



## **BOARD OF SUPERVISORS**

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

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

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

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

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

### **AGENDA FOR REGULAR MEETING OF**

**MARCH 8, 2022 TO BE HELD AT 10:00 A.M.**

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

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

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

### **Live Stream of Meeting**

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

### **ZOOM Participation**

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

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

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

### 1. **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. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor Area for the 4<sup>th</sup> of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2022) [View Item](#)

#### B. **AUDITOR/ CONTROLLER**

Approve and authorize the Chair to sign agreement between Plumas county Auditor and Howard E. Nyhart Company, Inc., for the GASB75 Accounting and Disclosure Interim report for FY 2021, and the full Actuarial Funding Valuation as of 6/30/2022; not to exceed \$11,650.00; approved as to form by County Counsel. [View Item](#)

#### C. **BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign agreement between Plumas County and California Mental Health Services Authority; participation agreement for the PEER Support Specialist Certification, 2022 Calendar year; approved as to form by County Counsel [View Item](#)

#### D. **FACILITY SERVICES**

Approve and authorize the Chair to sign agreement between Plumas County Facility Services and Franks Garage; for automotive repair services, automotive inspection, and maintenance services; not to exceed \$10,000.00; approved as to form by County Counsel. [View Item](#)

#### E. **PLANNING DEPARTMENT**

- 1) Ratify Chair approval of letter of support for Sierra Valley Groundwater Management District application for California Department of Fish and Wildlife 2022 Proposition 1, Restoration Grant Programs. [View Item](#)
- 2) Ratify Chair approval of letter of designation and support for Plumas County Cal OSBA (Office of the Small Business Advocate) California Microbusiness Covid 19 Relief Grant Program, application administered by Sierra Business Council. [View Item](#)

#### F. **PROBATION**

Approve and authorize the Chair to sign and ratify agreement between Plumas County Probation Department and Tehama County for Plumas youth accepted for placement in Tehama Juvenile Detention Facility; at a rate of \$150.00 per day; approved as to form by County Counsel. [View Item](#)

#### G. **PUBLIC HEALTH**

Approve and authorize the Chair to sign Grant Certification Statements for the following two grant programs from the California Department of Health Services: [View Item](#)

- Child Health and Disability Prevention Program (CHDP)
- California Children's Services (CCS)

#### H. **PUBLIC WORKS – SOLID WASTE**

Approve and authorize the Chair to sign agreement between Plumas County and Vestra Resources, Inc., for storm water compliance, sampling, and reporting at the Chester Landfill; not to exceed \$25,285.00; approved as to form by County Counsel. [View Item](#)

#### 3. **SENECA HAZARDOUS FUEL TREATMENT PROPOSAL** – Joe Smailes

Seneca Firewise Community, seeks to obtain a full Board resolution to support its efforts to the planning and implementation of pro-active forest fuel treatment on a landscape level. [View Item](#)

#### 4. **DEPARTMENTAL MATTERS**

##### A. **BEHAVIORAL HEALTH** – Tony Hobson

Adopt **RESOLUTION** to accept and authorize the Director of Behavioral Health to sign 4 year, \$1,749,800.00 grant agreement between the County of Plumas and the State of California Mental Health Services Oversight and Accountability Commission; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

##### B. **LIBRARY** – Lindsay Fuchs

- 1) Adopt a **RESOLUTION** to establish a change fund for the County Librarian per Government Code Section 29321; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Authorize the Librarian to recruit and fill, funded Extra Help Library Aid position(s) for as needed duties at the Chester Branch; discussion and possible action. [View Item](#)
- 3) Authorize supplemental budget transfer of \$750.00, from 20670/ 46230 – Donations; to expenditure account 20670/ 524510 – Books Special Dept.; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)
- 4) Authorize supplemental budget transfer of \$6,700.00, from 20670/ 51020 – Other wages; to expenditure account 20670/ 529500 – Computers; and supplemental budget transfer of \$2,300.00, from 20675/ 51020 – Other wages, to expenditure account 20675/ 529500 - Computers; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

##### C. **PUBLIC WORKS** – John Mannle

Authorize Public Works Road Department to recruit and fill, funded and allocated; (one) 1.00 FTE PW Road Maintenance Worker II position, for the Greenville Maintenance District; discussion and possible action. [View Item](#)

##### D. **SHERIFF** – Todd Johns

Authorize no contract payment of invoice # 165228, in the amount of \$3,840.00; and approve and authorize auditor to pay future invoices received from the State of California Department of Forestry and Fire Protection for Services provided at the new Jail project by the State Fire Marshal; discussion and possible action. [View Item](#)

#### 5. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on May 3, 2022 [View Item](#)

- B. Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and the Governor's Office of Emergency Services of the State of California; for Transfer of ownership and operation of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, Ca.; no funds to be exchanged between parties; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- C. Approve and authorize the Chair to sign the SAM Government Registration letter designating the Board Chair Kevin Goss as Entity Administrator; approved as to form by County Counsel; discussion and possible action [View Item](#)
- D. Approve and authorize the Chair to Sign and ratify Silman Engineering Right of Entry for the Sheriff Substation Historic Building site assessments; discussion and possible action. [View Item](#)
- E. **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 [View Item](#)
- F. **APPOINTMENTS**
  - 1) Appoint JD Moore as the Director of Facility Services; and approve and authorize the Chair to sign Employment Agreement; approved as to form by County Counsel; discussion and possible action.
  - 2) Appoint Mary Kliejunas to the Portola Cemetery District; discussion and possible action.
- G. Correspondence
- H. 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. Personnel: Public employee performance evaluation; Fair Manager (Board Only)
- B. Personnel: Public employee performance evaluation; Clerk of the Board (Board Only)
- C. Public employee appointment or employment – County Administrator/ Risk Management
- D. Conference with Legal Counsel: Initiating litigation 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 (2 cases)
- 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)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, March 15, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

**TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS  
IS DEDICATED IN MEMORY OF  
RONALD McCURLEY & LANCE LEDWIG**

**White, Heidi**

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**From:** Jennie Mathews <jennie@lakealmanorarea.com>  
**Sent:** Tuesday, February 22, 2022 12:27 PM  
**To:** Clerk of the Board - Shared Mailbox  
**Subject:** Chester 4th of July Parade - Approval Letter  
**Attachments:** BOS July 4 letter 2022.docx; Parade Route - Chester 2022.pdf; AR-M355N\_20220222\_152400.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The Lake Almanor Area Chamber of Commerce will be planning the 4th of July Parade in Chester again this year. We are beginning the process of our road encroachment application with the State and County. We require a letter of support from the Plumas County Board of Supervisors for the application to proceed.

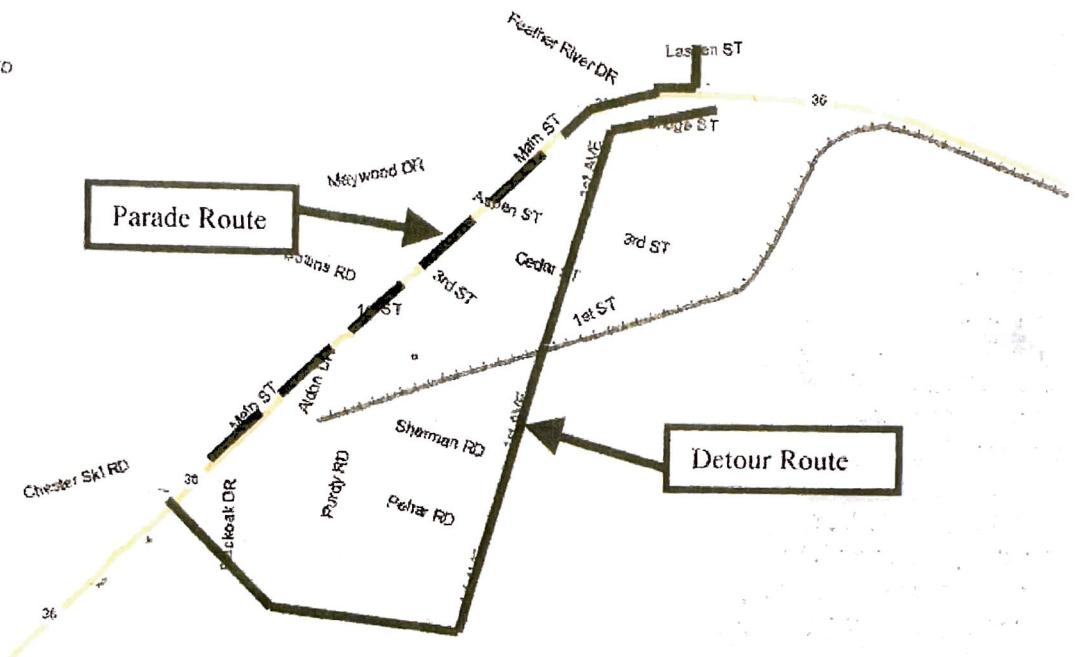
I've attached the listed documents, please let me know if you have any questions:

- Letter template that you will need to add your letterhead to, sign, PDF, and return to me. As a reminder, this letter will be sent to the DOT/State.
- Parade map for your reference.
- COI for your reference.

