's Department currently is looking to fill two full time positions, the Assistant Auditor Controller OR Accountant Auditor II created by pending retirement, and the Auditor I or II created by recent retirement.

AUDITOR CONTROLLER DEPARTMENT

ASSISTANT AUDITOR/CONTROLLER

ATTACHMENT – CRITICAL STAFFING REQUEST FORM

Consequences of not filling position:

The primary responsibility of the Assistant Auditor/Controller is to manage the property tax duties required constantly throughout the year. The property tax rolls are updated weekly, the AB8 factors and tax apportionment spreadsheets are updated annually, and tax apportionments are processed three times each year to the schools, special districts, and the county. The property tax trust funds are reconciled each month. Special assessments from districts are entered into the property tax system, and there are numerous calculations needed throughout the year for events such as district annexations. Bond rates are calculated annually so that the correct amounts can be collected on the property tax bills. Roll changes and refunds are calculated that result from tax appeals. This is a highly specialized position that requires continuing education to keep up with changes in property tax law. The property tax duties are substantial and the workload is such that other staff members would be unable to pick up the property tax duties if the Assistant position were vacant.

Anticipated Salary:

\$58,406.40 (STEP 1 = 28.08/hr) - \$61,318.40 (STEP 2 = 29.48/hr) Salary will depend on experience.

AUDITOR CONTROLLER DEPARTMENT

ACCOUNTANT AUDITOR I OR II

ATTACHMENT ~ CRITICAL STAFFING REQUEST FORM

Consequences of not filling position:

This position is critical to ensure that the heavy workload in the department is processed timely. The Auditor's office audits and processes claims, records deposits and reconciles the deposit totals with the Treasurer's office reports daily, reviews and records journals and budget transfers for all county departments and 32 special districts, and assists departments and districts as much as possible with accounting questions. This position is responsible for recording and tracking Fixed Assets. The department receives and uploads accounts payable detail from the schools and Social Services. The workload has become increasingly heavier over the past years. If this position were not filled it would be extremely challenging for the department to process transactions and perform necessary accounting functions in a timely manner.

Anticipated Salary:

The base salary range for Accountant Auditor I: \$45,822.40 – \$55,723.20

The base salary range for Accountant Auditor II: \$50,481.60 - \$61,380.80

The actual salary will depend on the qualifications and experience of the candidate, and if the individual hired is a current employee and will have a higher salary due to the number of years employed by the county at date of hire.

STAFFING REQUEST FORM

Department AUDITOR CONTROLLER DEPARTMENT Add Delete
FTE 1.0

Position Title ASSISTANT AUDITOR - CONTROLLER

Describe, in some detail, the need for this position (Use additional sheets if necessary.)

The Assistant Auditor/Controller is a key position in the department, providing administrative and managerial support. In addition to numerous duties, the Assistant is responsible for property tax processing throughout the year. Property tax is a highly specialized area and this position requires special training and continuing education. The Assistant is responsible for bond rate calculations and updating bond rates collected on property tax bills, provides information and updates tax rolls related to tax appeals, and provides data and is the point person for property tax audits performed by the State Controller's Office.
The Assistant position requires knowledge and experience in accounting.

See attachment

If the position is approved, what other expenses do you anticipate?

Recurring:	\$ <input type="checkbox"/> Office/Operation Supplies	One Time	\$ <input type="checkbox"/> Furn/Fix
	\$ <input type="checkbox"/> Purchased Services		\$ <input type="checkbox"/> Vehicle
	\$ <input type="checkbox"/> Other		\$ <input type="checkbox"/> Office Space

Describe:

None

Describe:

None

Calculate anticipated Salary and Benefit costs for each of the *next four* years using anticipated increases:
93,450.00 yr. 1 98,109.00 yr. 2 103,068.00 yr. 3 108,227.00 yr. 4

If the position is NOT approved, what are the consequences? Attach sheet

Are any *new revenues* expected to cover the cost of the requested position? Yes No
If yes, are the revenues certain? Yes No and if certain, the revenues are certain for how many years? _____ Years. Attach supporting material.

See Attached

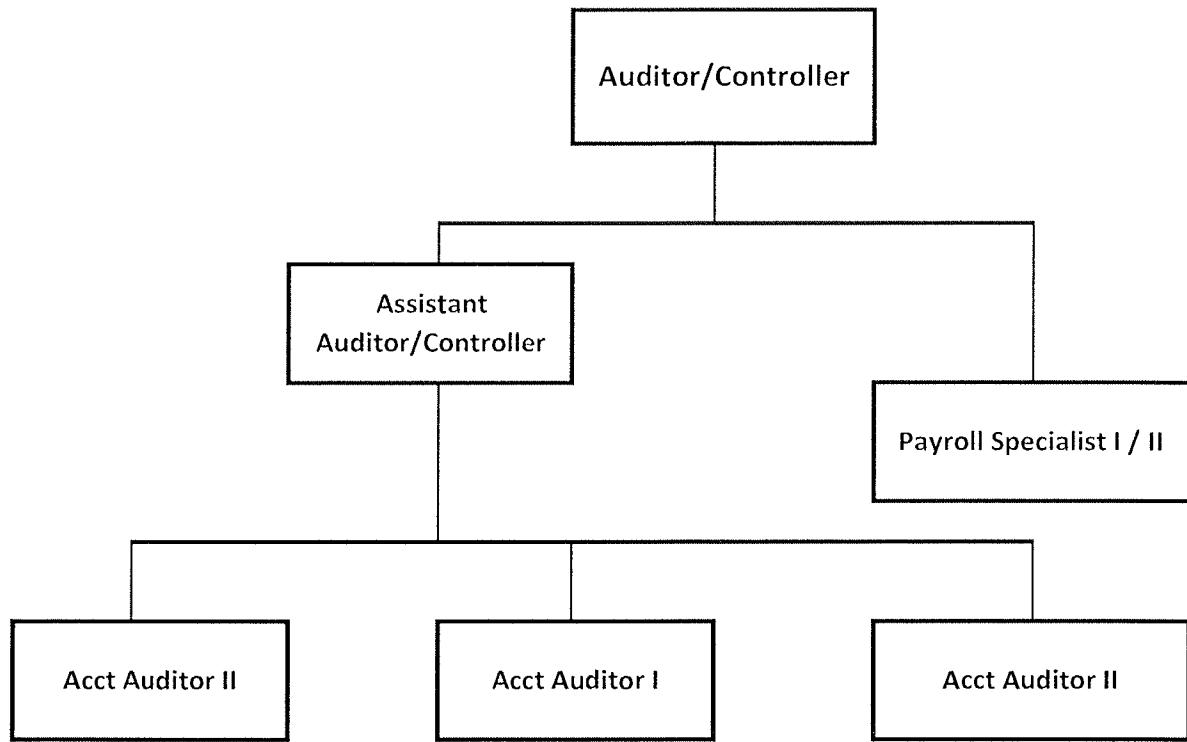
Reviewed and supporting by Critical Staffing Committee

If General Fund Position and recommended by Critical Staffing Committee, indicate rank of this position to other recommended GF positions. _____ out of _____ positions recommended.

Committee Comments:

Auditor Department

Organizational Chart



Item 4B (1-3)

BOARD AGENDA REQUEST FORM

Department: Environmental Health

Authorized Signature: 

Board Meeting Date: 3/1/2022

Consent Agenda: Yes No

Request for 0 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. Request budget adjustment from regular wages to overtime due for support provided to the Dixie and Beckwourth fire emergency for the sum of \$7,924.39.
- B. Request budget adjustment to receive unanticipated revenue from fire emergency reimbursement from the 2020 North Complex fire for the sum of \$6,781.94. Request to use these funds to replace aging computers for Env Health staff.
- C. Request budget adjustment from regular wages to other wages for short-term Env Health support staffing provided during the Dixie fire for the sum of \$2,872.96.

Review by Necessary Departments:

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

N/A

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

N/A

Attached Documents:

Contracts/Agreements:

Three copies? (Y)/N

Signed? (Y)/N

Budget Transfers Sheets:

Signed? (Y)/N

Other: _____

Publication:

Clerk to publish on _____ Notice attached and e-mailed to Clerk.

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

Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

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

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

Yes: No: Not Applicable:

If Not Applicable, please state reason why:

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

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

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

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) Unbudgeted overtime charged due to FEMA work on response to Dixie and Beckwourth fires in 2021.

B) Two (2) unfilled budgeted staff positions.

C) County Administrator requested mid-year budget review - clean-up of accounts.

D) See answers for A & B above.

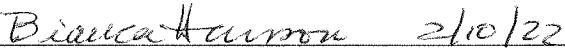
Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

 2/10/22

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.

G/L ACCOUNT DETAIL

Org: 2055051	Object: 51060	0001-00000-04-20550-24-51-0000-0000-51060 -
OVERTIME PAY		

YEAR	PER	JOURNAL	EFF DATE	SRC T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR	NAME/ITEM DESC	COMMENTS
2022	04	2830	10/20/2021	GNI	1	PR102021	206.18	Y		0				
2022	04	13	10/06/2021	GNI	1	PR1006	412.35	Y		0				
2022	03	2488	09/22/2021	GNI	1	PR0922	1,341.29	Y		0				
2022	03	858	09/08/2021	GNI	1	PR0908	3,167.74	Y		0				
2022	02	1622	08/25/2021	GNI	1	PR0825	2,796.83	Y		0				

Total Amount: 7,924.39

** END OF REPORT - Generated by Rob Robinette **

7924.39



COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date: 2/8/2022

The reason for this request is (check one):

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

Approval Required

Board

Board

Board

Auditor

Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

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.

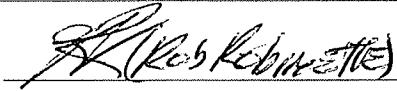
A) Unbudgeted emergency part-time staff support for Env Health during the Beckwourh and Dixie fires

B) Two (2) unfilled budgeted staff positions.

C) County Administrator requested mid-year budget review - clean-up of accounts.

D) See answers to A & B above.

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

 2/10/22

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

G/L ACCOUNT DETAIL

Org: 2055051 Object: 51020
OTHER WAGES

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR	NAME/ITEM	DESC	COMMENTS
2022	05	306	11/03/2021	GNI	1		PR10321	440.01	Y			0				
2022	04	2830	10/20/2021	GNI	1		PR102021	1,043.55	Y			0				
2022	04	13	10/06/2021	GNI	1		PR1006	665.60	Y			0				
2022	03	2488	09/22/2021	GNI	1		PR0922	723.80	Y			0				
								2,872.96								

Total Amount:

2,872.96

** END OF REPORT - Generated by Rob Robinette **

2,872.96

Item 4B3

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 2/8/2022

Dept. No: 20550

Date

(Auditor's Use Only)

The reason for this request is (check one):

Approval Required

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

Board

Board

Board

Auditor

Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund # Dept # Acct # Account Name \$ Amount

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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.

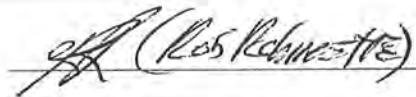
A) Desktop computers are aging and running slow, especially with the added security software, decreasing staff efficiency.

B) Unanticipated revenue from fire support work provided by Env Health in 2020.

C) County Administrator requested mid-year budget review combined with the need for updated computers.

D) See answer for B above.

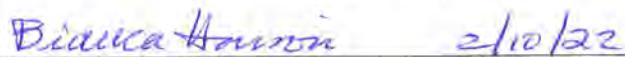
Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

 2/10/22

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

Plumas County

G/L ACCOUNT DETAIL

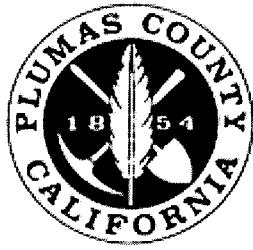
Org: 2055046 Object: 46253
REIMB - CO DISASTR RESPONS

0001-00000-04-20550-24-46-0000-0000-46253

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR	NAME/ITEM	DESC	COMMENTS		
2022	04	2674	10/29/2021	GCR	1		DEPOSIT	-5,725.94	Y		0		NORTH	COM				
2022	04	2636	10/27/2021	GCR	1		DEPOSIT	-1,356.00	Y		0		OES	NORTH				
										<u>6,781.94</u>								

Total Amount: -6,781.94

** END OF REPORT - Generated by Rob Robinette **

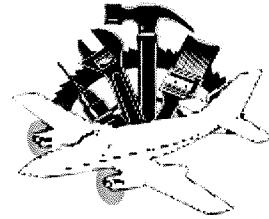


JD Moore
Interim Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **March 1, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Interim Director

SUBJECT: Authorize the Interim Director of Facility Services to recruit and fill, vacant extra help position at Taylorsville Campground.

Recommendation

Authorize the Interim Director of Facility Services to recruit and fill, vacant extra help position at Taylorsville Campground.

Background and Discussion

This extra help position became vacant in October 2021, when the Campground was closed for the season, and the previous host retired. The salary for this position is \$1,500 per month (April- October) and is paid for out of the County Parks budget (20756).

Attachments

Critical Staffing Memo

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2021/2022

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?

It is important that this position is approved/filled in order to have a Campground Host available when the Campground opens on April 15, 2022.

3. How long has this position been vacant?

The Campground was closed for the season in October, 2021. At that time, the campground host retired and moved out of the area.

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?

Unknown- Campgrounds typically have a host on site to monitor the grounds/visitors, and collect fees.

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

Without a Campground Host there will be nobody to monitor the Campground, collect money, clean the restrooms/showers, or perform grounds keeping within the Campground.

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

There will be nobody on site to collect overnight camping fees, RV sewer dump fees, "kitchen" rental fees, or coin operated shower money.

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

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?

Position is Extra Help and is at-will.

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?

Filling this position will not impact the general fund, as it is already budgeted for in FY21-22.

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

No, this department is funded by the general fund.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofofplumas.com**DATE:** February 17, 2022**TO:** The Honorable Board of Supervisors**FROM:** Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MARCH 1, 2022.
RE: ADOPT ORDINANCE, FIRST INTRODUCED ON FEBRAURY 115,2022
AMENDING ARTICLE 2 OF CHAPTER 5 OF TITLE 2 OF THE PLUMAS COUNTY
CODE (SALARIES: ELECTED OFFICIALS); DISCUSSION AND POSSIBLE ACTION

IT IS RECOMMENDED THAT THE BOARD:

Adopt Ordinance approving a one-time ten percent (10%) cost of living adjustment and an ongoing wage adjustment based on April to April Urban Consumer Price Index (CPI) starting July 1, 2022.

BACKGROUND AND DISCUSSIONS

It has been several years since the Elected Officials have received a wage adjustment. The attached Ordinance was introduced to provide compensation adjustments to Elected Officials pay schedules and a plan for ongoing COLAs based on the April's CPI on an annual basis, effective July 1st.

Below are two tables, one with current pay schedule and the other with the recommended 10% pay schedules.