Thank you,  
Jennie Mathews

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Jennie Mathews  
Director, Lake Almanor Chamber of Commerce  
Cell: 925.789.0263





### Parade Route and Instructions for Entrants

- The Parade will assemble at the Collins Pine Company parking lot and begin as directed by the Staging Official.
- The Parade will proceed easterly on Main Street (Highway 36) and end after crossing the Feather River, with a left turn onto **OLSEN STREET**, which is at the end of the Parade.
- After leaving the parade route, entrants will be directed to continue to **LASSEN STREET**, which is at the end of the Parade Route.
- There will be water available at the end of the route and, be advised that you will be waiting at the Parade for a time while other entrants complete the Parade Route.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: <b>Rachelle Labosky</b>	
	PHONE (A/C, No., Ext.): <b>(530) 258-9992</b>	FAX (A/C, No.): <b>(530) 258-0111</b>
INSURED	E-MAIL ADDRESS: <b>rachelle@sagecreekinsurance.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>United States Liability Insurance Company</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

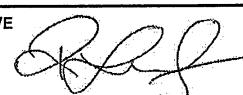
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	NBP1559375B	01/06/2022	01/06/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 100,000	
	MED EXP (Any one person)					\$ 5,000	
	PERSONAL & ADV INJURY					\$	
	GENERAL AGGREGATE					\$ 2,000,000	
	PRODUCTS - COMP/OP AGG					\$	
OTHER:	\$						
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		NBP1559375B	01/06/2022	01/06/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ included
	BODILY INJURY (Per person)					\$	
	BODILY INJURY (Per accident)					\$	
	PROPERTY DAMAGE (Per accident)					\$	
						\$	
						\$	
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
	AGGREGATE					\$	
						\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE	OTHE- R
	E.L. EACH ACCIDENT					\$	
	E.L. DISEASE - EA EMPLOYEE					\$	
	E.L. DISEASE - POLICY LIMIT					\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured per form BP 145 NPP(06-10) attached.

## CERTIFICATE HOLDER

## CANCELLATION

State of California, its Officers and Employees 1657 Riverside Dr., MS-20 Redding, CA 96001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   <RL>

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UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – LIABILITY, C., Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”. However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written

agreement is in effect.

## **EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or  
When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);  
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the "products-completed operations hazard".

## **CONDITIONS**

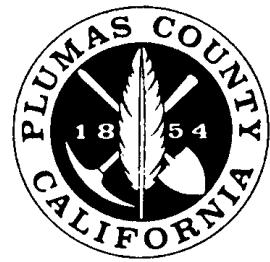
Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# **BOARD OF SUPERVISORS**

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



March 1, 2022

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention Permits Engineer

**Subject:** **Encroachment Permit Request**  
**Indian Valley Chamber of Commerce**  
Annual Gold Diggers Parade July 17, 2021  
Greenville, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

# Item 2B

## 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 25, 2022

To: The Honorable Board of Supervisors

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

Subject: Approve and authorize Auditor/Controller to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB75 Accounting and Disclosure Interim report for FYE2021, and the Full Actuarial Funding Valuation as of 6/30/2022.

### **RECOMMENDATION:**

Approve and authorize Auditor/Controller to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB75 Accounting and Disclosure Interim report for FYE2021, and the Full Actuarial Funding Valuation as of 6/30/2022.

### **BACKGROUND:**

The original service agreement with The Howard E. Nyhart Company, Inc. was approved by the Board of Supervisors on January 18, 2022. The vendor counsel requested two changes that were approved by Plumas County Counsel. GASB75 requires a Full Actuarial Funding Valuation be completed every two years and an Accounting & Disclosure Interim Report be completed for the interim years. The results of these reports will be used in the financial statements and notes for fiscal years 20/21 and 21/22.

The Acting Auditor respectfully requests the Board of Supervisors approve and authorize Auditor/Controller to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB75 Accounting and Disclosure Interim report for FYE2021, and the Full Actuarial Funding Valuation as of 6/30/2022.

## 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 **Auditor/Controller** (hereinafter referred to as "County"), and **The Howard E. Nyhart Company, Incorporated, an Indiana Corporation, doing business as Nyhart**, (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 **Eleven Thousand and Six Hundred and Fifty Dollars (\$11,650.00)**.
3. Term. The term of this agreement shall be from February 23, 2022 through December 31, 2022, 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

- 1 -

CONTRACTOR INITIALS CMA

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

8. 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 claim/aggregate 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 thousand 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. 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. Contractor will provide County notice of cancellation of insurance within (5) days of insurance cancellation. 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. General liability policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. General liability insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

9. 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.
10. 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 CMA

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

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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 of Plumas  
520 Main Street #205  
Quincy, CA 95971  
Attention: Roberta Allen, Auditor/Controller

Contractor:

The Howard E. Nyhart Company, Incorporated,  
an Indiana corporation doing business as Nyhart  
8415 Allison Pointe Blvd, Ste 300  
Indianapolis, IN 46250  
Attention: Carter Angell

21. 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.
22. 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.
23. [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. **NOTE: Only for contracts in excess of \$10,000.]**

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS CMA

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

**CONTRACTOR:**

The Howard E. Nyhart Company, an Indiana Corporation doing business as Nyhart

By:   
Name: Carter Angell  
Title: Vice President  
Date signed: 2-22-2022

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Bianca Harrison  
Title: Interim Plumas County Auditor Controller  
Date signed:

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

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board

Approved as to form:

  
Gretchen Stuhr  
Plumas County Counsel

2/22/2022

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS 

## EXHIBIT A

### Scope of Work

1. Contractor shall provide the following actuarial services:
  - Data collection and analysis for GASB 75 Accounting & Disclosure Interim Report for FYE 2021
  - Full Actuarial Funding Valuation @ 6/30/22
2. Contractor shall provide County with an electronic (pdf) draft valuation.
3. County shall review and approve draft within 5 days of receipt of draft.
4. Contractor shall provide the County with one hard copy and one electronic (pdf) copy of the final report.
5. Contractor shall have all necessary permits, licenses, and/or certifications necessary to provide the above services.

### Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
GASB 75 Accounting & Disclosure Interim Report for FYE 2021	\$2,350
Full Actuarial Funding Valuation @6/30/2022	<u>\$9,300</u>
Total contract for FYE 2021 and FYE 6/30/22	\$11,650

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS CMA

**EXHIBIT B**

**Fee Schedule**

1. County shall pay Contractor, upon receipt of invoice, \$2,350.00 for satisfactory completion and delivery of the GASB 75 Accounting & Disclosure Interim Report for FYE 2021.
2. County shall pay Contractor, upon receipt of invoice, \$9,300.00 for satisfactory Completion and delivery of the Full Actuarial Funding Valuation @ 6/30/2022.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS CMA

# Item 2C

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Tony Hobson Ph.D., Director



DATE: March 8, 2022

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

### Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign Peer Support Specialist Certification Agreement with California Mental Health Services Authority Participation Agreement

### BACKGROUND AND DISCUSSION:

1. CalMHSA will implement and administer all of the PEER Support Specialist Certification program requiring data collection and submission to Department of Health Care Services certification of peers, exam administration, investigations, approval auditing and monitor training.

This Agreement has been approved to form by County Counsel.

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

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET**

1. Plumas County ("Participant") desires to participate in the Program identified below.  
**Name of Program:** Peer Support Specialist Certification
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.  
 Exhibit A Program Description and Funding  
 Exhibit B General Terms and Conditions
3. **Funding:** Not applicable. Subsequent phases may require funding which will be reflected in a future Participation Agreement.
4. **Term:** The term of the Program is January 1, 2022, through December 31, 2022.
5. Authorized Signatures:

**CalMHSA**

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

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

**Participant: Plumas County**

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

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

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

Title: County Counselor Date: 12/20/2021

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

Title: Director of Behavioral Health Date: \_\_\_\_\_

*Attest:*

Clerk, Board of Supervisors

Heidi White

**Participation Agreement**  
EXHIBIT A – Program Description

- I. Name of Program: Peer Support Specialist Certification**
- II. Term of Program: January 1, 2022, through December 31, 2022**
- III. Program Objective and Overview:**

In alignment with Senate Bill 803, Beall (SB 803), the Department of Health Care Services (DHCS) established statewide requirements for the development of Medi-Cal certification programs of peer support specialist.

CalMHSA will implement a Medi-Cal Peer Support Specialist Certification program that is responsive to the needs of California's population under the Medi-Cal Specialty Mental Health and Drug Medi-Cal Organized Delivery Systems in accordance with DHCS Behavioral Health Information Notice 21-041. CalMHSA anticipates a go-live date for the Peer Support Specialist Certification program by May 2022.