Current Pay Schedule	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ASSESSOR	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89
AUDITOR/CONTROLLER	\$37.12	\$0.00	\$0.00	\$0.00	\$0.00	\$38.98	\$40.93	\$42.97	\$45.12	\$47.38
CLERK-RECORDER	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89
DISTRICT ATTORNEY	\$48.43	\$0.00	\$0.00	\$0.00	\$0.00	\$50.85	\$53.39	\$56.06	\$58.87	\$61.81
SHERIFF/CORONER	\$45.77	\$0.00	\$0.00	\$0.00	\$0.00	\$48.06	\$50.47	\$52.99	\$55.64	\$58.42
TREASURER/TAX COLLECTOR	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89

10% COLA Pay Schedule	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ASSESSOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
AUDITOR/CONTROLLER	\$40.83	\$0.00	\$0.00	\$0.00	\$0.00	\$42.88	\$45.02	\$47.27	\$49.63	\$52.12
CLERK-RECORDER	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
DISTRICT ATTORNEY	\$53.27	\$0.00	\$0.00	\$0.00	\$0.00	\$55.94	\$58.73	\$61.67	\$64.75	\$67.99
SHERIFF/CORONER	\$50.35	\$0.00	\$0.00	\$0.00	\$0.00	\$52.87	\$55.51	\$58.29	\$61.20	\$64.26
TREASURER/TAX COLLECTOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48

I recommend approving this 10% COLA for the Plumas County Elected Officials. If we do not act now to increase the base wages on the pay schedule, we may find it difficult to keep and when needed, attract qualified individuals.

CPI Annual Increases

To keep up with ongoing cost of living increases, I recommend the Board of Supervisors adopt the attached Ordinance that includes both the wage increases to the Elected Officials pay schedule, but also adopt an annual Consumer Price Index (CPI) Urban Consumer as reported for April each year. This CPI COLA will be effective July 1st of each year. The month of April Urban Consumer Price Index report provides the percentage increase and on occasion decrease to the pay schedule.

Human Resources department will continue to provide the annual CPI adjustments to pay schedules and provide this information to the various Elected Officials, effective July 1st on an annual basis.

Attachments:

Exhibit A: Ordinance for Elected Officials Wage Adjustments

ORDINANCE NO. 22-_____

**AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5 OF TITLE 2
OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION I. Article 2 of Chapter 5 of Title 2 of the Plumas County Code is amended to read as follows:

ARTICLE 2 SALARIES: ELECTED OFFICIALS

SECTION 2 – 5.201 Assessor

The salary of the Assessor shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.202 Auditor/Controller

The salary of the Auditor/Controller shall be \$84,926.40 as of February 15, 2022.

SECTION 2 – 5.203 County Clerk/Recorder

The salary of the County Clerk/Recorder shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.204 District Attorney/Public Administrator

The salary of the District Attorney/Public Administrator shall be \$110,801.60 as of February 15, 2022.

SECTION 2 – 5.206 Sheriff/Coroner

The salary of the Sheriff/Coroner shall be \$104,728.00 as of February 15, 2022.

SECTION 2 – 5.207 Treasurer/Tax Collector

The salary of the Treasurer/Tax Collector shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.208 BENEFITS for ELECTED OFFICIALS (UNCHANGED)

SECTION 2 – 5.209

The salary for each elected official shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison.

SECTION II. Operative Date: Effective Date: Publication: Codification

The Operative Date of this Ordinance is February 15, 2022.

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

Introduced at a regular meeting of the Board of Supervisors on the 15th day of February, 2022, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 1st day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors



Lindsay Fuchs
County Librarian

DATE: February 9, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Approve and authorize the County Librarian to sign for the \$200,000 grant *Stronger Together: Improving Library Access* from the CA State Library.

Recommendation:

Approve and authorize the County Librarian to sign for the \$200,000 grant *Stronger Together: Improving Library Access* from the CA State Library.

Background and Discussion:

Plumas County Library is committed to providing direct library services to the Greenville and surrounding areas post-Dixie Fire. The *Stronger Together: Improving Library Access* grant is a state-funded opportunity to help acquire a bookmobile as part of the CA State Library's efforts to help libraries eliminate barriers and implement new ways to bring literacy, technology, and other services to those who face challenges visiting their local public library.

Bookmobiles:

- Provide more flexibility in locations to help meet the needs of Dixie Fire survivors and other patrons who face transportation issues.
- Provide a cheaper and more convenient alternative to a continuously fluctuating temporary stationary space until the Greenville Library can be rebuilt. (Especially as over the next few years the town community points and needs change to match shifting demographics, and temporary locations that can house the Library get reprioritized to their original or new purposes. It also offers the Library more flexibility in creating a schedule to meet community needs.)
- Wildfire season continues to hit our community harder each year, to say nothing of potential other disasters. A bookmobile offers flexibility and a way to more rapidly respond to patron/community needs both during and after a crisis, including but not limited to evacuation periods.

- We can use this as a pilot test for how a bookmobile may also help county areas further from the three standing branches by creating more access points for elderly and disabled patrons, as well as other patrons who have trouble reaching the Library. Bookmobiles can add library services as part of other community and health center 'one-stop' shopping options.
- Provides in-person contact and service rather than other one-to-one service options like mail delivery service or scattered lockboxes. It also provides easier and better access to to-go and other library programming, a larger portion of our collection, direct technical assistance and access to technical devices/WiFi, and one-to-one reference services.

Fiscal Impact:

Outside of the initial cost of the bookmobile, costs associated with bookmobiles (maintenance and gas) are comparatively less to the cost of electricity, gas, water, building maintenance, custodial services, and other costs that factor into running a stationary building. Staff time would be required for either option. The bookmobile chosen will not require a CDL (commercial driver license); all County employees are required to have a CA Driver's License and will need to go through the required County steps to drive for the County, but will not require a specialized license or training to drive the bookmobile.

The Bookmobile cost will be around \$240,000 total. The *Stronger Together: Improving Library Access* grant is for \$200,000. This grant requires a match based on our library's Local Income Per Capita (LIPC) level, derived from California Public Libraries Survey data. We are in LIPC Level 1 and therefore must provide a 20% match of the requested funds for a total of \$40,000.

Funding to help pay the County portion of this grant can include the GoFundMe page set up for the Greenville Library after the Dixie Fire, potential other grants, private donations, fundraising help from the Long Term Recovery Group and our Friends of the Library groups, and other Dixie Fire related funds. From those revenue streams, we currently have about \$10,000, so as of now the County will be on line for \$30,000 of the bookmobile costs.



January 21, 2022

Lindsay Fuchs, County Librarian
County of Plumas
445 Jackson St
Quincy, CA 95971

Dear County Librarian Fuchs:

We are pleased to approve the grant application for the Greenville Bookmobile project for a total of \$200,000 in state grant funds.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

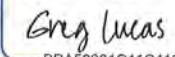
The Grant Monitor assigned to your project is Sam Bennett. They are available to assist you throughout the year and can be reached via email at sam.bennett@library.ca.gov.

Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:


BDA50981C41C416...
Greg Lucas
California State Librarian

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	ST-ILA-21-07
Library/Organization:	County of Plumas
Project Title:	Greenville Bookmobile
Award Amount:	\$200,000

APPROVED BUDGET

Personnel	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment (\$5,000 or more per unit)	\$200,000
Services (contracted)	\$0
Project Total	\$200,000
Indirect Cost	\$0
Grant Total	\$200,000

Start Date:	Execution of this agreement
End Date:	3/31/2024

Please understand that it can take from six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

Stronger Together: Increase Library Access participants are required to provide bi-annual financial and narrative reports as outlined in the grant terms and conditions (8/1/2022, 1/31/2023, 7/31/2023, and 1/31/2024); final financial and narrative reports by 4/30/2024; and updates upon request. Reports will be submitted to your grant monitor, Sam Bennett, by email at sam.bennett@library.ca.gov.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. Ten percent (10%) of the full grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions.

CONTACT

We want your project to be successful. Please work with the grant monitor and project consultant in implementing your project:

Grant Monitor:	Sam Bennett
Monitor Phone Number:	916-603-6703
Monitor Email Address:	sam.bennett@library.ca.gov
Project Consultant	Shana Sojoyner
Consultant Email Address	shana.sojoyner@library.ca.gov



**STATE FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and County of Plumas for the Greenville Bookmobile project

AWARD AGREEMENT NUMBER ST-ILA-21-07

This Award Agreement ("Agreement") is entered into upon Execution of this agreement by and between the California State Library ("State Library") and County of Plumas, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Greenville Bookmobile project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funding programs in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$200,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES AND REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 3/31/2024. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 3/31/2024 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Stronger Together: Increase Library Access opportunity.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

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the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
January – June	1 st Financial and Mid Project Program Narrative Report Due	8/1/2022
July – December	2 nd Financial and Mid Project Program Narrative Report Due	1/31/2023
January - June	3 rd Financial and Mid Project Program Narrative Report Due	7/31/2023
July – Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	4/30/2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a

minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule, and only for those activities and costs specified in the approved grant application and budget worksheet.
2. The Grantee shall complete, sign, and submit both the Claim for Payment (Exhibit B) and Certification of Compliance forms (Exhibit C), to the California State Library within 14 days of receiving this Award Agreement. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. Prompt Payment Clause

The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq.

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The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The State of California's website is designed, developed and maintained to be in compliance with California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

This State of California's website accepts no responsibility for the content or accessibility of the external websites or external documents linked to on this website.

The California State Library reserves the right to post project materials to the California State Library website. Project materials generated by state funded projects must meet the [California Accessibility Standards](#).

If for some reason a project material cannot be made accessible, please still submit it to the State Library but make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the grant project.

- a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
- b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publications or press release is:

"This project was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

County of Plumas
Lindsay Fuchs
445 Jackson St
Quincy, CA 95971
530-283-6575
lindsayfuchs@countyofplumas.com
m

California State Library
Sam Bennett
900 N Street
Sacramento, CA 95814
916-603-6703
sam.bennett@library.ca.gov

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any

contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
11. Failure to Perform: If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to the payment of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
12. Federal and State Taxes: The State Library shall not:

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- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

13. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
14. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
15. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
16. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
17. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

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18. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
19. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
20. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
21. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location within California and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
22. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
23. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection

with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

24. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$200,000 and shall be expended/encumbered in the designated award period.

25. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

26. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

27. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

28. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

29. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to California State Library's ten percent (10%) retention policy.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (for more information see Exhibit D or contact the Grant Monitor).
- f. Payment will be made only to the Grantee.

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- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
30. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
31. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified.
32. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
33. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.
34. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
35. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

36. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
37. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
38. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
39. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
40. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for the submission of biannual Narrative Reports, unless otherwise noted in the reporting schedule listed in the Procedures and Requirements section, on the progress and activities of the project. The reports are to be submitted to the State Library on the dates specified in the reporting schedule above.
 - b. The grantee shall be responsible for the submission of biannual Financial Reports, unless noted in the reporting schedule listed in the Procedures and Requirements section. These reports are to reflect the expenditures

made by the grantee under the agreement. The reports are to be submitted to the State Library on the dates specified in the reporting schedule above.

- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the award period must be received at least 30 days prior to that deadline.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$90,000 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports in the amount of \$90,000
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$20,000.
- f. If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the subrecipient, the subrecipient shall refund to the California State Library the amount of such excess payment.

41. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

42. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
43. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
44. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
45. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
46. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

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47. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
48. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
49. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION OF COMPLIANCE FORM

- 1. AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$200,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

- 8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state

agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)

11. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. DRUG FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

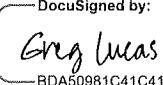
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15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

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Certification

ORGANIZATION	
Name: Plumas County Library	Address (official and complete): 445 Jackson St Quincy CA 95971
PROJECT COORDINATOR	
Name: Lindsay Fuchs	
Email: lindsayfuchs@countyofplumas.com	Phone: 530-283-6575
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Lindsay Fuchs	Title: County Librarian
Email: lindsayfuchs@countyofplumas.com	Phone:
Signature:	Date:
STATE LIBRARIAN	
Name: Greg Lucas	
Signature: DocuSigned by:  BDA50981C41C416...	Date: 2/9/2022

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EXHIBIT C: FINANCIAL CLAIM FORM

California State Library
Fiscal Office
PO Box 942837

County of Plumas
Greenville Bookmobile
ST-ILA-21-07-001
Fiscal Year: 2021-2022

CLAIM FORM
Greenville Bookmobile

Budget Citation: Item 6120-217-0001 – Chapter 240, Statutes of 2021

Purchasing Authority Number: CSL-6120	Reporting Structure: 61202000
COA: 5432000	Category: 84121600
Program #: 5312	Purchasing Authority Number: CSI-6120

DATE: _____

\$90,000

Claim of: 445 Jackson St Quincy CA 95971

Address: _____

Plumas County Library

For: _____

(Name of System or Agency)

Project Title: Greenville Bookmobile

Amount Claimed: \$90,000

Grant Award Number: ST-ILA-21-07

For Period From: upon execution to end of grant period

Type of Payment

PARTIAL

Payable Upon Execution of Agreement

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

by _____
(Signature of the authorized representative)
Lindsay Fuchs

(Print Name)
County Librarian

Digitized by srujanika@gmail.com

(Title)

State of California, State Library Fiscal Office

by _____ date _____
(State Library representative)



EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for updated
 expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidental

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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County of Plumas

Department of Probation

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



Keevin Allred
Chief Probation Officer

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

DATE: March 1, 2022

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: A Resolution to authorize adoption of new Plumas County Probation Department Policies and Procedures through Lexipol.

Recommendation:

Authorize a Resolution to adopt new Plumas County Probation Department policies and procedures through Lexipol. Policies are as follows:
311,312,315,318,400,500,508,509,802,803,806,812 and 817.

Background:

Plumas County Personnel Rule 1.04 Departmental Rules provides Probation Chief Officer to establish additional rules provided the County comply with the "meet and confer" obligation under California Government Code Section 3505. These new Probation Department Policies have been reviewed and approved by County Counsel, Human Resources, and have met the "meet and confer" obligation. They are needed for day to day operations of the Probation Department.

RESOLUTION NO: 2022-_____

A RESOLUTION TO ADOPT NEW PLUMAS COUNTY PROBATION DEPARTMENT POLICIES AND PROCEDURES THROUGH LEXIPOL

WHEREAS, Plumas County personnel Rule 1.04 Department Rules provides the Probation Chief Probation Officer to establish additional rules provided the County comply with the "meet and confer" obligation under California Government Code Section 3505; and

WHEREAS, during the Fiscal Year needs may arise to amend Plumas County's Policies; and

WHEREAS, these new Probation Department Policies and Procedures are needed for the day to day operations of this department; and

WHEREAS, this request was brought to the attention of County Counsel, Human Resources Director, and the Probation Association who approves of this resolution to adopt these Lexipol Policies and Procedures; and

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve this Resolution to adopt new Plumas County Probation Department Policies and Procedures according to Lexipol as follows:

Policies: 311, 312, 315, 318, 400, 500, 508, 509, 802, 803, 806, 812, and 817.