On behalf of counties, CalMHSA will implement and administer all components of the Peer Support Specialist Certification program, including required data collection and submission to DHCS, certification of peers, exam administration, investigations, and approval, auditing, and monitoring of training vendors. Although the Medi-Cal Peer Support Specialist Certification program is an optional benefit to counties, the Peer Support Specialist Certification program is available to any individual seeking to be recognized as a Certified Peer Support Specialist. The Medi-Cal Peer Support Specialist Certification benefit is an optional benefit to counties.

CalMHSA is seeking a contractual agreement with the DHCS for continued funding beyond this pilot phase, of the development and implementation of the Medi-Cal Peer Support Specialist Certification program. Funding will depend on many factors, to include county interest, pilot success and other criteria.

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

**I. Definitions**

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

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

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Act as the Fiscal and Administrative agent for the Program, including:
    - i. Oversee and administer all training vendor contracts.
    - ii. Administer and score exam.
    - iii. Conduct program audits, investigations, actions, and appeals.
    - iv. Manage data collection and reporting to DHCS.
    - v. Administer other duties as needed.
  - 2. Manage funds provided by DHCS consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 3. Provide regular reports to Participant and/or other public agencies with a right to such reports.
  - 4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  - 2. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
  - 3. Provide feedback on Program performance.

4. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

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

- A. The term of the Program is for 12 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

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

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon a 30-day notice written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

**V. Fiscal Provisions**

- A. Not Applicable.

**VI. Limitation of Liability and Dual Indemnity**

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.
- C. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each

party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of the indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

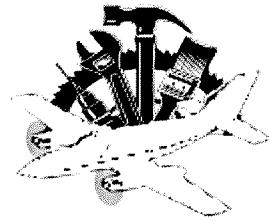


JD Moore  
Interim Director

# 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: Request to approve and authorize Board Chair to sign contract between Facility Services and Frank's Garage for auto repair services.

---

### **Recommendation**

Approve and authorize Board Chair to sign contract between Facility Services and Frank's Garage for auto repair services.

### **Background and Discussion**

Frank's Garage has been providing excellent automotive inspection, repair, and maintenance services to Facility Services for several years now and this department wishes to continue contracting with them.

Contract not to exceed 10,000.00.

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

## 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 **Facility Services** (hereinafter referred to as "County"), and **Bryan Strecker**, an individual, **Doing Business As Frank's Garage** (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 **Ten Thousand Dollars** (\$10,000).
3. Term. The term of this agreement shall be from **April 1, 2022** through **March 31, 2023**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_\_ COUNTY INITIALS

- 1 -

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. 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

\_\_\_\_\_ COUNTY INITIALS

- 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

\_\_\_\_\_COUNTY INITIALS

obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as an **Automotive Repair Dealer issued by the State of California, No. 259257.**

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

- 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:
- Facility Services  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: JD Moore, Director
- Contractor:
- Bryan Strecker  
270 Crescent St.  
Quincy CA 95971  
Attention: Bryan Strecker, Owner
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. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. 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.

\_\_\_\_\_ COUNTY INITIALS

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

**CONTRACTOR:**

Bryan Strecker, DBA Frank's Garage

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

Name: Bryan Strecker

Title: Owner

Date signed:

**COUNTY:**

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

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

Name: Kevin Goss

Title: Board of Supervisors, Chair

Date signed:

**ATTEST:**

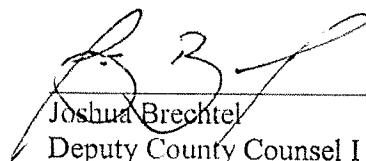
By: \_\_\_\_\_

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



✓ Joshua Brechtel  
Deputy County Counsel I

2/18/2022

\_\_\_\_\_ COUNTY INITIALS

**EXHIBIT A**

**Scope of Work**

1. Contractor shall provide automotive services on an “as-needed” basis upon request by Facility Services.
2. Services contemplated by the parties include, but are not limited to, the following:
  - a. Inspect
  - b. Repair
  - c. Maintenance
3. Approved written estimate required prior to commencing work.

**EXHIBIT B**

## Compensation

1. Unless otherwise specified in writing, Contractor shall be paid at the following rates:

Labor: \$100.00 / HR

2. Unless otherwise specified in writing, Contractor shall be paid monthly upon submittal of a written invoice to County setting forth the following:
    - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate.
    - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
  3. Unless otherwise specified in writing, County shall make payment within 30 days of receipt of Contractor's invoice.
  4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this Agreement.

COUNTY INITIALS

**CONTRACTOR INITIALS**



## **BOARD OF SUPERVISORS**

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DWIGHT CERESOLA, DISTRICT 1

KEVIN GOSS, DISTRICT 2

SHARON THRALL, DISTRICT 3

GREG HAGWOOD, DISTRICT 4

JEFF ENGEL, DISTRICT 5

**March 3, 2022**

California Department of Fish and Wildlife  
CDFW Headquarters  
715 P Street  
Sacramento, CA 95814

**RE: Letter of Support  
Sierra Valley Groundwater Management District Application  
CDFW 2022 Proposition 1 Restoration Grant Programs**

Dear California Department of Fish and Wildlife:

It is with great enthusiasm and interest that Plumas County provides this letter of support for Sierra Valley Groundwater Management District's (SVGMD) application to seek state funds under the 2022 Proposition 1 Restoration Grant Programs solicitation.

The Sierra Valley watershed is currently experiencing unprecedented drought conditions, which has been exacerbated by the recent wildfires impacting the region's scenic and diverse landscape. With watershed hydrologic characterization and multi-benefit planning funding, the SVGMD will be able to build long-term resiliency by addressing the groundwater sustainability challenges in the valley including implementing projects and management actions listed in the January 2022 Sierra Valley Subbasin Groundwater Sustainability Plan (GSP) that tackle water shortages issues, needed modifications and additions to the monitoring network, and critical data gaps.

As a co-Groundwater Sustainability Agency (GSA) with the SVGMD on the GSP endeavor, Plumas County continues to be committed in assisting Sierra Valley watershed groundwater efforts, such as identifying project collaborators, supporting the process to obtain necessary permits and access permissions to conduct field studies, and offering input throughout the development and planning activities.

Plumas County strongly encourages CDFW to award funding to the SVGMD under the 2022 Proposition 1 Restoration Grant Programs. Thank you for the consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Goss".

Kevin Goss, Chair  
Plumas County Board of Supervisors

# Item 2E2



## BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1

KEVIN GOSS, DISTRICT 2

SHARON THRALL, DISTRICT 3

GREG HAGWOOD, DISTRICT 4

JEFF ENGEL, DISTRICT 5

March 3, 2022

Office of the Small Business Advocate (CalOSBA)  
Governor's Office of Business and Economic Development  
1325 J Street, Suite 1800  
Sacramento, CA 95814

**RE: Letter of Designation and Support  
CalOSBA California Microbusiness COVID 19 Relief Grant Program  
Plumas County Application**

Dear CalOSBA:

It is with great enthusiasm and interest that Plumas County approves Sierra Business Council's application submittal for the CalOSBA California Microbusiness COVID 19 Relief Grant Program. It is the intent for Sierra Business Council to be the designated authorized representative for the County in administering the grant contract with CalOSBA and acting as the County's grant fiscal agent.

Plumas County's small businesses have been negatively affected by the COVID-19 pandemic. The County believes Sierra Business Council is uniquely positioned in the region to provide superior services to the Plumas County small business community regarding project outreach and implementation for these much needed funds.

On behalf of Plumas County, the Board of Supervisors looks forward to supporting businesses in Plumas through the CalOSBA California Microbusiness COVID 19 Relief Grant Program during these difficult times. Please do not hesitate to reach out in the event you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Goss".

Kevin Goss, Chair  
Plumas County Board of Supervisors

Cc: Jessica Carr, Sierra Business Council



**Keevin Allred**  
Chief Probation Officer

# County of Plumas

## Department of Probation

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



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

DATE: March 15, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of the contract between Plumas County Probation Department and Tehama County Juvenile Detention Facility.

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### Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and Tehama County to utilize their Juvenile Detention Facility for the detention of Plumas County juvenile offenders.

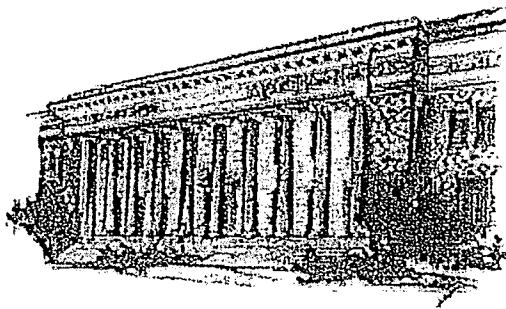
### Background and Discussion

Because Plumas County does not have a juvenile detention facility, the Probation Department has contracted with Tehama County Juvenile Detention Facility in the detention of Plumas County juvenile offenders. The Juvenile Hall rate is \$150.00 a day per juvenile before adjudication and \$150.00 per day per juvenile for Court-ordered commitments.

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

# COUNTY OF TEHAMA

Office of  
Jennifer Vise  
County Clerk and Recorder  
P.O. Box 250  
Courthouse  
633 Washington Street  
Red Bluff, California 96080



*Tehama County Courthouse*

Date: February 22, 2022

## OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Rachael Milton

TO: Probation, Orepa Mamea

RE: Return of Signature Page(s)

Please return (1) fully-executed copy of the signature page referenced and attached to this memo.

If you have any questions, please contact this office at (530) 527-3287.

### 12. CONSENT / PROBATION

- a) AGREEMENT - Approval and authorization for the Chair and Chief Probation Officer to sign the agreement with County of Plumas to provide board and care of Plumas County minor(s) for a daily bed rate of \$150 per day, per person, effective 2/1/22 and shall terminate 1/31/23.

(Miscellaneous Agreement #2022-41)

PLEASE RETURN TO: CLERK OF THE BOARD  
P.O. BOX 250  
RED BLUFF, CA 96080  
OR  
THROUGH INTER-OFFICE MAIL – AUDITOR

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350  
Elections 527-8190  
Clerk of the Board of Supervisors 527-3287

FAX 527-1745

WEB: [www.co.tehama.ca.us](http://www.co.tehama.ca.us)

## REGIONAL FACILITY AGREEMENT

This Agreement is made by and between the COUNTY OF TEHAMA, a political subdivision of the State of California, acting through the Tehama County Probation Department, hereinafter referred to as "TEHAMA" and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "PLUMAS."

WHEREAS, PLUMAS has a need for Juvenile Hall Detention Facilities and desires to place PLUMAS youth detained pursuant to order of the PLUMAS juvenile court in the TEHAMA Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, TEHAMA currently operates and maintains a Juvenile Detention Facility in the City of Red Bluff, located at 1840 Walnut Street, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

### **A. SERVICES:**

TEHAMA shall provide placement in TEHAMA Juvenile Detention Facility, for PLUMAS youth who have been accepted by TEHAMA County Probation Department for such placement if TEHAMA County Probation Department determines excess space in the facility exists and TEHAMA agrees to accept the youth.

All PLUMAS youth accepted for placement and placed in the TEHAMA Juvenile Detention Facility shall receive the same accommodations and services as TEHAMA youth in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by PLUMAS. Dental Care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

TEHAMA may provide emergency medical services without prior authorization from PLUMAS.

Payment for Medical, Dental and Mental Health services shall be the responsibility of PLUMAS in the event such services fall outside those contracted as being routinely provided to TEHAMA youth.

### **B. TERM:**

This agreement shall be in effect from February 1, 2022 through January 31, 2023. This agreement may be terminated at any time by either party hereto, upon a thirty (30) day written notice to the other party. PLUMAS County's Board of Supervisors hereby ratifies, and approves for payment, services provided by TEHAMA from February 1, 2022, to date of approval of this Agreement by the Board of Supervisors.

### C. PAYMENT:

Board and Care: PLUMAS shall pay TEHAMA monthly for the costs of board and care for each PLUMAS youth so placed for each day or portion thereof that said PLUMAS youth is housed in the TEHAMA Juvenile Detention Facility. Said payment shall be at the per diem rated determined by the Chief Probation Officer of TEHAMA. The rate currently established by the Chief Probation Officer is \$150.00 for each 24-hour day or portion thereof for a youth detained in a detention bed and \$150.00 for each 24-hour day or portion thereof for a youth committed to the Camp program. This rate is subject to change by the TEHAMA County Board of Supervisors and shall not exceed One Hundred and Fifty Thousand Dollars in one year. Any changes to this rate shall be pursuant to a written amendment in accordance with section J of this Agreement. PLUMAS shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: PLUMAS shall be solely responsible for providing legal services for said youth and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a PLUMAS youth placed in the TEHAMA Juvenile Detention Facility, PLUMAS shall defend said litigation and hold TEHAMA, its officers and employees, fully harmless there from.

Medical and Psychological Services: PLUMAS agrees to pay for or to reimburse TEHAMA for the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a PLUMAS youth placed pursuant to this agreement. PLUMAS agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. TEHAMA is authorized to obtain emergency medical, dental and mental health care for PLUMAS youths without prior authorization. All other services must be pre-authorized by PLUMAS.

Education: PLUMAS shall reimburse TEHAMA for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district within the TEHAMA Juvenile Detention Facility.

Billing and Payments: TEHAMA shall bill PLUMAS on a per youth basis, on a monthly basis. It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the facility. PLUMAS shall pay TEHAMA within 30 days after receiving notice of payment due. Payment shall be made out to TEHAMA County Probation and mailed to:

TEHAMA County Probation  
Attention: Orepia Mamea  
PO Box 99

1840 Walnut St, Red Bluff, CA 96080  
Red Bluff, CA 96080

**D. TRANSPORTATION:**

PLUMAS shall be responsible for providing round-trip transportation of PLUMAS youth(s) to and from PLUMAS and TEHAMA Juvenile Detention facility. TEHAMA shall provide routine transportation for PLUMAS youth within TEHAMA County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

**E. COURT DOCUMENTATION:**

PLUMAS shall be responsible for providing; conformed Court orders committing PLUMAS youth(s) to the TEHAMA Juvenile Detention Facility, dispositional report committing PLUMAS youth(s) to the TEHAMA Juvenile Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to TEHAMA transportation staff upon pick-up or delivery of PLUMAS youth.

**F. REMOVAL OF YOUTHS:**

PLUMAS shall promptly remove any PLUMAS youth(s) placed in the TEHAMA Juvenile Detention Facility upon request of TEHAMA County Probation Department. TEHAMA County Probation Department shall have sole discretion to request removal of PLUMAS youth(s). Upon decision to remove PLUMAS youth(s), TEHAMA shall notify PLUMAS by telephone and PLUMAS shall pick-up said PLUMAS youth(s) within five (5) working days of notification.

**G. INDEMNITY:**

It is agreed that PLUMAS shall defend, hold harmless, and indemnify TEHAMA County, its elected officials, officers, employees, agents and employees from any and all claims for injuries or damage to person and/or property which arise out of the terms and conditions of this AGREEMENT and which result from the negligent acts or omissions of PLUMAS, its officers and/or employees.

It is further agreed that TEHAMA shall defend, hold harmless and indemnify PLUMAS, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omission of TEHAMA, its officer and/or employees.

In the event of concurrent negligence of PLUMAS, its officers and /or employees, and TEHAMA, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

#### **H. INSURANCE:**

TEHAMA is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under TEHAMA's participation in the CSAC Excess Insurance Authority. PLUMAS is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under PLUMAS' participation in the CSAC Excess Insurance Authority.

#### **I. PRISON RAPE ELIMINATION ACT (PREA):**

TEHAMA will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 ET. Seq.) and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. TEHAMA acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

#### **J. ALTERATION OF TERMS:**

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment of this Agreement which is formally approved and executed by all parties.

#### **K. TERMINATION:**

This agreement may be terminated by either TEHAMA or PLUMAS by a thirty (30) day written notice. Authorized costs incurred by TEHAMA shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

#### **L. NOTICES:**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing wither by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

**COUNTY OF PLUMAS:**  
Plumas County Probation Department  
Keevin Allred, Chief Probation Officer  
270 County Hospital Road, Suite 128  
Quincy, CA 95971

Phone: 530-283-6200  
Facsimile: 530-283-6165

**COUNTY OF TEHAMA:**  
TEHAMA County Probation Department  
Richard Muench, Chief Probation Officer  
1840 Walnut Street  
Red Bluff, CA 96080  
Phone: 530-366-6164

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below.

Dated:

1-25-22

--COUNTY OF TEHAMA--

By:

Richard Muench  
Chief Probation Officer  
County of TEHAMA

Approved as to Form:

Dated:

\_\_\_\_\_

By:

County of TEHAMA County  
Counsel

By:

  
County of TEHAMA Board of  
Supervisors

--COUNTY OF PLUMAS--

Dated:

\_\_\_\_\_

By:

Kevin Allred  
Chief Probation Officer  
County of Plumas

Dated:

03/08/2022

By:

Kevin Goss  
Board of Supervisors, Chair

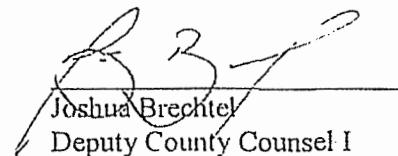
County of Plumas  
ATTEST:

Dated: 03/08/2022

By: \_\_\_\_\_  
Clerk to the Board of Supervisors  
County of Plumas

Approved as to form:

Date: 1/11/2022



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

E-Contract Review  
Approval as to Form

Department Name: Probation

Vendor Name: Plumas County

Contract Description: Agreement with Plumas County to house Plumas County youth in the Tehama County Juvenile Hall

APPROVED AS TO FORM:

Margaret Long  
Office of the Tehama County Counsel  
Margaret E. Long, Interim County Counsel

Date: 1/25/22

MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R      A G E N D A

12. CONSENT / PROBATION

- a) AGREEMENT - Approval and authorization for the Chair and Chief Probation Officer to sign the agreement with County of Plumas to provide board and care of Plumas County minor(s) for a daily bed rate of \$150 per day, per person, effective 2/1/22 and shall terminate 1/31/23.