The foregoing information 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 1st day of March by the following vote:

AYES: Supervisors:

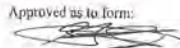
NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

Report Preparation

311.1 PURPOSE AND SCOPE

Best Practice

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

311.2 POLICY

Best Practice

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

311.3 EXPEDITIOUS REPORTING

Best Practice

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

311.4 REPORT PREPARATION

Best Practice

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

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

311.4.1 HANDWRITTEN OR TYPED REPORTS

Discretionary

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

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

Plumas County Probation Department

Probation Manual

Report Preparation

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

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

311.4.2 NOTATION OF INFORMATION RECEIVED FROM THIRD PARTIES

Best Practice

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

311.5 ADULT REQUIRED REPORTING

Best Practice **MODIFIED**

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

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

311.5.1 REPORTS TO THE COURT

State **MODIFIED**

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

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

Plumas County Probation Department

Probation Manual

Report Preparation

311.5.2 CRIMINAL ACTIVITY AND VIOLATION CONDUCT

Best Practice

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

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

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

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

311.5.3 NON-CRIMINAL ACTIVITY AND NON-VIOLATION CONDUCT

Best Practice

Non-criminal activity to be documented includes:

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

311.5.4 MISCELLANEOUS INJURIES

Best Practice

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

Plumas County Probation Department

Probation Manual

Report Preparation

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

311.6 JUVENILE REPORTING

Best Practice **MODIFIED**

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

311.6.1 SOCIAL STUDY REPORT

State

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

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

311.6.2 ADDITIONAL REPORTS

State **MODIFIED**

Officers should also:

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

311.7 COUNTY PERSONNEL OR PROPERTY

Best Practice **MODIFIED**

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

Report Preparation

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

311.8 REVIEW AND CORRECTIONS

Discretionary **MODIFIED**

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

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

311.8.1 CHANGES AND ALTERATIONS

Best Practice **MODIFIED**

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

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

311.9 ISSUED DATE

Agency Content

311.9.1 REVISED DATE(S)

Agency Content

Media Relations

312.1 PURPOSE AND SCOPE

Best Practice

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

312.2 POLICY

Best Practice

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

312.3 RESPONSIBILITIES

Best Practice **MODIFIED**

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

312.4 PROVIDING ADVANCE INFORMATION

Best Practice

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

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

312.5 MEDIA REQUESTS

Best Practice **MODIFIED**

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

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

312.6 CONFIDENTIAL OR RESTRICTED INFORMATION

Best Practice **MODIFIED**

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

312.6.1 EMPLOYEE INFORMATION

Best Practice **MODIFIED**

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

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

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

312.7 RELEASE OF INFORMATION

Best Practice

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

312.8 ISSUED DATE

Agency Content

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Media Relations

312.8.1 REVISED DATE(S)

Agency Content

Limited English Proficiency Services

315.1 PURPOSE AND SCOPE

Federal **MODIFIED**

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

315.1.1 DEFINITIONS

Federal **MODIFIED**

Definitions related to this policy include:

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

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

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

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

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

315.2 POLICY

Federal

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

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

315.3 LEP COORDINATOR

Best Practice

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

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

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

315.4 FOUR-FACTOR ANALYSIS

Federal

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

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

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

315.5 TYPES OF LEP ASSISTANCE AVAILABLE

Federal **MODIFIED**

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

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

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

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

315.6 WRITTEN FORMS AND GUIDELINES

Federal

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

315.7 AUDIO RECORDINGS

Federal

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

315.8 QUALIFIED BILINGUAL MEMBERS

Federal

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

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

315.9 AUTHORIZED INTERPRETERS

Federal **MODIFIED**

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

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

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

315.9.1 SOURCES OF AUTHORIZED INTERPRETERS

Federal **MODIFIED**

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

Other sources may include:

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

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

315.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

Federal

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

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

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

315.10 CONTACT AND REPORTING

Best Practice

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

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

315.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

Federal **MODIFIED**

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

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315.12 FIELD SUPERVISION

Federal **MODIFIED**

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

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

315.13 INVESTIGATIVE FIELD INTERVIEWS

Federal **MODIFIED**

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

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

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

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

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

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

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315.14 CUSTODIAL INTERROGATIONS

Federal

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

315.15 COMPLAINTS

Federal

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

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

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

315.16 COMMUNITY OUTREACH

Best Practice MODIFIED

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

315.17 TRAINING

Federal

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

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

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315.17.1 TRAINING FOR AUTHORIZED INTERPRETERS

Federal **MODIFIED**

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

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

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

315.18 ISSUED DATE

Agency Content

315.18.1 REVISED DATE(S)

Agency Content

Child and Dependent Adult Safety

318.1 PURPOSE AND SCOPE

Best Practice

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

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

318.2 POLICY

Best Practice

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

318.3 PROCEDURES DURING AN ARREST

Best Practice

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

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

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

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

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318.3.1 AFTER AN ARREST

Best Practice

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

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

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

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

318.3.2 DURING THE BOOKING PROCESS

Best Practice **MODIFIED**

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

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

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

318.3.3 REPORTING

Best Practice **MODIFIED**

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

318.3.4 SUPPORT AND COUNSELING REFERRAL

Best Practice

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

318.3.5 SELF-SURRENDER

Best Practice

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

318.4 DEPENDENT WELFARE SERVICES

Best Practice

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

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

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

318.5 TRAINING

Best Practice

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

318.6 ISSUED DATE

Agency Content

318.6.1 REVISED DATE(S)

Agency Content

Initial Intake to Probation Services

400.1 PURPOSE AND SCOPE

Best Practice

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

400.2 POLICY

Best Practice

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

400.3 ADULT INTAKE TO SUPERVISION

State

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

The intake program should include but is not limited to:

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

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

400.4 JUVENILE INTAKE TO SERVICES

Best Practice

400.4.1 JUVENILE INTAKE OFFICERS

Best Practice **MODIFIED**

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

400.4.2 OUT-OF-CUSTODY JUVENILE INTAKE

Best Practice

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

The intake program should include but is not limited to:

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

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

400.4.3 IN-CUSTODY JUVENILE INTAKE

State **MODIFIED**

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

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

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

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

400.5 ISSUED DATE

Agency Content

400.5.1 REVISED DATE(S)

Agency Content

Crime Scene Integrity and Investigation

500.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidance regarding the discovery of a crime or crime scene by department members and any corresponding investigation of a crime.

This policy is intended to address criminal investigations of new crimes or crime scenes, not specific violations of an offender's terms of probation. See the Violations Policy.

500.2 POLICY

Best Practice **MODIFIED**

It is the policy of this department to secure the safety of the public and the preservation of crime scenes, when reasonably practicable, until relieved by the agency having primary investigative jurisdiction. It is also the policy of this department to cooperate with the agency having primary investigative jurisdiction of newly discovered crimes as set forth in this policy.

500.3 INITIAL CONSIDERATIONS

Best Practice **MODIFIED**

Officers who become aware of a crime or crime scene, including one that may involve clients under the supervision of the Department, shall contact the agency having primary investigative jurisdiction as soon as practicable.

If the crime involves a client under supervision by the Department, the officer should coordinate investigative responsibilities and share relevant information with the responding agency having primary investigative jurisdiction.

An officer who reasonably believes that an individual present during the commission of a crime or at a crime scene is under probation supervision by another officer or other department should take reasonable steps to notify the individual's supervising officer or the associated department to coordinate any necessary investigative responsibilities.

500.3.1 RESPONSE

Best Practice **MODIFIED**

Officers who encounter or who are first to arrive at a crime scene should:

- (a) Contact agency having primary investigative jurisdiction.
- (b) Contact Dispatch and request additional assistance and resources (e.g., emergency medical services, fire), if appropriate.
- (c) Notify a supervisor.
- (d) When reasonably practicable, provide for the general safety of those within the immediate area by mitigating, reducing, or eliminating threats or dangers.
- (e) Evacuate the location safely as required or appropriate.

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- (f) Identify potential witnesses.
- (g) Secure scene and deny entry to all persons until the arrival of the agency having primary investigative jurisdiction, except for EMS.

500.4 ARRESTS

Best Practice **MODIFIED**

An officer at the location of a crime or crime scene should not initiate an arrest unless the officer has a reasonable belief that an immediate arrest is appropriate and warranted to prevent imminent harm to others and only if legally permitted under the circumstances. Additional guidance regarding officer arrest authority under California law is provided in the Probation Authority Policy. Officers should be cognizant of relevant Miranda issues referencing crime investigations.

Circumstances involving domestic violence or the crime of possession of medical marijuana may require exceptional handling under California law.

500.4.1 ARRESTS AND INVESTIGATIONS INVOLVING DOMESTIC VIOLENCE

Best Practice **MODIFIED**

Absent extenuating circumstances involving an imminent threat of death or bodily injury to the officer or another person, officers who have probable cause to believe that an offense involving domestic violence has occurred within their presence should request response by the agency having primary investigative jurisdiction.

This should be considered even if the officer has arrest authority under California law. However, if the officer is authorized or required to take enforcement action, the officer shall take steps to reasonably ensure that appropriate action is taken, including an arrest when there is probable cause to do so in accordance with Penal Code § 830.5 (a)(4). In such case, any decision not to arrest shall be made by the officer's supervisor.

500.4.2 ARRESTS AND INVESTIGATIONS INVOLVING THE USE OF MEDICAL MARIJUANA

State

Officers shall not arrest a cardholder or designated primary caregiver in possession of an identification card solely for the crime of possession, transportation, delivery, or cultivation of medical marijuana at or below the statutory amount unless there is probable cause to believe that (Health and Safety Code § 11362.71; Health and Safety Code § 11362.78):

- (a) The information contained in the card is false or falsified.
- (b) The card has been obtained or used by means of fraud.
- (c) The person possesses marijuana, but not for personal medical purposes.

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Officers should refer to the Violations Policy when a client alleges possession or use of marijuana for medicinal purposes and the client's terms of supervision do not allow for medicinal use or possession.

500.5 EVIDENCE

Best Practice **MODIFIED**

Officers shall not conduct searches beyond the scope of their authority, or when they reasonably suspect that a search would jeopardize crime scene investigation integrity. Evidence discovered at a crime scene and that pertains to an officer's investigation of a probation violation should be documented. but the collection and preservation of such evidenceshall be done by the agency having primary investigative jurisdiction.

Officers who discover evidence that does not relate to a probation violation should defer to the agency having primary investigative jurisdiction for collection.

500.6 REPORTS

Best Practice **MODIFIED**

Reports should include adequate investigative information and reference to all evidence and facts that are reasonably believed to be either incriminating or exculpatory to any individual in a related criminal case, as well as information that may adversely affect the credibility of a witness. If an officer learns of potentially incriminating or exculpatory information any time after submission of a report, the officer should prepare and submit a supplemental report documenting such information as soon as practicable.

Officers should proceed with the Violations Policy when the investigation involves a violation of probation conditions.

500.6.1 DISCLOSURE OF REPORTS

Best Practice **MODIFIED**

Upon completion, reports, including any supplemental reports, should be transmitted to the prosecutor's office and to any other agency to whom the original report was sent (e.g., local law enforcement agency). Release should be approved by a supervisor prior to disclosure.

Disclosure of protected information in this context may be subject to the Records Maintenance and Release and Protected Information policies. See the Violations Policy, regarding information disclosure as part of a probation violation hearing.

500.7 RECORDS

Best Practice

Reports created in relation to a crime or crime scene investigation should be retained in accordance with the Records Maintenance and Release Policy.

500.8 ISSUED DATE

Agency Content

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500.8.1 REVISED DATE(S)

Agency Content

Immigration Violations

508.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines to members of the Plumas County Probation Department relating to immigration and interacting with federal immigration officials.

508.1.1 DEFINITIONS

State

The following definition applies to this policy (Government Code § 7284.4):

Immigration enforcement – Any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, including any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry or reentry to, or employment in the United States.

508.2 POLICY

Federal

It is the policy of the Plumas County Probation Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

508.3 VICTIMS AND WITNESSES

Best Practice

To encourage cooperation, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of the Plumas County Probation Department will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and not in any way that would violate the United States or California constitutions.

508.4 IMMIGRATION STATUS AND DETENTIONS

State

Immigration status may be reported to the court as required. Any reasonably discovered change in the immigration status of any client or any discrepancy in the record about the person's immigration status should be documented and reported to the court.

No individual should be detained solely for the purpose of waiting for information from immigration officials (Government Code § 7284.6).

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Immigration Violations

508.4.1 IMMIGRATION INQUIRIES PROHIBITED

State

Officers shall not inquire into an individual's immigration status for immigration enforcement purposes (Government Code § 7284.6).

508.4.2 CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)

State

Members shall not use information transmitted through CLETS for immigration enforcement purposes except for criminal history information and only when consistent with the California Values Act (Government Code § 15160).

Additionally, members shall not use the system to investigate immigration violations of 8 USC § 1325 (improper entry) if that violation is the only criminal history in an individual's record (Government Code § 15160).

508.5 FEDERAL REQUEST FOR ASSISTANCE

Federal **MODIFIED**

Requests by federal immigration officials for assistance from this department should be directed to the Chief Probation Officer. The Chief Probation Officer is responsible for determining whether the requested assistance would be permitted under the California Values Act (Government Code § 7284.2 et seq.).

508.6 INFORMATION SHARING

Federal

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):

- (a) Sending information to or requesting or receiving such information from federal immigration officials
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state, or local government entity

Nothing in this policy restricts sharing information that is permissible under the California Values Act.

508.7 U VISA AND T VISA NONIMMIGRANT STATUS

Federal

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

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Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the appropriate prosecutor or the appropriate law enforcement agency.

508.8 TRAINING

State

The Training Manager should ensure officers receive immigration training on this policy. Training should include prohibitions contained in the California Values Act (Government Code § 7284 et seq.).

508.9 ISSUED DATE

Agency Content

508.9.1 REVISED DATE(S)

Agency Content

Field Training

509.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for field training that ensure standardized training and evaluation; facilitate the transition from the training setting to the actual performance of general duties; and introduce the policies, procedures, and operations of the Plumas County Probation Department. The policy addresses the administration of field training and the selection, supervision, training, and responsibilities of the Field Training Officer (FTO).

509.2 POLICY

Best Practice

MODIFIED

It is the policy of the Plumas County Probation Department that all newly hired or appointed officer trainees will participate in field training that is staffed and supervised by trained and qualified Designees within their first year of employment or six months of field work assignment, as applicable.

509.3 FIELD TRAINING

Best Practice

MODIFIED

The Department should establish minimum standards for field training, which should be of sufficient duration to prepare officer trainees for probation duties. The field training is designed to prepare trainees for a probation supervision assignment and ensure they acquire the skills needed to operate in a safe, productive, and professional manner, in accordance with the general duties of this department.