(Miscellaneous Agreement #2022-41)

Supervisor Williams cited a previous question of the cost to the Tehama County taxpayers per child in the facility and a statement made by Chief Probation Officer Richard Muench to negotiate the rates with counties to align with the actual costs. In response to Supervisor Williams, Mr. Muench stated he met with the five partnering counties to discuss expectations for this program and flat rate funds to be provided by each county to support ongoing costs. Mr. Muench explained the funds which would be paid to Tehama County in advance and the additional ongoing per bed cost when youth are placed in the facility. Mr. Muench stated Plumas County expressed concern of paying in advance and the possibility of bed not being available when needed for placement. Mr. Muench stated he reassured the counties beds will be available when these needs arise due to space available in the facility on a regular basis. Mr. Muench explained the costs incurred by the counties themselves for detaining youths and transportation expenses for the child to be placed at the Tehama County facility. Supervisor Williams cited the short term of the agreement as requested and stated he appreciated the efforts being made to work with these counties.

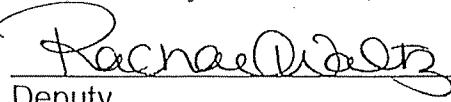
RESULT:	APPROVED [UNANIMOUS]
MOVED:	Bob Williams, Supervisor - District 4
SECONDER:	Bill Moule, Supervisor - District 1
AYES:	Moule, Leach, Garton, Williams, Carlson

STATE OF CALIFORNIA      )  
                                  ) ss  
COUNTY OF TEHAMA      )

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 15<sup>th</sup> day of February, 2022.

DATED: February 22, 2022

JENNIFER A. VISE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

  
Deputy

*Consent***AGENDA REQUEST**

For the March 8, 2022 meeting of the Plumas County Board of Supervisors

February 28, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve and direct the Chair of the Board of Supervisors to sign certification statements for two grant programs from the California Department of Health Services:

- One statement for the Child Health and Disability Prevention Program (CHDP)
- One statement for the California Children's Services (CCS)

**Background:**

The Plumas County Public Health Agency directs diverse clinical services and health education activities for the residents of Plumas County. The Agency receives funds from many different State Health agencies to administer these services.

In this instance, the Agency is receiving funds from the State to administer both the CHDP program and the CCS program. The State requires that the Plumas County Public Health Agency put together a plan and have the Chair of the Board of Supervisors sign off on that plan, in addition to signatures by the program director and the Plumas County Public Health Agency director.

The attached documents contain the plan as well as the signature pages.

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign two (2) certification statements for the CHDP and CCS programs.

**Plan and Budget Required Documents Checklist****MODIFIED FY 2021-2022**

County/City:	Plumas County	Fiscal Year:	21/22
	Document	Page Number	
1.	<b>Checklist</b>	1,2	
2.	<b>Agency Information Sheet</b>	3	
3.	<b>Certification Statements</b>		
	A. Certification Statement (CHDP) – Original and one photocopy	19	
	B. Certification Statement (CCS) – Original and one photocopy	20	
4.	<b>Agency Description</b>		
	A. Brief Narrative	4	
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally	
	C. CCS Staffing Standards Profile	Retain locally	
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	5-7	
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A	
	F. Duty Statements – Include if newly established, proposed, or revised	N/A	
5.	<b>Implementation of Performance Measures</b> – Performance Measures for FY 2012–2013 are due November 30, 2013.	N/A	
6.	<b>Data Forms</b>		
	CHDP Program Referral Data	N/A	
7.	<b>Memoranda of Understanding and Interagency Agreements List</b>		
	A. MOU/IAA List	8, not yet available	
	B. New, Renewed, or Revised MOU or IAA	NA	
	C. CHDP IAA with DSS biennially	Retain locally	
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally	
8.	<b>Budgets</b>		
	A. CHDP Administrative Budget (No County/City Match)		
	1. Budget Summary	9	

County/City:	Plumas County	Fiscal Year:	2021-2022
	Document	Page Number	
2.	Budget Worksheet	10	
3.	Budget Justification Narrative	11	
B.	CHDP Administrative Budget (County/City Match) - Optional		
1.	Budget Worksheet	No	
2.	Budget Justification Narrative	No	
3.	Budget Justification Narrative	No	
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional		
1.	Budget Summary	No	
2.	Budget Worksheet	No	
3.	Budget Justification Narrative	No	
D.	HCPCFC Administrative Budget		
1.	Budget Summary	12	
2.	Budget Worksheet	13	
3.	Budget Justification Narrative	14	
E.	CCS Administrative Budget		
1.	Budget Summary	15	
2.	Budget Worksheet	16-17	
3.	Budget Justification Narrative	18	
G..	Other Forms		
1.	County/City Capital Expenses Justification Form	No	
2.	County/City Other Expenses Justification Form	No	
9.	<b>Management of Equipment Purchased with State Funds</b>		
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	No	
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	No	
3.	Property Survey Report Form (STD 152)	No	

**Agency Information Sheet****Fiscal Year:****County/City:** Plumas County

2021-22

**Official Agency**

Name:	Public Health Agency	Address:	270 County Hospital Road St 206
Health Officer	Mark Satterfield	Quincy CA 95971	

**CMS Director (if applicable)**

Name:	_____	Address:	_____
Phone:	_____	_____	
Fax:	_____	E-Mail:	_____

**CCS Administrator**

Name:	Tina Venable	Address:	Same
Phone:	530-283-6330	_____	
Fax:	_____	E-Mail:	tinavenable@countyofplumas.com

**CHDP Director**

Name:	Tina Venable	Address:	Same
Phone:	530-283-6330	_____	
Fax:	_____	E-Mail:	tinavenable@countyofplumas.com

**CHDP Deputy Director**

Name:	Angel Sharp	Address:	Same
Phone:	530-283-6330	_____	
Fax:	_____	E-Mail:	angelsharp@countyofplumas.com

**Clerk of the Board of Supervisors or City Council**

Name:	Heidi White	Address:	520 Main Street Quincy CA 95971
Phone:	530-283-6170	Room 309	
Fax:	_____	E-Mail:	pcbs@countyofplumas.com

**Director of Social Services Agency**

Name:	Neal Caiazzo	Address:	270 County Hospital Road Ste 207
Phone:	530-283-6350	Quincy CA 95971	
Fax:	_____	E-Mail:	NealCaiazzo@countyofplumas.com

**Chief Probation Officer**

Name:	Keevan Allred	Address:	270 County Hospital Road #128
Phone:	530-283-6295	Quincy CA 95971	
Fax:	_____	E-Mail:	KeevanAllred@countyofplumas.com

#### AGENCY DESCRIPTION

##### NARRATIVE:

The Plumas County Public Health Agency is the local health jurisdiction. It continues to grow, in response to local changes, service needs and community input. Through the Health Department, the county discharges its statutory duties to safeguard the health of its citizens. This agency represents a classic rural health department with long standing ties to the community and a proven history as an agency that provides county wide, multidimensional and culturally sensitive services.

The Plumas County Public Health Agency directs diverse clinical services and health education activities including but not necessarily limited to: Family Planning, STI clinics, HIV/Hep C confidential testing and counseling, Immunizations, General Communicable Disease Control and Tobacco use education and prevention as well as Public Health Preparedness Program. Other programs include: HIV case management, Childhood Lead Screening and testing, Maternal Child Health with home visiting nurses in collaboration with the First 5 grant, Childhood Injury Prevention, Five county HIV prevention Plan, Child Health and Disability Prevention, Youth prevention programs for AOD, sexual behaviors and opiate peer mentoring. Medicine Assisted Treatment (M.A.T), Needle exchange program that was able to purchase a motorhome, class C and retro fitted to provide HIV/Hep C along with the needle exchange. Promotor program for outreach and application for CMSP for the Latino population. Contract with Feather River College in providing sports physicals and limited health assessments, California Children's Services, S.N.A.P. Ed., a nutrition and exercise program in cooperation with Modoc and Lassen Counties, A program to better the lives of all citizens of Plumas Counties, 20,000 lives, which received an award for innovative ideas from the California State Association of Counties (CSAC). Veteran's Services and Senior Connections visiting/case management. The Health Agency staff coordinate with various community based non-profit organizations, private physicians, and health care providers and other county agencies such as WIC, Head Start, Early Start and Plumas Unified School District in an effort to reduce costly duplication of services, evaluate problem areas, and assess unmet needs, and other numerous opioid related programs that include harm reduction, Naloxone distribution, and Provider Prescribing Education (PEP). Another new endeavor for our Public Health Department was the submission of Public Health Accreditation Board (PHAB) application for accreditation that has been five years in the making and as of August 27, 2018 the agency is fully accredited with the PHAB.