To the extent practicable, field training should include procedures for:

- (a) Issuing training materials to each trainee at the beginning of each trainee's field training.
- (b) Daily, weekly, and monthly evaluation and documentation of the trainee's performance as determined by the supervising probation officer.
- (c) A multiphase structure that includes:
 1. A formal evaluation progress report completed by the FTOs involved with the trainee and submitted to the Supervising Probation Officer and designee.
 2. Assignment of the trainee to a variety of shifts and supervision tasks.
 3. Assignment of the trainee to a rotation of FTOs, when available, to provide for an objective evaluation of the trainee's performance.
- (d) The trainee's confidential evaluation of the assigned FTOs and the field training process.
- (e) Retention of all field training documentation in the officer trainee's training file, including:

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1. All performance evaluations.
2. A certificate of completion certifying that the trainee has successfully completed the required number of field training hours.

509.4 FTO COORDINATION AND GUIDELINES

State **MODIFIED**

The Chief Probation Officer shall delegate certain responsibilities to designees.

The responsibilities of the coordinator/supervising probation officer include but are not limited to:

- (a) Assigning trainees to FTOs.
- (b) Conducting FTO meetings.
- (c) Maintaining and ensuring FTO and trainee performance evaluations are completed.
- (d) Maintaining, updating, and issuing department training materials to each FTO and trainee.
- (e) Developing ongoing training for FTOs.
- (f) Mentoring and supervising individual FTO performance.
- (g) Monitoring the overall performance of field training.
- (h) Keeping the Chief Probation Officer informed through monthly evaluation reports about the trainees' progress.
- (i) Maintaining a liaison with designee from other probation agencies.
- (j) Maintaining a liaison with probation CORE staff on recruit officer performance during CORE attendance.
- (k) Performing other activities as may be directed by the Chief Probation Officer.

509.5 FTO SELECTION, TRAINING, AND RESPONSIBILITIES

Best Practice

509.5.1 SELECTION PROCESS

Best Practice **MODIFIED**

The selection of an FTO will be at the discretion of the Chief Probation Officer or the authorized designee. Selection should be based on the officer's:

- (a) Desire to be an FTO.
- (b) Experience, which should include a minimum of two years of field supervision.,
- (c) Demonstrated ability as a positive role model.
- (d) Evaluation by supervisor.

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- (e) Possession of, or ability to obtain, approved certification.

An FTO must remain in good standing and may be relieved from FTO duties due to discipline, inappropriate conduct, or poor performance.

509.5.2 TRAINING

Best Practice

An officer selected as an FTO shall successfully complete the department-approved training prior to being assigned as an FTO.

All FTOs should complete an update course approved by this department at least every three years while assigned to the position of FTO.

509.5.3 TRAINING MATERIALS

Best Practice **MODIFIED**

The FTO shall receive training materials outlining the requirements, expectations, and objectives of the FTO position. FTOs should refer to their training materials or the designee regarding specific questions related to FTO or field training.

509.5.4 RESPONSIBILITIES

Best Practice **MODIFIED**

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

- (a) Issuing trainee field training materials to the assigned trainee in accordance with the Training Policy.
 1. The FTO should ensure that the trainee has the opportunity to become knowledgeable of the subject matter and proficient with the skills as set forth in the training materials.
 2. The FTO shall sign off on all completed topics contained in the training materials, noting the methods of learning and evaluating the performance of the assigned trainee.
- (b) Completing and reviewing weekly performance evaluations with the trainee as directed by the supervising probation officer.
- (c) Completing a detailed weekly performance evaluation of the assigned trainee at the end of each week as directed by the supervising probation officer
- (d) Completing a monthly evaluation report of the assigned trainee at the end of each month.
- (e) Providing the supervisor with a verbal synopsis of the trainee's activities at the end of each day or during any unusual occurrence needing guidance or clarification.

509.6 ISSUE DATE

Agency Content

509.6.1 REVISED DATE(S)

Agency Content

Performance Evaluations

802.1 PURPOSE AND SCOPE

Discretionary

This policy provides guidelines for the Plumas County Probation Department performance evaluation system.

802.2 POLICY

Discretionary

The Plumas County Probation Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

802.3 TYPES OF EVALUATIONS

Discretionary

The Department shall use the following types of evaluations:

Regular - An evaluation completed at regular intervals by the employee's immediate supervisor. Employees who have been promoted should be evaluated as established by the Human Resources Department or, minimally, on the anniversary of the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period, and fewer than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

Special - An evaluation that may be completed at any time the supervisor and Supervisor or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

802.3.1 RATINGS

Discretionary

When completing an evaluation, the supervisor will identify the rating category that best describes the employee's performance. The definition of each rating category is as follows:

Outstanding - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

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Exceeds standards - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

Meets standards - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

Needs improvement - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

Unsatisfactory - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses, and requirements for improvement. Any job dimension rating marked as unsatisfactory or outstanding shall be substantiated with supervisor comments.

802.3.2 PERFORMANCE IMPROVEMENT PLAN

Discretionary

Employees who receive an unsatisfactory rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures, and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review the employee's performance and the status of the PIP at least monthly.

802.4 EVALUATION PROCESS

Discretionary

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based on documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. Such notification

Performance Evaluations

should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment.

802.5 EVALUATION FREQUENCY

Discretionary

Supervisors shall ensure that all employees they supervise are evaluated at least once every year on the anniversary of the employee's date of appointment or hire.

Those employees who are required to successfully complete a probationary period should be evaluated monthly.

802.6 EVALUATION INTERVIEW

Discretionary

When the supervisor has completed the employee's evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions, and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

802.6.1 DISCRIMINATORY HARASSMENT FORM

Best Practice

At the time of each employee's annual evaluation, the supervisor shall provide access to and require the employee to read the County harassment and discrimination policies. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

- (a) The employee understands the harassment and discrimination policies.
- (b) The employee has had all questions regarding the policies sufficiently addressed.
- (c) The employee knows how to report alleged harassment and discrimination policy violations.
- (d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the discrimination or harassment policies.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the

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employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

802.7 APPEAL

Discretionary

An employee who disagrees with the evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

To request an appeal, the employee shall forward a written memorandum within three days to the evaluating supervisor's Supervisor or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

802.8 CHAIN OF REVIEW

Discretionary

The signed performance evaluation and any employee attachment should be forwarded to the evaluating supervisor's Supervisor or the authorized designee. The Supervisor or the authorized designee shall review the evaluation for fairness, impartiality, uniformity, and consistency, and shall consider any written response or appeal made by the employee.

The Supervisor or the authorized designee should evaluate the supervisor on the quality of ratings given.

802.9 RETENTION AND DISTRIBUTION

Discretionary

The original performance evaluation and any original correspondence related to an appeal shall be maintained by the Department in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee and also forwarded to the County Human Resources Department.

802.10 ISSUED DATE

Agency Content

802.10.1 REVISED DATE(S)

Agency Content

Special Assignments and Promotions

803.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines for promotions and for making special assignments within the Plumas County Probation Department.

803.2 POLICY

Discretionary **MODIFIED**

The Plumas County Probation Department determines assignments and promotions in a non-discriminatory manner based upon job-related factors, candidate skills, and qualifications. Assignments and promotions are made by the Chief Probation Officer with input from line supervisors.

803.3 SPECIAL ASSIGNMENT POSITIONS

Discretionary **MODIFIED**

Including but limited to the following positions are considered special assignments and not promotions:

- (a) Inter-agency task force
- (b) Field Training Officer

803.3.1 GENERAL REQUIREMENTS

Discretionary **MODIFIED**

The following requirements should be considered when selecting a candidate for a special assignment:

- (a) DPO II or above
- (b) When applicable, possession of or ability to obtain any certification required by the California Board of State and Community Corrections (BSCC) or Standards and Training for Corrections (STC)
- (c) Exceptional skills, experience, or abilities related to the special assignment

803.3.2 EVALUATION CRITERIA

Discretionary

The following criteria will be used in evaluating candidates for a special assignment:

- (a) Presents a professional, neat appearance
- (b) Maintains a physical condition that aids in performance
- (c) Expressed an interest in the assignment
- (d) Demonstrates the following traits:
 1. Emotional stability and maturity

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2. Stress tolerance
3. Sound judgment and decision-making
4. Personal integrity and ethical conduct
5. Leadership skills (e.g., ability to guide others, composure, fairness, values, motivation, decision quality, trust, honesty, team development, courage, continuous learning, clear oral communication, resilience, decisiveness, accountability, strategic thinking)
6. Initiative
7. Adaptability and flexibility
8. Ability to conform to department goals and objectives in a positive manner

803.3.3 SELECTION PROCESS

Discretionary **MODIFIED**

The selection process for special assignments will include an administrative evaluation as determined by the Chief Probation Officer to include:

- (a) Supervisor interview - The Supervisor will schedule interviews with each candidate.
 1. The Supervisor will submit recommendations to the Chief Probation Officer.
- (b) Assignment by the Chief Probation Officer.

The selection process for all special assignment positions may be waived for temporary assignments, emergency situations, training, and at the discretion of the Chief Probation Officer.

803.4 PROMOTIONAL REQUIREMENTS

Discretionary **MODIFIED**

Requirements and information regarding any promotional process are available at the County Human Resources Department. Refer to the Job Descriptions in the Organization Structure and Responsibility Policy for further information.

803.5 ISSUED DATE

Agency Content

803.5.1 REVISED DATE(S)

Agency Content

Reporting of Arrests, Convictions, and Court Orders

806.1 PURPOSE AND SCOPE

State

The purpose of this policy is to describe the notification requirements and procedures that members must follow when certain arrests, convictions, and court orders restrict their ability to perform the official duties and responsibilities of the Plumas County Probation Department.

This policy will also describe the notification requirements and procedures that certain retired officers must follow when an arrest, conviction, or court order disqualifies them from possessing a firearm.

806.2 POLICY

Best Practice

The Plumas County Probation Department requires disclosure of member arrests, convictions, and certain court orders to maintain the high standards, ethics, and integrity in its workforce, and to ensure compatibility with the duties and responsibilities of the Plumas County Probation Department.

806.3 DOMESTIC VIOLENCE CONVICTIONS AND COURT ORDERS

Federal

Federal and California law prohibits individuals convicted of certain offenses and individuals subject to certain court orders from lawfully possessing firearms. Such convictions and court orders often involve allegations of the use or attempted use of force, or threatened use of a weapon on any individual in a domestic relationship (e.g., spouse, cohabitant, parent, child) (18 USC § 922; Penal Code § 29805).

All members and retired officers with identification cards issued by the department are responsible for ensuring that they have not been disqualified from possessing firearms by any such conviction or court order, and shall promptly report any such conviction or court order to a supervisor, as provided in this policy.

806.4 OTHER CRIMINAL CONVICTIONS AND COURT ORDERS

State

While legal restrictions may or may not be imposed by statute or by the courts upon conviction of any criminal offense, criminal conduct by members of this [department_office] may be inherently in conflict with their duties and the public trust, and shall be reported as provided in this policy.

Convictions of certain violations of the Vehicle Code and other provisions of law may also place restrictions on an employee's ability to fully perform the duties of the job (e.g., driver's license suspension or revocation).

Reporting of Arrests, Convictions, and Court Orders

Outstanding warrants and felony convictions also place restrictions on the ability of an officer to possess a firearm or remain a peace officer (Government Code § 1029; Penal Code § 29805).

806.5 REPORTING

Best Practice

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief Probation Officer) in writing of any past or current criminal detention, arrest, charge, or conviction in any state or foreign country, regardless of whether the matter was dropped or rejected, is currently pending, or is on appeal, and regardless of the penalty or sentence, if any.

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief Probation Officer) in writing if they become the subject of a domestic violence-related order or any court order that prevents the member or retired officer from possessing a firearm or requires a suspension.

Any member whose criminal arrest, conviction, or court order restricts or prohibits that member from fully and properly performing duties, including carrying a firearm, may be disciplined. This includes but is not limited to being placed on administrative leave, reassignment, and/or termination. Any effort to remove such disqualification or restriction shall remain entirely the responsibility of the member, on the member's own time and at the member's own expense.

Any employee failing to provide prompt written notice pursuant to this policy shall be subject to discipline, up to and including termination.

Retired officers may have their identification cards rescinded or modified, as may be appropriate (see the Retiree Concealed Firearms Policy).

806.6 ISSUED DATE

Agency Content

806.6.1 REVISED DATE(S)

Agency Content

Seat Belts

812.1 PURPOSE AND SCOPE

State

This policy establishes guidelines for the use of safety belts and child restraints. This policy will apply to all members operating or riding in department vehicles.

812.1.1 DEFINITIONS

Federal

Definitions related to this policy include:

Child restraint system - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and regulations set forth in 49 CFR 571.213 and Vehicle Code § 27360.

812.2 POLICY

Best Practice

It is the policy of the Plumas County Probation Department that members use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle accident.

812.3 WEARING OF SAFETY RESTRAINTS

Best Practice **MODIFIED**

All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased, or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including those who are not members of the Department, are properly restrained.

Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seatbelt would endanger the department member or the public. Members must be prepared to justify any deviation from this requirement.

812.4 TRANSPORTING CHILDREN

State

Child passengers younger than 8 years old shall be transported using an approved child restraint system in compliance with Vehicle Code § 27360.

Rear-seat passengers in a cage-equipped vehicle may have reduced clearance, which requires careful seating and positioning of seat belts. Due to this reduced clearance, and if permitted by law, children and any child restraint system may be secured in the front seat of such vehicles provided this positioning meets federal safety standards and the vehicle and child restraint system manufacturer's design and use recommendations. In the event that a child is transported in the front seat of a vehicle, the seat should be pushed back as far as possible and the passenger-

Seat Belts

side airbag should be deactivated. If this is not possible, members should arrange alternate transportation when feasible.

812.5 TRANSPORTING PERSONS IN CUSTODY

Best Practice

Persons in custody should be in a seated position and secured in the rear seat of any department vehicle with a transport restraint system or, when a transport restraint system is not available, by seat belts provided by the vehicle manufacturer. The transport restraint system is not intended to be a substitute for handcuffs or other appendage restraints. See the Transporting Persons in Custody Policy.

Persons in custody in leg restraints shall be transported in accordance with the Handcuffing and Restraints Policy.

812.6 INOPERABLE SEAT BELTS

Best Practice

Department vehicles shall not be operated when the seat belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the seat belt is inoperable.

Department vehicle safety belts shall not be modified, removed, deactivated, or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Chief Probation Officer.

Members who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

812.7 VEHICLES MANUFACTURED WITHOUT SEAT BELTS

Best Practice **MODIFIED**

Vehicles manufactured and certified for use without seat belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

812.8 VEHICLE AIRBAGS

Best Practice

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

812.9 ISSUED DATE

Agency Content

812.9.1 REVISED DATE(S)

Agency Content

Payroll Records

817.1 PURPOSE AND SCOPE

Discretionary

This policy provides the guidelines for completing and submitting payroll records of department members who are eligible for the payment of wages.

817.2 POLICY

Discretionary **MODIFIED**

The Plumas County Probation Department maintains accurate time cards and submits completed signed time cards to the Auditor's Department according to the posted pay schedule.

817.3 RESPONSIBILITIES

Discretionary **MODIFIED**

Members are responsible for the accurate completion and timely submission of their payroll records (time cards) for the payment of wages according to Plumas County Personnel Rules, Rule 6.

Supervisors are responsible for approving the payroll records for those under their direction.

817.4 TIME REQUIREMENTS

Discretionary **MODIFIED**

Members who are eligible for the payment of wages are paid on a scheduled bi-weekly basis as outlined in the payroll schedule, generally on the same day or date each period, with certain exceptions such as holidays. Payroll records (time cards) shall be completed and submitted to the immediate Supervisor who submits it to the Administrative Assistant for internal department tracking. The Administrative Assistant processes the time cards and ensures completed time cards are submitted to the Auditor's Department according to payroll schedule time lines.

817.5 RECORDS

Federal **MODIFIED**

The County Auditor shall ensure that accurate and timely payroll records are maintained as required by 29 CFR 516.2 for a minimum of three years (29 CFR 516.5).

817.6 ISSUED DATE

Agency Content

817.6.1 REVISED DATE(S)

Agency Content



AGENDA REQUEST

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to increase the Office Assistant III position allocation in Budget Unit 70560 by .25 FTE, and decrease the Office Supervisor position allocation in Budget Unit 70560 by .25 FTE.

Background:

As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, many State mandated. Due to staffing changes, the Agency would like to transfer .25FTE from the Office Supervisor position to the Office Assistant III position.

The attached Resolution has been approved to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Fund as these positions will be funded through the Programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to increase the Office Assistant III position allocation in Budget Unit 70560 by .25 FTE, and decrease the Office Supervisor position allocation in Budget Unit 70560 by .25 FTE.

RESOLUTION NO. 2022-_____

RESOLUTION TO AMEND FISCAL YEAR 2021-2022 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2021-2022 Position Allocation adding a 0.25 FTE to the Administrative Assistant series and reducing a 0.25 FTE to the Office Supervisor series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2021-2022 to reflect the following:

Budget Unit 70560	Current FTE	Change	New FTE
Office Assistant III	2.75	+0.25	3.00
Office Supervisor	1.00	- 0.25	0.75

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 15th day of February 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Joshua Bregg
Deputy County Counsel

**AGENDA REQUEST**

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one 1.0 FTE Licensed Vocational Nurse (LVN) I/II OR Registered Nurse (RN) I/II position.

Background:

Effective February 8, 2022, one (1) LVN has resigned from the Public Health Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one 1.0 FTE LVN I/II OR RN I/II in the Public Health Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Licensed Vocational Nurse I/II and Registered Nurse I/II Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
LVN's and RN's are responsible for providing clinic support for family planning, immunization, and student health services clients, and also acts as Nurse of the Day for call-in and walk-in clients. It is funded by health fees and other earned revenue.
- Why is it critical that this position be filled at this time?
Not filling this position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.
- How long has the position been vacant?
Effective 2/08/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 21/22 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **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? **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? If yes, provide the activity of the department's reserve account for the last three years?

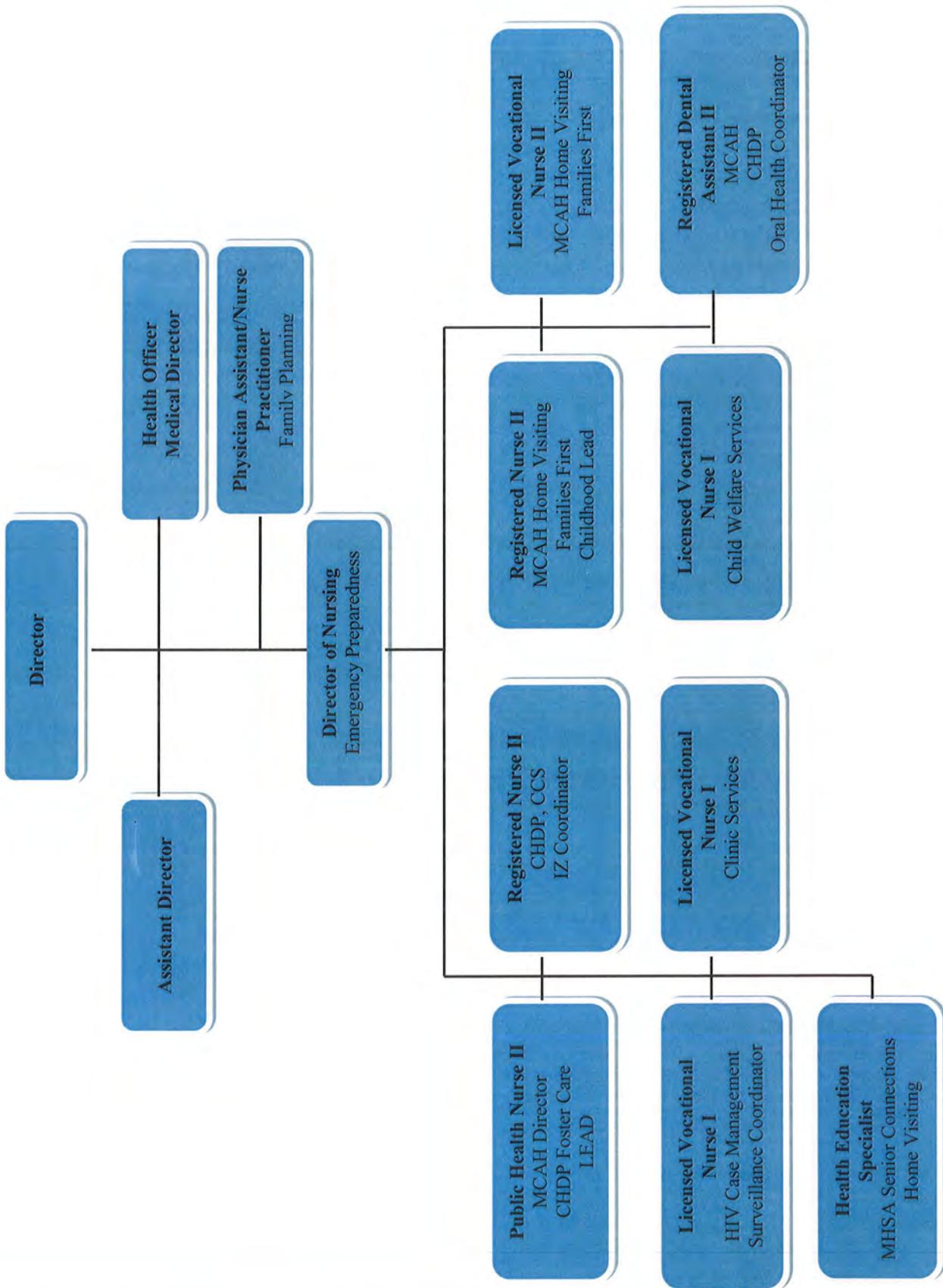
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

PLUMAS COUNTY PUBLIC HEALTH AGENCY
CLINIC & NURSING SERVICES DIVISION

3



**AGENDA REQUEST**

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill three (3) vacancies for the Senior Services program at the Portola site.

- One (1) Permanent Head Cook position at .875 FTE
- One (1) Permanent Driver position at .675 FTE
- One (1) Extra-Help Driver position at .675 FTE

Background:

There is a need to hire the 3 employees for the Portola site. The permanent positions have become vacant due to resignations. The additional extra-help driver is needed due to increased demand as well as due to a long-term illness on the part of one of the other current extra-help drivers.

The Department is requesting to these 3 vacancies.

Fiscal Impact:

These positions are able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) Permanent Head Cook position at .875 FTE; one (1) Permanent Driver position at .675 FTE; and one (1) Extra-Help Driver position at .675 FTE one part-time (0.625) FTE Assistant Cook for the Senior Nutrition program at the Chester site.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Head Cook / Public Health Agency

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

Head Cooks are responsible for coordinating the cooking, packaging, serving, as well as cleaning at the site. The head cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

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

Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

Effective 2/10/22

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 21/22 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **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? **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? If yes, provide the activity of the department's reserve account for the last three years?

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Driver I/II/III / Public Health Agency

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

Drivers are responsible for providing transportation for seniors who require help in going from one location to another. The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers' comfort.

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

Not filling this position will hinder the program from providing transportation to and from nutrition sites, for medical appointments and shopping. Proper service is essential to maintain AAA funding and contracts, which are based on utilization hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

Effective 2/10/22

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 21/22 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **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? **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? If yes, provide the activity of the department's reserve account for the last three years?

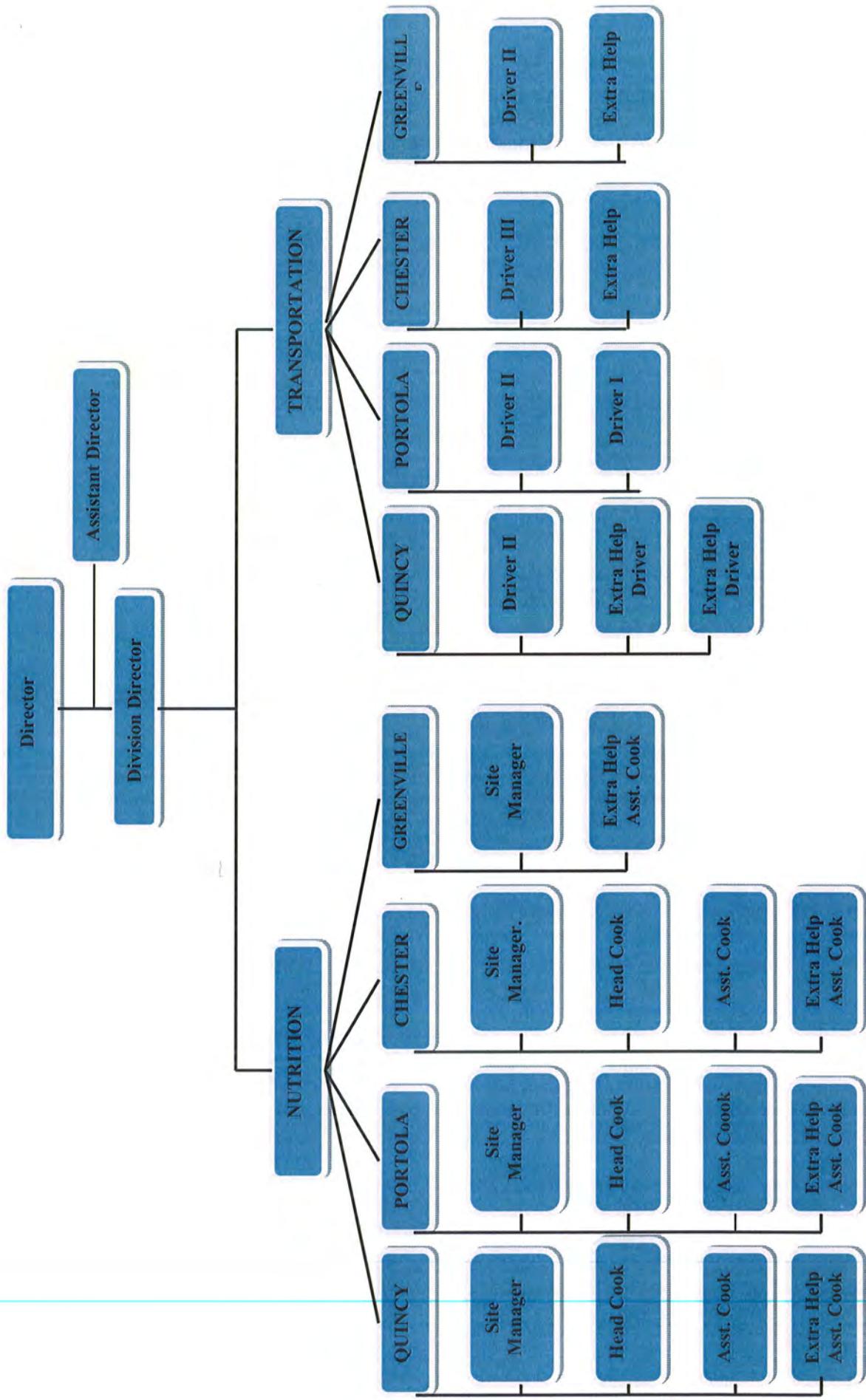
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION**

4



**AGENDA REQUEST**

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to add a 1.00 FTE to the Health Education Series position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

Background:

As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, many State mandated. With the increase in services required by both the State and the needs of the citizens of Plumas County, the staff of Public Health has taken on more responsibility in order to meet the deliverables of other essential service programs.

At the same time, increased State Funding has become available to allow the Public Health Agency to convert extra help staff to full-time, permanent staff.

For this reason, the Department is proposing to add 1.00 FTE to the Health Education Series position to its personnel allocation. This position will perform activities in support of the CMS Local Indigent Needs program and also in support of the Emergency Preparedness Office. This position will facilitate the project activities and timeline, complete grant reporting requirements, and coordinate meetings with key partner organizations.

This will be a limited term position, running from February 1, 2022 and ending on January 31, 2023.

Agenda Request

For the March 1, 2021 meeting of the Plumas County Board of Supervisors

Subject: Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to add a 1.00 FTE to the Health Education Series position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position

February 18, 2022

Page 2

Fiscal Impact:

There is no fiscal impact to the General Fund as these positions will be funded through the Programs in Public Health. Specifically, the following programs will fund this position:

- CMSP at .60 FTE
- PHEP at .10 FTE
- HPP at .30 FTE

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to add a 1.00 FTE to the Health Education Series position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

RESOLUTION NO. 2022-_____

**RESOLUTION TO AMEND FISCAL YEAR 2021-2022 PLUMAS COUNTY POSITION
ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2021-2022 Position Allocation adding a 1.00 FTE to the Health Education series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:
Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2021-2022 to reflect the following:

Budget Unit 70560	Current FTE	Change	New FTE
Health Education Coordinator I/II or	7.00	+1.00	8.00
Health Education Specialist or			
Community Outreach Coordinator			

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 18th day of January 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Joshua Brechtle
Deputy County Counsel I

Frank, Damien

From: Sherlock, Briana
Sent: Monday, February 7, 2022 10:41 AM
To: Frank, Damien
Subject: FW: New 1.0 FTE HES position

Please see below. Let me know if you have any questions :)

From: Sherlock, Briana
Sent: Wednesday, February 2, 2022 11:36 AM
To: Loomis, Dana <DanaLoomis@countyofplumas.com>; Frank, Damien <DamienFrank@countyofplumas.com>; Goni, Diane <DianeGoni@countyofplumas.com>
Cc: Beatley, Lori <LoriBeatley@countyofplumas.com>; Wilson, James <JamesWilson@countyofplumas.com>; Srouji, Leila <LeilaSrouji@countyofplumas.com>
Subject: RE: New 1.0 FTE HES position

Dear Dana and Damien,

I wanted to float this to the top of your inbox again so we can get it moving forward. Thank you!