Respectfully submitted,

Angel Sharp, Health Education  
Plumas County Public Health Agency  
CHDP Deputy Director  
CCS Program Coordinator



**County-City Name:** Plumas County Public Health Agency **Fiscal Year:** 2021-2022

Please complete the table below for all personnel in the Health Care Program for Children in Foster Care (HCPCFC) Base, Psychotropic Medication Monitoring & Oversight (PMM&O), Caseload Relief, applicable Base County-City allocations, and/or other programs. Total full time equivalent (FTE) percent for an individual incumbent should not be over 100 percent.

The Welfare and Institutions Code requires that the services provided to foster children through the HCPCFC are performed by a Public Health Nurse (PHN). Contracted nurses (e.g., hired through an agency) may not be used in the HCPCFC program.

Names and job titles from this incumbent list should match personnel listed on the HCPCFC administrative budgets (Summary, Worksheet, and Narrative), and organizational chart(s). Civil Service Classification Statements and Duty Statements are required for all incumbents listed below.

Incumbent List - California Children's Services

For FY 2021-2022 complete the table below for all personnel listed in the CCS budgets. Use the **same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not** be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Incumbent List - Child Health and Disability Prevention Program

For FY 2021-2022, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed in the last fiscal year. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Plumas					Fiscal Year: 2020-2021	
Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)		
Office Assistant II	Elizabeth Soder	50		.25 MCAH; .25 Other	No	No		
LVN II	Angel Sharp	32.5		.3 CCS, .105 Other	No	No		
LVN I	Jessica Ahmadi	14		.345 MCAH .315 Other	Yes	No		
LVN I	Toni Hymas	8		.0 MCAH .17 Other .30 CCS	Yes	No		
RN II	Katherine Herr	20		.0 MCAH .0 Other	Yes	No		
Dept Fiscal Officer I	DeLena Jones	10		.05 MCH .10 CCS .02 CHDP-FC .73 Other	No	No		

## Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Plumas County Fiscal Year: 2021-2022

**CHDP Administrative Budget Summary**  
**No County/City Match**  
**Fiscal Year 2021-2022**

**County/City Name: Plumas**

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$81,597	\$0	\$81,597	\$63,725	\$17,872
II. Total Operating Expenses	\$9,986	\$0	\$9,986	\$1,840	\$8,146
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$20,399	\$0	\$20,399		\$20,399
V. Total Other Expenses					
<b>Budget Grand Total</b>	<b>\$111,982</b>	<b>\$0</b>	<b>\$111,982</b>	<b>\$65,565</b>	<b>\$46,417</b>

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
<b>State General Funds</b>	<b>\$0</b>	<b>\$0</b>			
<b>Medi-Cal Funds:</b>					
<b>State Funds</b>	<b>\$39,600</b>		<b>\$39,600</b>	<b>\$16,391</b>	<b>\$23,208</b>
<b>Federal Funds (Title XIX)</b>	<b>\$72,382</b>		<b>\$72,382</b>	<b>\$49,174</b>	<b>\$23,209</b>

*DeLena Jones*  
 Prepared By (Signature)

2/22/2022 530-283-6337 [delenajones@countyofplumas.com](mailto:delenajones@countyofplumas.com)  
 Date Prepared Phone Number Email Address

*Tina Venable*  
 CHDP Director or Deputy Director  
 (Signature)

2/22/2022 530-283-6330 [tinavenable@countyofplumas.com](mailto:tinavenable@countyofplumas.com)  
 Date Phone Number Email Address

**CHDP Administrative Budget Worksheet**  
 No County/City Match  
 State and State/Federal  
 Fiscal Year 2020/2021

Category/Line Item	Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
		% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>Personnel Expenses</b>												
1. Ahmadi, Jessica	14%	\$33,790	\$4,731	0%	\$0	100%	\$4,731	86%	\$4,068	14%	\$662	
2. Sharp, Angel	33%	\$47,580	\$15,464	0%	\$0	100%	\$15,464	86%	\$13,299	14%	\$2,165	
3. Soder, Elizabeth	50%	\$41,018	\$20,510	0%	\$0	100%	\$20,510	86%	\$17,639	14%	\$2,871	
4. Jones, Delena	10%	\$45,387	\$4,539	0%	\$0	100%	\$4,539	0%	\$0	100%	\$4,539	
5. Hyman, Toni	8%	\$33,790	\$2,703	0%	\$0	100%	\$2,703	86%	\$2,322	14%	\$381	
6. Herr, Katherine	20%	\$7,488	\$1,498	0%	\$0	100%	\$1,498	86%	\$1,287	14%	\$211	
<b>Total Salaries and Wages</b>			\$39,444		\$0		\$49,444		\$38,614		\$10,830	
<b>Less: Salary Savings</b>												
<b>Net Salaries and Wages</b>			\$39,444		\$0		\$49,444		\$38,614		\$10,830	
<b>Staff Benefits (Specify %)</b>		65.03%										
<b>I. Total Personnel Expenses</b>												
<b>II. Operating Expenses</b>												
1. Travel												
2. Training												
3. Communications												
4. Household Expense												
5. Equipment Maintenance												
6. Office Expense												
7. Program Space/Rent												
<b>II. Total Operating Expenses</b>												
<b>III. Capital Expenses</b>												
1.												
2.												
3.												
4.												
5.												
<b>II. Total Capital Expenses</b>												
<b>IV. Indirect Expenses</b>												
1. Internal (Specify %)		0.00%										
2. External (Specify %)		25.00%										
<b>IV. Total Indirect Expenses</b>												
<b>V. Other Expenses</b>												
1.												
2.												
3.												
4.												
5.												
<b>V. Total Other Expenses</b>												
<b>Budget Grand Total</b>			\$111,982		\$0		\$111,982		\$55,565		\$46,417	

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**CHDP ADMINISTRATION  
PLUMAS COUNTY  
BUDGET NARRATIVE- FY 2021-2022**

**I. PERSONNEL EXPENSE**

Total Salaries	\$ 49,445	
Total Benefits	\$ 32,153	
<b>Total Personnel Expense</b>	<b>\$ 81,598</b>	
Deputy Director - A. Sharp	\$ 15,464	31% CHDP
LVN 1 Ahmadi, Jessica	\$ 4,731	53% CHDP
DON - T. Venable	\$ -	0% CHDP
RN Herr, Catherine	\$ 1,498	5% CHDP
LVN 1 Hymas, Toni	\$ 2,703	5% CHDP
Dept Fiscal Officer - D. Jones	\$ 4,539	10% CHDP
Office Asst III - E. Soder	\$ 20,510	50% CHDP
	<b>\$ 49,445</b>	

**II. OPERATING EXPENSE**

Travel	\$ 1,800	Travel for meetings, Regional meetings daily business, Vehicle use, meals
Training	\$ 500	Cost of registration & training, Costs for ongoing duties of program staff.
Communications	\$ 1,600	Cost of phone charges related to program.
Household Expense	\$ 500	Misc cost of maint. office of program staff
Maintenace of Equip.	\$ 700	Cost of maintaining equipment used by program staff.
Office	\$ 2,486	Cost of office supplies, postage, printing Program Materials, copy materials
Program Space Rent	\$ 2,400	Allocated space rent cost to CHDP Program
<b>Total Operating</b>	<b>\$ 9,986</b>	

**III. CAPITAL EXPENSE**

Total Capital Expense	\$ -
-----------------------	------

**IV. INDIRECT EXPENSE**

Internal	\$ -
External	\$ 20,399
<b>Total Indirect</b>	<b>\$ 20,399.00</b>

**BUDGET GRAND TOTAL**

**\$ 111,982**



Department of Health Care Services  
Integrated Systems of Care Division  
Health Care Program for Children in Foster Care  
State/Federal  
Budget Summary



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief):	Base
--------------------------------------------------------------------------	------

County-City Name:	Plumas County Public Health Agency	Fiscal Year:	2021-2022
-------------------	------------------------------------	--------------	-----------

Category/Line Item	Total Budget	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
A	(B = C + D)	C	D
I Total Personnel Expenses	\$13,806	\$11,864	\$1,942
II Total Operating Expenses	\$500	\$475	\$25
III Total Capital Expenses			
IV Total Indirect Expenses	\$1,381		\$1,381
V Total Other Expenses			
Budget Grand Total	\$15,687	\$12,339	\$3,348

Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
E	(F = G + H)	G	H
State Funds	\$4,758	\$3,084	\$1,674
Federal Funds (Title XIX)	\$10,929	\$9,255	\$1,674
Budget Grand Total	\$15,687	\$12,339	\$3,348

DeLena Jones DeLena Jones 11/16/2021 (530) 283-6337 [elenajones@plumascounty.co](mailto:elenajones@plumascounty.co)  
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Tina Venable Tina Venable 11/16/2021 (530) 283-6330 [avenable@countyofplumas.co](mailto:avenable@countyofplumas.co)  
CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address