From: Sherlock, Briana
Sent: Thursday, January 27, 2022 2:34 PM
To: Loomis, Dana <DanaLoomis@countyofplumas.com>; Frank, Damien <DamienFrank@countyofplumas.com>; Goni, Diane <DianeGoni@countyofplumas.com>
Cc: Beatley, Lori <LoriBeatley@countyofplumas.com>; Wilson, James <JamesWilson@countyofplumas.com>; Srouji, Leila <LeilaSrouji@countyofplumas.com>
Subject: New 1.0 FTE HES position

Hello,

The Health Promotion & Chronic Disease Prevention and Public Health Support Services Divisions would like to request a 1.0 FTE full time, fully benefitted, limited-term position at the HES level with the following characteristics:

Additional Job Duties:

The incumbent will work in the CMSP Local Indigent County Needs Program and Emergency Preparedness Office. This position will facilitate the project activities and timeline, complete grant reporting requirements, and coordinate meetings with key partner organizations. This position will also be responsible for developing an implementation plan for the Release from Incarceration to Treatment and Expanded Services (RITES) program in coordination with partner organizations. In addition, this position will assist with planning, organizing, and administering the County's Public Health Emergency Preparedness programs and work in partnership with other employees, departments/divisions, agencies and healthcare entities regarding pre-emergency planning, emergency response activities, and post-emergency functions

Funding Streams:

HPP .3 FTE

PHEP .1 FTE

CMSP .6 FTE

Dana – please let us know if this is approved.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

**AGENDA REQUEST**

For the March 1, 2022 meeting of the Plumas County Board of Supervisors

February 17, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorize budget transfer of \$75,000.00 from account 521900 (Professional Services) to account 51060 (Overtime Pay).

A handwritten signature in blue ink that reads "John Mannle".

Background:

The Plumas County Department of Public Works has encountered numerous incidents during fiscal year 21/22 that have caused an increase in overtime. The main reasons for the accrual of overtime has been Departmental staffing shortage during the Dixie Fire, the COVID-19 pandemic, and the recent significant winter storm that brought an abundance amount of snow. As a result of these unforeseen circumstances the Overtime Pay account is over budget.

In FY 21/22 fewer Maintenance staff were available early in the FY and as a result, available Maintenance personnel had to put in additional overtime to complete the necessary work. Department fiscal staff also lost time due to the Dixie Fire evacuations, the COVID-19 pandemic, and family emergencies. As a result, the available fiscal personnel had to put in additional overtime to complete the necessary work on a monthly basis.

The attached budget transfer has been reviewed and approved by the County Auditor.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board to approve the attached budget increase of the Overtime Pay account in the amount of \$75,000.00.

Attachment: Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Works Dept. No: 20521 Date 2/17/2022

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

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

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) Cover unanticipated overtime costs.

B) The line item for "Professional Services" came in lower than budget.

C) Overtime Pay is over budget because of unforeseen circumstances.

D) N/A

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Bianca Harris

2/18/22

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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

Plumas County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 08

ACCOUNTS FOR:
0002 ROAD

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510000 REGULAR WAGES	2,847,251	2,847,251	1,550,117.56	99,153.45	.00	1,297,133.14	54.4%
51020 OTHER WAGES	85,000	85,000	28,429.64	147.51	.00	56,570.36	33.4%
51060 OVERTIME PAY	85,000	85,000	110,397.25	4,106.32	.00	-25,397.25	129.9%
51070 UNEMPLOYMENT INSURANCE	3,201	3,201	1,600.00	429.00	.00	1,601.00	50.0%
51080 RETIREMENT	817,535	817,535	137,790.10	-399,642.76	.00	679,744.48	16.9%
51081 OPEB LIABILITY	113,985	113,985	0.00	0.00	.00	113,985.00	0.0%
51090 GROUP INSURANCE	686,359	686,359	377,463.98	25,619.87	.00	308,895.11	55.0%
51100 FICA/MEDICARE OASDI	239,423	239,423	130,515.81	8,191.05	.00	108,906.99	54.5%
51110 COMPENSATION INSURANCE	301,261	301,261	150,630.68	0.00	.00	14,630.32	50.0%
51121 BOOT ALLOWANCE	21,600	21,600	0.00	0.00	.00	5,800.00	34.6%
51123 TOOL ALLOWANCE	7,800	7,800	2,000.00	0.00	.00	-70.00	100.0%
51128 BILINGUAL ALLOWANCE	0	0	0.00	17.50	.00	115.26	65.5%
51150 LIFE INSURANCE	334	334	219.06	13.93	.00	6,838.52	37.8%
520201 PHONE - LAND LINE (\$)	11,000	11,000	4,161.48	511.59	.00	1,373.52	31.3%
520202 CELL PHONE SERVICE	2,000	2,000	626.48	0.00	.00	2,759.01	61.1%
520203 INTERNET SERVICE	7,100	7,100	4,340.99	358.90	.00	2,476.17	1.0%
520210 POSTAGE/SHIP, MAIL COST	2,500	2,500	23.83	0.00	.00	495.40	9.9%
520230 COPY CHARGES	500	500	4.00	0.00	.00	3,192.33	20.2%
520234 PRINTER SUPPLIES	4,000	4,000	807.67	0.00	.00	8,221.86	17.8%
520250 COPY MACHINE LEASE	10,000	10,000	1,778.14	0.00	.00	4,735.68	56.9%
520400 HOUSEHOLD EXPENSE	11,000	11,000	6,264.32	0.00	.00	3,406.94	57.4%
520407 REFUSE DISPOSAL	8,000	8,000	4,593.06	508.94	.00	22,258.59	30.2%
520410 SOFTWARE LICENSE	32,000	32,000	9,741.41	0.00	.00	275,144.52	35.3%
520900 EQUIPMENT MAINTENANCE	425,500	425,500	150,355.48	17,427.94	.00	3,207.78	35.8%
520940 SAFETY EQUIPMENT/EXPENSES	5,000	5,000	5,000	1,792.22	.00	0.00	0.0%
520980 CUTTING EDGES - SUPPLY	150,000	150,000	19,261.28	4,832.04	.00	130,738.72	12.8%
521102 FUEL - VEHICLE	300,000	300,000	173,867.18	54,343.84	.00	126,132.82	58.0%
521104 OIL, GREASE, LUBES -FLEET	26,200	26,200	2,535.31	0.00	.00	23,664.69	9.7%
521107 PRE-EMPLOYMENT COSTS	400	400	0.00	130.00	.00	0.00	2.5%
521210 RECLMTN MINE-WILLOW CRK	15,231	15,231	336.50	0.00	.00	14,894.50	2.2%
521220 RECLMTN MINE-ROCKY PNT	15,231	15,231	15,231	515.00	.00	14,715.50	3.4%
521230 OFFICE FURNITURE/EQUIP	1,000	1,000	192.66	0.00	.00	807.34	19.3%
521300 MAINT. BUILDINGS & GROUND	12,000	12,000	7,532.67	2,115.61	.00	4,467.33	62.8%
521600 MEMBERSHIPS/ANNUAL DUES	2,100	2,100	1,427.00	0.00	.00	673.00	68.0%
521800 OFFICE EXPENSE	11,000	11,000	3,511.41	0.00	.00	7,488.59	31.9%
521820 PRINTER	1,000	1,000	0.00	0.00	.00	1,000.00	0.0%
521900 PROFESSIONAL SVC	4,800,000	4,760,500	750,622.49	3,773.00	.00	4,009,877.51	15.8%
523700 PUBLICATIONS-LEGAL NOTICE	6,500	6,500	0.00	0.00	.00	6,500.00	0.0%
523800 EQUIP RENT/LEASE	15,000	15,000	0.00	0.00	.00	15,000.00	0.0%
524200 RENTS/LEASES STRUCTURES	30,000	30,000	0.00	0.00	.00	30,000.00	0.0%
524300 SMALL TOOLS/INSTRUMENTS	12,000	12,000	4,195.75	85.42	.00	7,804.25	35.0%
524400 SPECIAL DEPARTMENT EXPENSE	170,000	190,000	175,596.23	141,330.78	.00	14,403.77	92.4%
524601 CARB COMPLIANCE EXP	55,000	55,000	0.00	0.00	.00	55,000.00	0.0%
524760 SALT	20,000	20,000	0.00	0.00	.00	20,000.00	0.0%

5

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannie, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

AGENDA REQUEST

For the March 1, 2022 Regular Meeting of the Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Consideration of a proposed resolution, indicating Plumas County's intention to comply with California Senate Bill 1383 regulations regarding organic waste. If approved by CalRecycle, this Notice of Intention to Comply will waive any civil penalties for areas of non-compliance with SB 1383 for the calendar year of 2022.



BACKGROUND:

California Senate Bill 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills. SB 1383 has implications for generators of food waste such as Grocery Stores, Educational Facilities, County Fairs and eventually members of the public. Because Cal Recycle anticipates that full compliance with SB 1383 will be challenging for many jurisdictions, the state does offer a number of local waivers and exemptions. One such waiver is the Rural County exemption which postpones curbside organics collection requirements until January 1, 2025. On December 29, 2021, Cal Recycle approved Plumas County's Rural Waiver Application. While this waiver provides the county with valuable time for creating a residential organics collection program – there are still other requirements that must be met. This year, Public Works Solid Waste staff will coordinate with staff from Building Department, Environmental Health, County Legal Counsel as well as the Solid Waste Franchise Contractors to implement the remaining requirements of SB 1383.

The SB 1383 regulations are complex and burdensome on most California jurisdictions to implement. Failure to meet the requirements can result in substantial administrative fines. Through lobbying from cities and counties both large and small, Senate Bill 619 was passed. That legislation allows jurisdictions to apply for a waiver of administrative fines in 2022 for failure to meet SB 1383 regulatory deadlines.

RESOLUTION:

To obtain a waiver from administrative fines in 2022, the Board of Supervisors needs to approve a resolution establishing the County's intent to comply with the SB 1383 regulations. The Attached Resolution and accompanying application provides the necessary documentation for CalRecycle to approve the waiver request.

RECOMMENDATION FROM SOLID WASTE STAFF:

Solid Waste Staff respectfully recommends that the Board of Supervisors approve the attached resolution, indicating Plumas County's intent to comply with SB 1383 regulations. This notice of intention to comply will offer much needed relief from administrative penalties as the County continues to work towards full compliance.

RESOLUTION NO. 22 - _____

**ISSUE NOTICE OF INTENTION TO COMPLY WITH SB -1383
REGULATIONS**

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025.

WHEREAS, the County of Plumas is a local jurisdiction required to comply with the Regulations;

WHEREAS, the Plumas County Board of Supervisors is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year;

WHEREAS, Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan.

WHEREAS, the County of Plumas is a local jurisdiction authorized by the Statute to submit a Notification of Intent to Comply for CalRecycle approval;

WHEREAS, CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of the Statute;

NOW THEREFORE BE IT RESOLVED THAT:

The **Plumas County Board of Supervisors** by and through its **Director of Public Works** hereby formally adopts the Notification of Intent to Comply attached as Exhibit "A."

The **Plumas County Board of Supervisors** hereby authorizes and directs **Director of Public Works**, on its behalf, to submit the Notification of Intent to Comply attached as Exhibit "A" to CalRecycle for approval pursuant to the Statute.

By submitting the Notification of Intent to Comply pursuant to and subject to the above referenced requirements, the **County of Plumas** represents and certifies that it will implement

the proposed actions to remedy the violations according to the proposed schedule as approved by CalRecycle and in accordance with the Statute and Regulations.

The **County of Plumas** by and through its **Director of Public Works** also acknowledges and agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the circumstances for the correction of any violation(s) of the Statute and Regulations identified in its Notification of Intent to Comply.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of March 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

Exhibit "A"

Notification of Intent to Comply

CalRecycle is providing this optional form as a convenience to assist jurisdictions (counties, cities, a county and city, or special districts providing solid waste collection services) for purposes of submitting a notification of intent to comply to CalRecycle [see Public Resources Code (PRC) section 42652.5(c)].

A jurisdiction may submit a notification of intent to comply if it is facing continuing violations of the Short-lived Climate Pollutants: Organic Waste Reductions requirements in Title 14 California Code of Regulations (14 CCR). The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, shall be sent to CalRecycle no later than **March 1, 2022**, to NOIC@CalRecycle.ca.gov.

A jurisdiction shall, at minimum, include the following in its notification:

1. A description, with specificity, of the continuing violations.
2. A detailed explanation of the reasons, supported by documentation, why the local jurisdiction is unable to comply.
3. A description of the impacts of the COVID-19 pandemic on compliance.
4. A description of the proposed actions the local jurisdiction will take to remedy the violations within the timelines established in 14 CCR section 18996.2 with a proposed schedule for doing so. The proposed actions shall be tailored to remedy the violations in a timely manner.

Upon approval by CalRecycle of a jurisdiction's notification and implementation of the intent to comply, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to PRC section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.
 - a. CalRecycle may address through a corrective action plan any violations disclosed in a jurisdiction's notification that will take more than 180 days to correct. In this situation, the proposed actions and schedule in the jurisdiction's approved notification will be in effect until a corrective action plan is issued.

CalRecycle will respond in writing to a jurisdiction within 45 business days of receiving its notification with an approval, disapproval, request for additional information, or timeline for a decision on approval or disapproval. CalRecycle will include details about why a jurisdiction did not meet the requirements for a Notification of Intent to Comply when disapproving the jurisdiction's notification.

Please clearly print or type responses. Attach additional pages as necessary.

Jurisdiction Name: County of Plumas	County: Plumas
Person Completing the Form: Solid Waste Program Manager	
First Name: Sean	Last Name: Graham
Title: Solid Waste Program Manager	
Mailing Address: P.O. Box 1225	
City: Quincy	Zip Code: 95971
Email Address: seangraham@countyofplumas.com	
Phone Number: (530) 283-6032	

1. Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.

Example:

- (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- i. *Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents*
 - ii. *Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.*

Disclaimer: The list of possible continuing violations below is not inclusive of all potential violations of the regulations.

- (A) 14 CCR section 18984 Combined Organic Waste Collection Services. *This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.*
- (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services
- (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services
- (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services
- (F) 14 CCR section 18984.5 Container Contamination Minimization
- (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization
- (H) 14 CCR section 18984.7 Container Color Requirements
- (I) 14 CCR section 18984.8 Container Labeling Requirements
- (J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction
- (K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.
- (L) 14 CCR section 18985.2. Edible Food Recovery Education and Outreach
- (M) 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements
- (N) 14 CCR section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers
- (O) 14 CCR section 18988.3. Self-haulers of Organic Waste
- (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program
- (Q) 14 CCR section 18989.1. CALGreen Building Codes
- (R) 14 CCR section 18989.2 Model Water Efficient Landscape Ordinance

- (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- (T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program
- (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
- (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
- (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
- (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
- (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement

(AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting

Note: This requirement is not included since jurisdictions are still expected to report to CalRecycle.

- (BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements

Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be completing this action due to the requirements of PRC Chapter 12.9 (commencing with Section 42649.8)

- (CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements

- (DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations

Note: This requirement is not included since jurisdictions are still expected to investigate complaints.

- (EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction

Use the check box(es) below to write in the continuing violations for any regulatory section(s) not reflected above and describe the specific violations related to the regulatory section.

Example:

- (1) (Type regulatory section number) (Type regulatory section title)
i. *Describe the specific violations related to the regulatory section*

(1)

(2)

(3)

(4)

(5)

2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.

The SB 1383 regulations are complicated and require the very small jurisdiction of Plumas County to comply on a very aggressive timeline. The 2021 Dixie Fire impacted nearly every department in the county and occupied staff's time well into the fall of 2021. County staff are working to implement the regulatory requirements, however additional time is needed to meet all deadlines.

3. A description of the impacts of the COVID-19 pandemic on compliance.

State and local restrictions on gatherings and interactions, as a result of COVID-19, impede timely compliance with SB 1383 regulations. Additionally, COVID-19 caused frequent staff absences and disruptions to daily office activity across departments within Plumas County.

4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below.

* See attached document detailing areas of violation as well as tasks needed for completion.

County Staff anticipates compliance can be achieved by December 31, 2022.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.



Signature

John Mannle

Printed Name

Director of Public Works



Date

Description of the proposed actions with proposed schedules the jurisdiction will take to remedy the violations. The proposed actions shall be tailored to remedy the violations in a timely manner.

Regulatory Requirement and Description	
Action	Proposed Schedule
TASK 1:	Date to be completed:
TASK 2:	Date to be completed:
TASK 3:	Date to be completed:

Regulatory Requirement and Description	
Action	Proposed Schedule
TASK 1:	Date to be completed:
TASK 2:	Date to be completed:

Add Attachment

EXAMPLE

Regulatory Requirement: (B.i.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services	Proposed Schedule
Description: Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents	
Action	Proposed Schedule
TASK 1: <i>Purchase two additional collection trucks and modify collection routes</i>	Date to be completed: 4/7/2022
TASK 2: <i>The city will work with its hauler to find a facility to accept mixed organic waste.</i>	Date to be completed: 4/14/2022

Regulatory Requirement: (B.ii.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services	Proposed Schedule
Description: Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.	
Action:	Proposed Schedule
TASK 1: <i>Purchase two additional collection trucks and modify collection routes</i>	Date to be completed: 4/21/2022
TASK 2: <i>The city will work with its hauler to acquire and distribute appropriate containers to all commercial accounts. The city will obtain monthly reports from the hauler to monitor full distribution of carts.</i>	Date to be completed: 4/28/2022

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

Regulatory Requirement	Violation	Task
14 CCR 18988.1, 18989.3: Self Hauler Approval	Plumas County does not currently have an agreement with Waste Haulers for customers to self haul organic waste to Plumas County Transfer Stations for recycling.	Coordinate with Franchise Contractors Feather River Disposal and InterMountain Disposal to implement a complaint procedure for customers self hauling organic waste to Plumas county Transfer Stations.
14 CCR 18988.4, 18991.2, 18993.2, 18993.4, 18995.2: Recordkeeping Requirements	Plumas County currently does not have a recordkeeping system in place to track progress on SB 1383 compliance.	Utilize Recyclist software to implement a compliant county-wide recordkeeping system.
14 CCR 18989.1, 18989.2: CalGreen Building Codes + Water Efficient Landscape Ordinance	Plumas County does not currently have compliant building codes + landscape ordinances satisfactory to SB 1383 requirements.	Coordinate with Building Department staff to implement compliant ordinances.
14 CCR 18991.1, 18992.1, 18992.2: Edible Food + Organic Waste Recovery + Capacity Planning	Plumas County currently does not have an edible food recovery program in place.	Coordinate with Environmental Health staff and local Food Recovery Organizations to implement compliant recovery and capacity planning policies and procedures.
14 CCR 18993.1, 18993.3: Procurement Requirements	Plumas County procurement policy is not currently in line with SB 1383 requirements.	Coordinate with the office of the County Administrator to implement compliant Organic Material + Recycled Material procurement policy.
14 CCR 18995.4: Enforcement	Plumas County does not yet have an enforcement ordinance for SB 1383 regulations.	Plumas County Legal Counsel is currently reviewing a draft SB 1383 compliant Enforcement Ordinance. Public Works staff will work in coordination with County Legal Counsel to implement a compliant ordinance.

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

AGENDA REQUEST

for the March 1, 2022 Meeting of the Board of Supervisors

February 18, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 2.5% (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., (IMD) serving Franchise Area No. 2.



PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 2.5% at transfer stations (for residential and commercial customers self-hauling solid waste to the Plumas County transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., serving Franchise Area No. 2.*
- 2. Enable commentary by the franchise contractor, Intermountain Disposal, Inc.*
- 3. Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
- 4. Consider the adoption of the attached, proposed Resolution to Increase Rates by 2.5% at Franchise Area No. 2 Transfer Stations.*

BACKGROUND:

The Solid Waste Program is funded, in part, by the Franchise Fee. This fee is stipulated as a percentage of the contractor's total revenue for a given year and adjustments to the Franchise Fee are made yearly (as needed) by an independent analysis as detailed in the Franchise Agreement between InterMountain Disposal and Plumas County. In 2018, the Director of Public Works increased the franchise fee from 6% to 8.5% via line item in the County budget, taking effect on January 1, 2019. This action was not in line with the Franchise Fee rate increase procedure described in the Franchise Agreement between InterMountain Disposal and Plumas County. For the 2020-2021 financial year, annual independent Refuse Rate Index evaluation per the franchise agreement determined that IMD was not entitled to a RRI increase.

PROPOSED RATE INCREASE SUMMARY FOR IMD:

The cumulative proposed fee increases described above are summarized as follows:

- 2.5% (residential and commercial customers self-hauling to transfer stations).

CONSIDERATION BY THE SOLID WASTE TASK FORCE

On January 25, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed fee increase matters and make a recommendation to the Board of Supervisors. The Solid Waste Task Force subsequently recommended that the Board of Supervisors to adopt the resolution.

PUBLIC NOTICE

On February 15, 2022, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with Proposition 13 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Intermountain Disposal, Inc. (serving Franchise Area No. 2) for residential and commercial customers self-hauling to Plumas County transfer stations located in Delleker and Graeagle, and directed Public Works staff to implement the notification actions associated with Prop. 13.

PUBLIC DOCUMENTS

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 20-8496
- IMD 2020 Audited Financial Statements
- IMD 2021 Refuse Rate Index (RRI) – Final report dated May 27, 2021
- Proposed Rate Increase (Exhibit A),

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>

RECOMMENDATION:

The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations located in Delleker and Graeagle (within Franchise Area No. 2), operated by franchise contractor Intermountain Disposal.

ATTACHMENTS:

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed Resolution for Transfer Station Rate Increase
- Letter from Chair of Solid Waste Task Force

RESOLUTION NO. 22-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF- HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.)

WHEREAS, the Plumas County Board of Supervisors, on June 16, 2020 , did adopt replacement Resolution No. 20-8496 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of Intermountain Disposal for a rate increase was considered at the duly noticed public hearing held on March 1, 2022, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 20-8496.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 20-8496, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$10.05 for the equivalent of two (2) cans or standard containers; \$15.35 for the equivalent of three (3) cans; and \$19.35 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$20.45;
 - (II) Compact pickup truck: \$25.45;
 - (III) Compact pickup truck with sideboards: \$32.15;
 - (IV) Standard-sized pickup truck: \$31.05;
 - (V) Standard-sized pickup truck with sideboards: \$38.40;
 - (VI) Larger trucks: \$22.35 per cubic yard maximum.
- (3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:
- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$17.35;
 - (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$32.15 maximum;
 - (III) Each tire sixteen (16") inches or less: \$3.80; Each tire seventeen (17") inches to twenty (20") inches: \$9.15; Each tire more than twenty (20") inches: \$16.85;
 - (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$24.85; Each stump thirteen (13") to twenty-four (24") inches: \$49.70; Each stump more than twenty-four (24") inches: \$74.60;
 - (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$4.15;
 - (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.
- (4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$92.50 per ton.
- (5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of March, 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

INTERMOUNTAIN DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

Exhibit A

Description of Service	Current Rates		2021 Rate Adjustment
	All		Proposed Transfer Station Rate
Transfer Station Unload Fees			
Two cans or standard containers	\$9.81		\$10.05
Three cans or standard containers	\$14.96		\$15.35
Four cans or standard containers	\$18.87		\$19.35
Station Wagon	\$19.96		\$20.45
Compact Truck	\$24.83		\$25.45
Compact Truck with Side Boards	\$31.38		\$32.15
Standard Size Pickup Truck	\$30.29		\$31.05
Standard Size Pickup Truck with Side Boards	\$37.48		\$38.40
Larger Trucks (per CY)	\$21.81		\$22.35
Transfer Station - Large and Restricted Items			
Washer, dryer, standard fridge, single mattress	\$16.94		\$17.35
Deep freezer, double mattress	\$31.38		\$32.15
Tire - 16" or less	\$3.73		\$3.80
Tire - 16.1" to 20"	\$8.92		\$9.15
Tire - 20" or more	\$16.42		\$16.85
Tree Stumps			
12" or less	\$24.22		\$24.85
13" to 24"	\$48.50		\$49.70
Greater than 24"	\$72.76		\$74.60
Cathode Ray Moniter or TV	\$4.04		\$4.15
Compacted Loads (per ton)	\$90.22		\$92.50



PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., March 1, 2022

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by InterMountain Disposal (Solid Waste Franchise Area No.2).

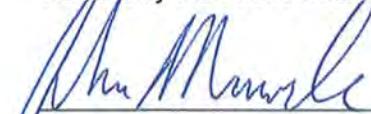
If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle by **2.5%** beginning on March 1, 2022. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:

<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 13, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.



John Mannle, P.E., Director
Plumas County Department of Public Works
Solid Waste Division



PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
John Sciborski, Chair

MEMORANDUM

Jan. 25, 2022

From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for
Solid Waste Franchise Area No. 2
To: Plumas County Board of Supervisors

On Tuesday, January 25, 2022, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of an issue brought to the Task Force by solid waste staff regarding the procedures that were used to increase the franchise fees for the County's franchise contractor, InterMountain Disposal, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF endorses the proposal by Plumas County's solid waste staff, and agreed to by Plumas County Counsel, to approve a rate increase for Solid Waste Franchise Area No. 2 in the amount of 2.50%, which is the same increase that Plumas County imposed on its franchise contractors in 2019 without the benefit of the proper procedures ordinarily required for such an increase. This franchise fee-related increase has already been incorporated into rate increase proceedings for Franchise Area No.1 in the past few months.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Sciborski".

John Sciborski



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: February 17, 2022
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *P*
RE: Agenda Item for the meeting of March 1, 2022

RECOMMENDATION:

Authorize the Sheriff to recruit and fill one Grant funded and allocated 1.0 FTE Victim Witness Advocate, and establish a hiring pool.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to recruit and fill one funded and allocated 1.0 FTE Victim Witness Advocate, and establish a hiring pool. The Sheriff needs to be able to fill Advocate positions as they become vacant and a hiring pool will help to keep the process moving.

The vacancy was created by a resignation on 01/14/22.

**CRITICAL STAFFING COMMITTEE
REQUEST FORM**

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

DATE OF REQUEST: 2/17/22

DEPARTMENT TITLE: Victim Witness

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20420

POSITION TITLES: Victim Witness Advocate

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

KEEPING POSITIONS FILLED ALLOWS FOR COVERAGE AND HELPS PREVENT ADDITIONAL OVERTIME COSTS.

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

THE POSITION IS FULLY GRANT FUNDED AND ALL FUNDS MUST BE EXPENDED TO PREVENT FUNDS BEING REVERTED BACK TO THE STATE.

How long has the position been vacant?

VACANCY CREATED BY RESIGNATION ON JANUARY 14, 2022.

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

NO.

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

EQUAL TO OR HIGHER THAN PLUMAS COUNTY.

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

ADVOCATE COVERAGE, PROVIDING SERVICES TO VICTIMS DUE TO INCREASED CASELOAD AND LACK OF ONE ADVOCATE POSITION.

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

NONE THIS IS A FULLY GRANT FUNDED POSITION.

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

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

N/A. VICTIM WITNESS IS FULLY GRANT FUNDED.

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. VICTIM WITNESS IS FULLY GRANT FUNDED.

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

NO.

VICTIM/WITNESS ADVOCATE

DEFINITION

Under general direction, to provide crisis intervention, emergency assistance, resource and referral counseling, and follow-up counseling for victims and witnesses of crimes and domestic violence situations in accordance with the Victim/Witness Program in the Sheriff's Department; to assist with the development of community resources for victim/witness assistance; to represent the Victim/Witness Program with community organizations and agencies; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class are responsible for providing a variety of victim/witness and program support services for the Victim/Witness Program. Incumbents may be on 24-hour call.

REPORTS TO

Sheriff/Coroner.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

VICTIM/WITNESS ADVOCATE - 2

EXAMPLES OF DUTIES

- Provides counseling and crisis intervention support for program clients.
- Interviews victims and witnesses of crimes, advising them of restitution rights and the availability of services.
- Assesses needs and makes referrals to appropriate community resources and organizations.
- Provides orientation on the criminal justice system, court assistance and support, and case status/disposition for program clients.
- Arranges for return of property held as evidence.
- Assists with crime compensation claims.
- Arranges for temporary child care, transportation, and/or emergency food and shelter for program clients.
- Explains program procedures, policies, and services.
- May accompany victim/witness to the court, providing advocacy with attorneys and other law enforcement agencies.
- Assists victims with preparation and presentation of victim impact statements.
- Promotes the Victim/Witness Program in the local community.
- Works with community organizations to develop resources and appropriate referral services for victims and witnesses.
- Makes presentations as necessary.
- Maintains liaison with other law enforcement agencies.
- Maintains program records and enters data into a computer system.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Rules and regulations governing victim/witness services and programs.
- Community needs for victim/witness services.
- Functions of public law enforcement agencies and the criminal justice system.
- Principles of providing assistance to victims and witnesses of crimes.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.