Department of Health Care Services  
Integrated Systems of Care Division  
Health Care Program for Children in Foster Care  
State/Federal  
Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief):	Base
--------------------------------------------------------------------------	------

County-City Name:	Plumas County Public Health Agency	Fiscal Year:	2021-2022
-------------------	------------------------------------	--------------	-----------

Column				1A	1B	1	2A	2	3A	3
Category/Line Item				% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
<b>I. Personnel Expenses</b>										
#	Last	First	Title	PHN (Y/N)						
1	Thompson	William	Program Manager	Y	15.00%	\$39,873	\$5,980.95	95.00%	\$5,682	5.00%
2	Venable	Tina	Director of Nursing	Y	2.00%	\$131,539	\$2,630.78	95.00%	\$2,499	5.00%
3	Jones	DeLena	Dept. Fiscal Officer 1	N	2.00%	\$45,387	\$907.74	0.00%	\$0	100.00%
4						\$0	\$0.00		\$0	100.00%
5						\$0	\$0.00		\$0	100.00%
6						\$0	\$0.00		\$0	100.00%
7						\$0	\$0.00		\$0	100.00%
8						\$0	\$0.00		\$0	100.00%
9						\$0	\$0.00		\$0	100.00%
10						\$0	\$0.00		\$0	100.00%
11						\$0	\$0.00		\$0	100.00%
12						\$0	\$0.00		\$0	100.00%
13						\$0	\$0.00		\$0	100.00%
14						\$0	\$0.00		\$0	100.00%
15						\$0	\$0.00		\$0	100.00%
16						\$0	\$0.00		\$0	100.00%
17						\$0	\$0.00		\$0	100.00%
18						\$0	\$0.00		\$0	100.00%
19						\$0	\$0.00		\$0	100.00%
20						\$0	\$0.00		\$0	100.00%
Total Number of PHN Staff				2						
Total FTE PHN Staff					0.17%			95.00%		5.00%
Total Salaries and Wages						\$9,520		\$8,182		\$1,339
Less Salary Savings						\$0		\$0		\$0
Net Salaries and Wages						\$9,520		\$8,182		\$1,339
Staff Benefits (Specify %)				45.00%		\$4,284		\$3,682		\$603
<b>I. Total Personnel Expenses</b>						\$13,806		\$11,864		\$1,942
<b>II. Operating Expenses</b>										
1	Travel				\$500		\$500	95.00%	\$475	5.00%
2	Training				\$0		\$0	0.00%	\$0	100.00%
<b>II. Total Operating Expenses</b>						\$500		\$475		\$25
<b>III. Capital Expenses</b>										
<b>III. Total Capital Expenses</b>										
<b>IV. Indirect Expenses</b>										
1	Internal (Specify %)			10.00%		\$1,381				\$1,381
2	External									
<b>IV. Total Indirect Expenses</b>						\$1,381				\$1,381
<b>V. Other Expenses</b>										
<b>V. Total Other Expenses</b>										
<b>Budget Grand Total</b>						\$15,687		\$12,339		\$3,348

DeLena Jones   
Prepared By (Print & Sign) 11/16/21 (530) 283-6337 delenajones@countyofplumas.com

Tina Venable   
CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address

**PLUMAS COUNTY PUBLIC HEALTH AGENCY**  
**FOSTER CARE ADMINISTRATIVE BUDGET JUSTIFICATION**  
**Department of Health Care Services: Integrated Systems of Care Division**  
**FY 2021-2022**

## PERSONNEL EXPENSES

Total Salaries	9,520.00
Total Benefits	4,284.00

*Total Personnel Expense* \$ 13,804

## OPERATING EXPENSES

**Travel** \$ 500 Includes travel for meetings, Regional meetings, daily business, vehicle use and meals.

*Total Operating* \$ 500

## **INDIRECT EXPENSES**

Internal \$ 1,381 Program share of internal overhead costs based on the Public Health Agency's internal cost plan

**Total Indirect** \$ 1,381

**Budget Grand Total** \$ 15,685

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	8	8.79%
<b>OTLICP -</b> Total Cases of Open (Active) OTLICP Children	14	15.38%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	69	75.82%
<b>TOTAL CCS CASELOAD</b>	<b>91</b>	<b>100%</b>

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)	6
Category/Line Item	1	2	3	4	5
Total Budget		Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Federal (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)
I. Total Personnel Expense	70,955	6,237	10,916	53,801	21,240
II. Total Operating Expenses	4,400	387	676	3,337	60
III. Total Capital Expense	0	0	0	0	0
IV. Total Indirect Expense	17,739	1,559	2,729	13,450	13,450
V. Total Other Expense	2,500	220	385	1,896	1,896
Budget Grand Total	95,594	8,403	14,706	72,484	21,300
					51,184

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)	6
Source of Funds	1	2	3	4	5
Total Budget		Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Federal (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)
Straight CCS					Non-Enhanced Medi-Cal State/Federal (50/50)
State	4,201	4,201			
County	4,202	4,202			
OTLICP					
State	2,574		2,574		
County	2,574		2,574		
Federal (Title XXI)	9,558		9,558		
Medi-Cal					
State	30,917		30,917	5,325	25,592
Federal (Title XIX)	41,567		41,567	15,075	25,592

*DeLena Jones* **DeLena Jones**  
Prepared By (Printed Name)

Email Address

*Tina Venable* **Tina Venable**  
Prepared By (Printed Name)

Email Address

*Tina Venable* **Tina Venable**  
CCS Administrator (Signature)

Email Address

CCS CASELOAD	Actual CCS Caseload	Percent of Total CCS Caseload
<b>Straight CCS -</b>		
Total Cases of Open (Active) Straight CCS Children	8	8.70%
<b>OTLICP -</b>		
Total Cases of Open (Active) OTLICP Children	14	15.38%
<b>MEDI-CAL – Total Cases of Open (Active) MEDI-CAL (Non-OTLICP) Children</b>	63	75.82%
<b>TOTAL CCS CASELOAD</b>	<b>91</b>	<b>100%</b>

**CCS Administrative Baseline Budget Worksheet**

Total Cases of Open (Active) Straight CCS Children

14

15.38%

Fiscal Year: 2021-2022

County: PLUMAS

Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 x 5 + \$)	Straight CCS Caseload % (50/50)	Optional Targeted Low Income Children's Program (OTLICP)			Medi-Cal (Non-OTLICP)		
					Optional Targeted Low Income Children's Program (OTLICP) Caseload % (1/5/17-5/6/25)	Medi-Cal State/Federal Co-Shared	Medi-Cal Enhanced % State/Federal (25/75)	Medi-Cal Enhanced % FTE	Non-Enhanced Medi-Cal Enhanced % FTE	Non-Enhanced Medi-Cat State/Federal (50/50)
<b>I. Personnel Expense</b>										
Program Administration										
1. Angel Sharp, LVN [ ]	20.00%	\$7,560	4,758	8.70%	478	15.38%	732	75.82%	3,078	100.00%
2. Tina Varnable, Director of Nursing	2.00%	131,580	2,631	8.70%	201	15.38%	405	75.82%	1,095	100.00%
3. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
4. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
5. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
Subtotal					178,119	7,359	659	1,137	5,003	2,503
<b>Medical Case Management</b>										
1. Angel Sharp, LVN [ ]	20.00%	\$7,560	9,516	8.70%	837	15.38%	1,404	75.82%	3,886	40.42%
2. Toni Hyatt, LVN [ ]	30.00%	33,740	10,137	8.70%	891	15.38%	1,580	75.82%	7,486	53.58%
3. Vacant Nurse, LVN [ ]	50.00%	28,558	14,270	8.70%	1,255	15.38%	2,197	75.82%	10,927	53.58%
4. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	0.00%
5. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
6. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
7. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
8. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
Subtotal					108,928	33,932	2,983	5,221	25,728	13,785
<b>Other Health Care Professionals</b>										
1. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	0.00%
2. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
3. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
Subtotal										
<b>Auxiliary Support</b>										
1. Debra Jones, DFO [ ]	5.00%	47,290	2,385	8.70%	208	15.38%	384	75.82%	1,793	100.00%
2. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
3. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
4. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
5. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
Subtotal					47,290	2,385	208	384	1,793	1,793
<b>Clerical and Claims Support</b>										
1. Debra Jones, DFO [ ]	5.00%	47,290	2,365	8.70%	208	15.38%	384	75.82%	1,793	100.00%
2. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
3. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
4. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
5. Employee Name, Position	0.00%	0	0	8.70%	0	15.38%	0	75.82%	0	100.00%
Subtotal					47,290	2,365	208	384	1,793	1,793

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS</b>	8	8.79%
Total Cases of Open (Active) Straight CCS Children		
<b>OTLICP</b>	14	15.38%
Total Cases of Open (Active) OTLICP Children		
<b>MEDICAL</b> - Total Cases of Open (Active) Medi-Cal (Non-OTLICP) Children	69	75.82%
<b>TOTAL CCS CASELOAD</b>	91	100%