Ability to:

- Provide a variety of client and program support services for the Victim/Witness Program.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to victim/witness services.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from applicants and recipients in difficult circumstances of deprivation or emotional disturbance.
- Assist with development of community referral resources for program clients.
- Effectively represent victim/witness programs in contacts with service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

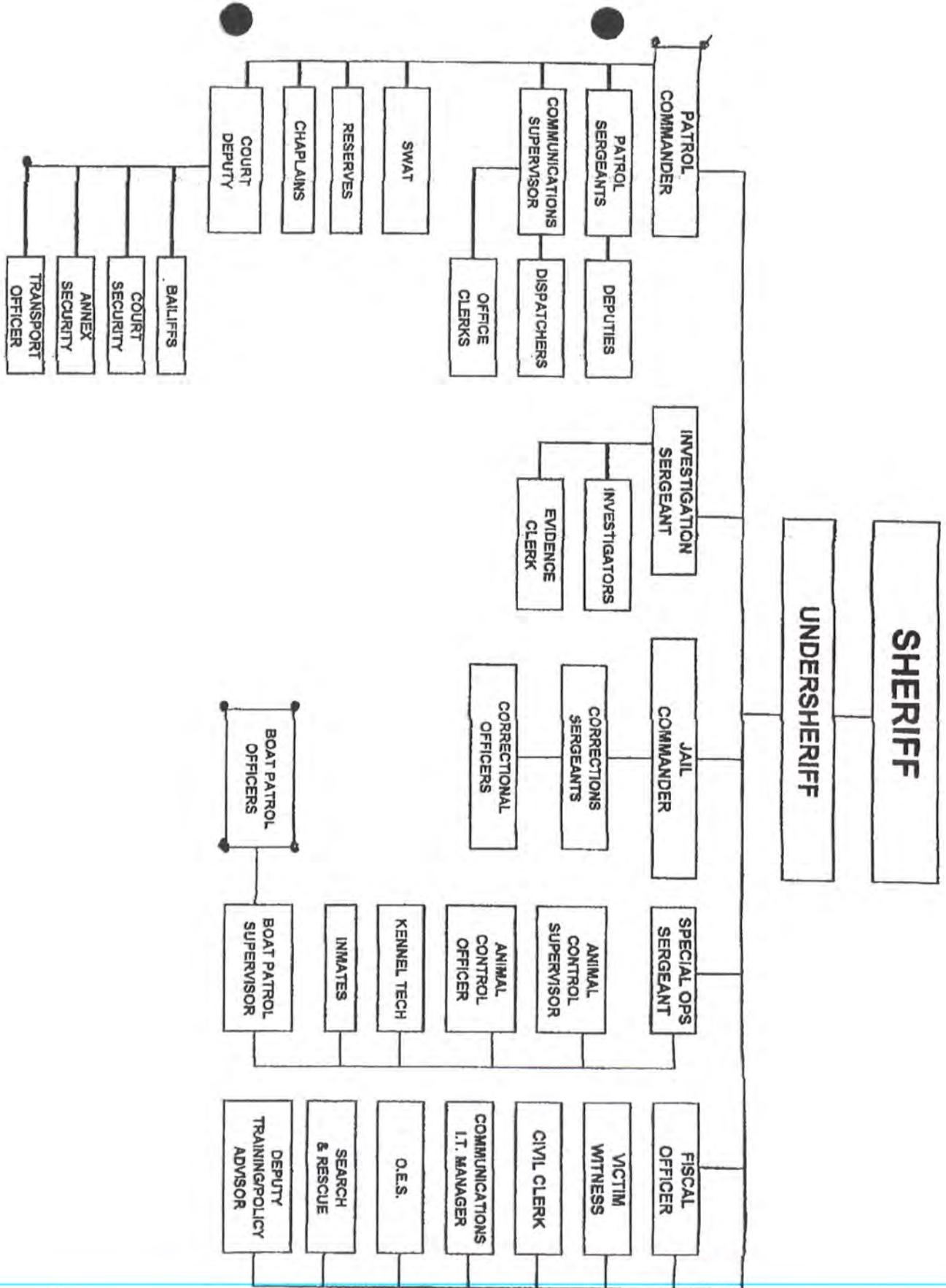
Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible work experience in dealing with victims and witnesses of crimes, or within the criminal justice system.

Advanced education in social or behavioral science, criminology, public administration, or administration of justice is highly desirable. 12 Semester units in an appropriate field may be substituted for one (1) year of the required experience.

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

Completion of mandated Office of Criminal Justice Planning training within one (1) year of appointment.





Item 4K

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: FEBRUARY 8, 2022
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR MARCH 1, 2022
RE: REQUEST TO FILL A VACANT INFORMATION SERVICES TECHNICIAN
POSITION AS SOON AS ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Information Services Technician position as soon as administratively possible.

Background and Discussion

The Department has experienced a vacancy in the position of Information Services Technician (IST). The position became vacant on February 16, 2022 when the prior incumbent retired. This position is critical to public safety and the safety of children as this position is assigned a support role in the Child Protective Services unit. The Information Systems Technician position assigned to the Child Protective Services program is responsible for a number of duties that are associated with the management and support of the Child Welfare Services/Case Management System (CWS/CMS). The IST assists Social Workers with navigating the CWS/CMS system and producing management reports and other documents from the program. The IST also produces and files all Court related reports and documents from the system. The IST is the primary contact point for help desk and state maintenance staff.

Funding Sources: Funding to support this position comes from federal pass through dollars, the State General Fund and 2011 Realignment dollars. There is no cost to the County General Fund associated with this position.

Financial Impact

There is no financial impact to the County General Fund. Funds to support this position come from the 2011 Public Safety Realignment of Child Protective Services.

Copies: DSS Management Staff
Nancy Selvage, Human Resources Director

Enclosures (3)

Position Classification: Information Systems Technician

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: The Information Systems Technician (IST) position assigned to the Child Protective Services program is responsible for a number of duties that are associated with the management and support of the Child Welfare Services/Case Management System (CWS/CMS). The IST assists Social Workers with navigating the CWS/CMS system and producing management reports and other documents from the program. The IST also produces and files all Court related reports and documents from the system. The IST is the primary contact point for help desk and state maintenance staff.

Funding Sources: Funding to support this position comes from federal pass through dollars, the State General Fund and 2011 Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Information Systems Technician – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

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

Answer: We no longer have capacity to perform the duties of this vacant position due to the need in our Child Welfare program to cover all of the essential support functions in the delivery system.

- How long has the position been vacant?

Answer: The position has been vacant since August of 2011 when the prior incumbent went out on a long term medical leave. She has not returned to work and the Department does not expect her to do so

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

Answer: No.

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

Answer: Other Counties utilize Information System Technicians in similar ways to assist with managing the Child Welfare Services Case Management System.

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

Answer: Child Protective Services

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

Answer: The state allocates funds to Counties to fulfill the mandate the requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

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

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

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

Answer: No.

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

Answer: No.

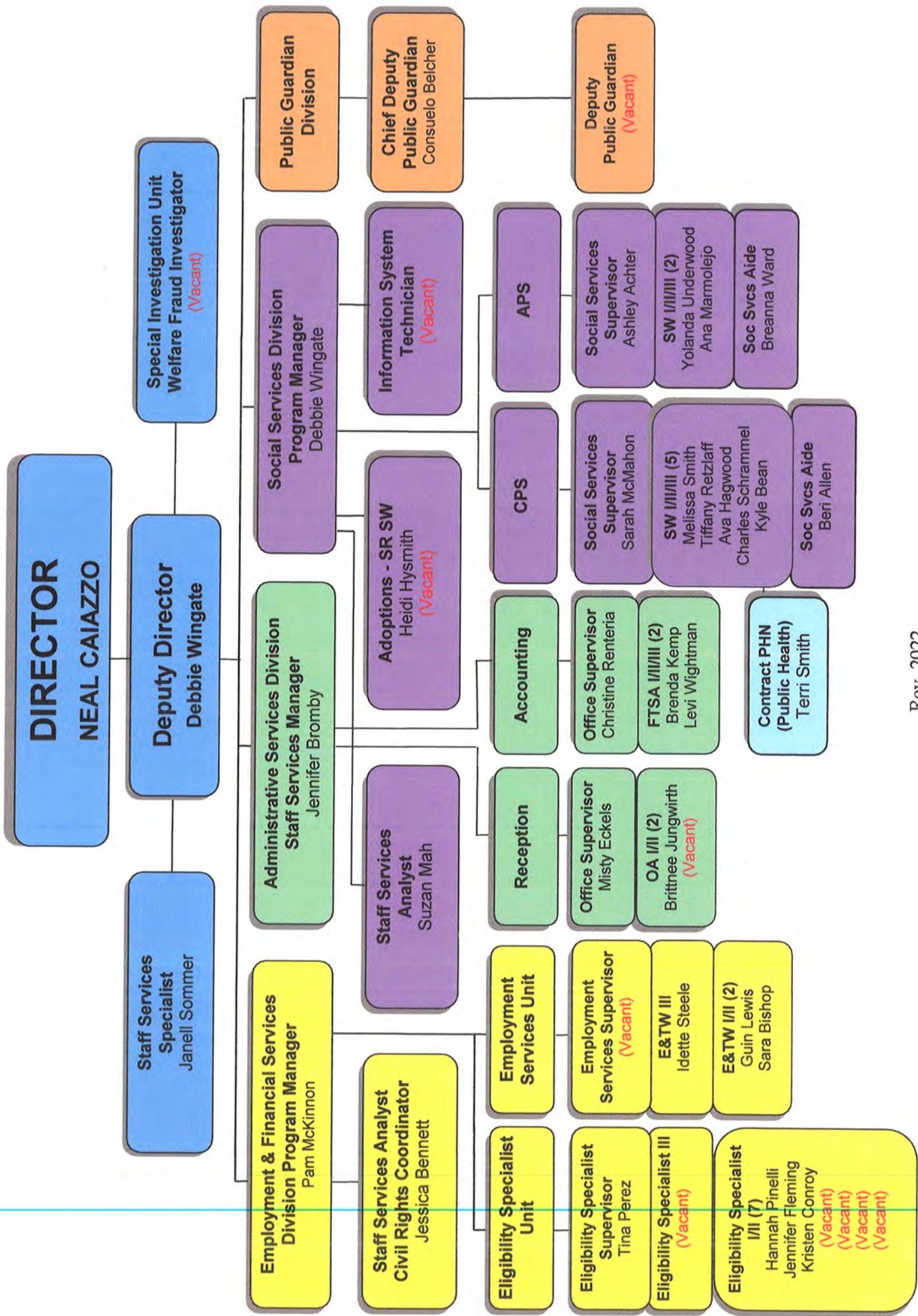
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



AMERICAN RECOVERY PLAN ACT (ARPA) FUNDS- PLUMAS COUNTY



CALIFORNIA HEALTH
COLLABORATIVE
changing lives by improving health and wellness

ARPA FUNDING

Plumas County: \$ 3,653,039

To cover costs incurred 3/3/21 – 12/31/24.

Projects must be completed by 12/31/26.

Encouraged expenditures:

Categories addressing racial disparities, inequities, disproportionate harm

Allowable expenditures:

Replace lost revenue, interventions for public health, direct aid, community & economic development, infrastructure

Community survey responses:

#1 - Broadband infrastructure

#2 – Support local businesses and CBOs with grants

#3 – Expand Behavioral Health services

#4 – Premium pay for essential workers

#5 – Water and sewer infrastructure

DEPARTMENT REQUESTS

*Administration - \$303,724

Behavioral Health - \$ 244,800

Engineering - \$ 33,000

*Human Resources - \$ 580,500 and \$ 774,000

Information Technology - \$ 150,000

Library - \$ 24,794

Broadband infrastructure - \$ 1,123,336

Sheriff's Office - \$ 335,950

Operating Engineers Union No. 3 - \$ 3,380,000

RECOMMENDATIONS: \$ 3,653,039

*Broadband infrastructure - \$ 1,891,571

Engineering - \$ 33,000

Sheriff's Office - \$ 235,950

*Human Resources - \$ 774,000

Information Technology - \$ 150,000

Library - \$ 24,794

Business and CBO grants - \$ 240,000

*Administration- \$ 303,724

REPORTING REQUIREMENTS

Annual Project and
Expenditure (P & E) reports

*P & E #1 - Due: 4/30/2022

+ Audit requirements

NEXT STEPS

Board to advise on funding

CHC to complete P & E #1 -
Due: 4/30/2022

CHC to provide status report
to Board in late Spring 2022

CONTACT INFORMATION:

DeAnne Blankenship, MPH, MCES

(530) 345-2483 x 213

dblankenship@healthcollaborative.org



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changing lives by improving health and wellness

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FEB 22 2022

PLUMAS COUNTY
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17 Attorneys for Petitioners

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF PLUMAS**

20 FEATHER RIVER ACTION! and PROJECT
21 COYOTE, a project of the EARTH ISLAND
22 INSTITUTE, a California non-profit
23 organization,

24 Petitioners.

25 v.

26 COUNTY OF PLUMAS, and PLUMAS-
27 SIERRA COUNTIES DEPARTMENT OF
28 AGRICULTURE,

29 Respondents.

30

COUNTY OF SIERRA,

31 Real Party in Interest.

32 Case No.

33 **NOTICE OF INTENT TO
34 COMMENCE ACTION AGAINST THE
35 COUNTY OF PLUMAS AND
36 PLUMAS-SIERRA COUNTIES
37 DEPARTMENT OF AGRICULTURE**

38 **[CEQA MATTER]**

39 [Code Civ. Proc. §1085,
40 Pub. Resources Code, § 21167.5]

1 TO THE COUNTY OF PLUMAS, PLUMAS-SIERRA COUNTIES DEPARTMENT OF
2 AGRICULTURE, AND COUNTY OF SIERRA:

3 PLEASE TAKE NOTICE, under Public Resources Code section 21167.5, that Petitioners
4 FEATHER RIVER ACTION! and PROJECT COYOTE, a project of the EARTH ISLAND
5 INSTITUTE, a California non-profit organization (Petitioners), intend to file a petition for writ of
6 mandate (Petition) under the provisions of the California Environmental Quality Act (CEQA)
7 against COUNTY OF PLUMAS (County) and PLUMAS-SIERRA COUNTIES DEPARTMENT
8 OF AGRICULTURE (Respondents) challenging the County's September 21, 2021 action to
9 approve the Fiscal Year 2021 budget for the "Cooperative Services Agreement between Plumas-
10 Sierra County and United States Department of Agriculture Animal and Plant Health Inspection
11 Service Wildlife Services" (the Agreement) without undertaking any environmental review as
12 required under CEQA.

13 The Petition will seek the following relief:

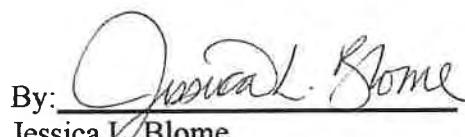
14 a. Grant a writ of mandate, commanding Respondents to:

- 15 i. Vacate and set aside approval of the Cooperative Services Agreement and
16 IWDM Program, and
17 ii. Conduct a sufficient environmental review under CEQA for the Cooperative
18 Services Agreement and IWDM Program

19 b. Award petitioners their attorneys' fees and costs of suit; and

20 c. Award such other and further relief as this Court may deem just and proper.

22
23 Dated: February 17, 2022. GREENFIRE LAW, PC

24
25 By: 
26 Jessica L. Blome
27 Attorney for Petitioners
28