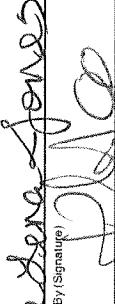
**CCS Administrative Baseline Budget Worksheet**

Fiscal Year: 2021-2022

County: PLUMAS

Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
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Category/Line Item	% FTE	Annual Salary	Total Budget (1 x or 4 + 5 * 8)	Straight CCS Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Caseload/Total (11.5/17.5/65)	Medi-Cal State/Federal	Enhanced % Medi-Cal State/Federal (25/75)	Enhanced % Medi-Cal State/Federal	Enhanced % FTE	Non-Enhanced % Medi-Cal State/Federal (50/50)
Total Salaries and Wages			46,051	8.79%	4,048	15.38%	7,085	75.82%	34,917	39.48%	13,785	60.52%
Staff Benefits (Specify %)	54.08%		24,304	8.79%	2,189	15.38%	3,631	75.82%	18,684	75.82%	7,365	21.132
<b>I. Total Personnel Expense</b>			70,355	6.70%	6,237	15.38%	10,916	75.82%	53,601	21.240	21,129	32.361
<b>II. Operating Expense</b>												
1. Travel			100	8.79%	9	15.38%	15	75.82%	76	39.48%	30	60.52%
2. Training			100	8.79%	9	15.38%	15	75.82%	76	39.48%	30	60.52%
3. Communication			600	8.79%	53	15.38%	92	75.82%	465		100.00%	455
4. Office Expense			1,200	8.79%	105	15.38%	185	75.82%	910	100.00%	910	100.00%
5. Space Rent			2,400	8.79%	211	15.38%	369	75.82%	1,820		1,820	100.00%
6.												
7.												
<b>II. Total Operating Expense</b>			4,400		387		676		3,337		60	3,277
<b>III. Capital Expense</b>												
1.												
2.												
3.												
<b>III. Total Capital Expense</b>					0		0		0		0	0
<b>IV. Indirect Expense</b>												
1. Indirect Cost Rate	25.00%		17,730	8.79%	1,559	15.38%	2,726	75.82%	13,450		100.00%	13,450
2.					0	8.79%	0	15.38%	0		100.00%	0
<b>IV. Total Indirect Expense</b>					17,739		1,559		2,729		13,450	
<b>V. Other Expense</b>												
1. Maintenance & Transportation			2,500	8.79%	220	15.38%	385	75.82%	1,896		100.00%	1,896
2.					8,79%	0	15.38%	0	75.82%	0	100.00%	0
3.					8,79%	0	15.38%	0	75.82%	0	100.00%	0
4.					8,79%	0	15.38%	0	75.82%	0	100.00%	0
5.					8,79%	0	15.38%	0	75.82%	0	100.00%	0
<b>V. Total Other Expense</b>					2,500		220		385		1,896	1,996
<b>Budget Grand Total</b>					95,554		8,403		14,708		21,300	51,184

  
Deleena Jones  
Prepared By (Signature)  
Deleena Jones  
CCS Administrator (Printed Name)

  
Tina Venable  
Prepared By (Signature)  
Tina Venable  
CCS Administrator (Printed Name)

11/16/2021  
Date Prepared  
11/16/2021  
Date Signed  
530-283-6362  
Phone Number  
530-283-6330  
Phone Number

# CALIFORNIA CHILDREN SERVICES (CCS) PROGRAM

FISCAL YEAR 2021-2022

CCS DIAGNOSTIC, TREATMENT, AND VENDORED THERAPY; OPTIONAL TARGETED LOW-INCOME CHILDREN'S PROGRAM; CCS DENTAL; AND/OR MTP THERAPY

## CERTIFICATION OF COUNTY APPROPRIATION

County Name:

Plumas

### Fiscal Year 2021-2022 CCS County Appropriation

#### County Funds Only

❖ CCS Diagnostic, Treatment, and <u>Vendored Therapy</u>	12,410
❖ Optional Targeted Low-Income Children's Program (formerly HF) (Includes Diagnostic, Treatment, and <u>Vendored Therapy</u> )	9,566
❖ CCS Dental	2,120
❖ MTP Therapy ( <u>DOES NOT include Vendored Therapy</u> ) **	
❖ Total Appropriation of County Only Funds FY 2021-2022	24,096

\*\* The State will match on a dollar-for-dollar basis the amount of county funds allocated by a county for funding the county's MTP, exclusive of vendored therapy, up to the level of the county's capped State MTP allocation for the fiscal year.

I hereby certify that the amount(s) of funds identified above have been appropriated as the County's share of the CCS Program Diagnostic, Treatment, and Vendored Therapy; Optional Targeted Low-Income Children's Program; CCS Dental; and/or MTP Therapy costs for the CCS Program in Fiscal Year 2021-2022.

Signature of County Auditor or Deputy Director

Tina Venable

PRINTED NAME OF SIGNER

CHDP Deputy Director, RN

TITLE OF SIGNER

Plumas County Public Health

ORGANIZATION NAME

10/22/2021

DATE

270 County Hospital Rod #206

ADDRESS

Quincy CA 95971

CITY, STATE AND ZIP CODE

530-283-6337

TELEPHONE NUMBER (Including Area Code)

Please e-mail completed form with digital signature to:

**DHCSSCDAdmin@dhcs.ca.gov**

**Certification Statement - Child Health and Disability Prevention (CHDP) Program**

County/City: Plumas County

Fiscal Year: 2021-2022

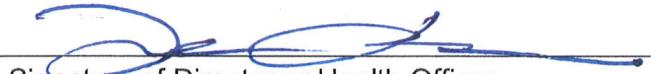
I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.



Signature of CHDP Director

2-25-22

Date Signed



Signature of Director or Health Officer

2/24/22

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

**Certification Statement - California Children's Services (CCS)**

County/City: Plumas County

Fiscal Year: 2021-2022

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.



\_\_\_\_\_  
Signature of CCS Administrator

2-25-22

Date Signed



\_\_\_\_\_  
Signature of Director or Health Officer

2/24/22

Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

Date

**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*

**CONSENT AGENDA REQUEST**

For the March 8, 2022 Regular Meeting of the Board of Supervisors

February 28, 2022

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Approval of Professional Services Agreement between Vestra Resources, Inc. and Plumas County Public Works for storm water compliance, sampling and reporting for Chester Landfill.



**PREFACE**

Plumas County Department of Public Works has had an ongoing agreement with Vestra Resources, Inc. to fulfill various State-required reporting needs. The existing three year contract expired June 30, 2021. The attached agreement is to continue the necessary compliance support work required by the State.

The attached Professional Services Agreement, approved as to form by County Counsel, establishes a three year contract between Vestra Resources, Inc. and Plumas County for storm water compliance, sampling and reporting for Chester Landfill. The term for this contract commences retroactively from July 1, 2021 to June 30, 2024.

The total compensation for this contract shall not exceed \$25,285. The source of funding for this contract is the Plumas County Public Works Solid Waste Fund and does not involve Plumas County general funds.

**RECOMENDATION**

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the board of Supervisors to execute the attached Professional Services Agreement, not to exceed \$25,285.

**ATTACHMENT**

Vestra Resources, Inc. Storm Water Monitoring Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
STORM WATER COMPLIANCE, SAMPLING AND REPORTING  
FOR CHESTER LANDFILL**

**THIS AGREEMENT** is made by and between the **COUNTY OF PLUMAS**, a political subdivision of the State of California, by and through its **DEPARTMENT OF PUBLIC WORKS** (hereinafter referred to as "County"), and **VESTRA RESOURCES, INC.**, a California corporation (hereinafter referred to as "Consultant").

The parties agree as follows:

1. **Scope of Work.** Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Consultant for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and associated fee schedule set forth in Exhibit C, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Twenty Five Thousand, Two Hundred and Eighty Five Dollars (\$25,285.00).
3. **Term.** The term of this agreement shall be from July 1, 2021 through June 30, 2024, pursuant to the project schedule set forth in Exhibit D, attached hereto unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2021 to the 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 Consultant or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant 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 Consultant 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. Consultant 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.** Consultant 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.

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COUNTY INITIALS

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CONSULTANT INITIALS

- 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 Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Consultant'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. Consultant'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 Consultant'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 Consultant 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, Consultant 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. Consultant shall require all subcontractors to comply with all

indemnification and insurance requirements of this agreement, and Consultant shall verify subcontractor's compliance.

10. Licenses and Permits. Consultant 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 Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant 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 Consultant 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 Consultant is not acting hereunder as an employee of the County, but solely as an independent contractor. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Consultant represents and warrants that Consultant customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Consultant represents and warrants that Consultant maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Consultant shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Consultant shall determine the method, means and manner of performance including, 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 Consultant's performance of the services Consultant shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Consultant shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Consultant's performance or activities before or after each instance, wherein, Consultant may perform under this Agreement. Consultant 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 Consultant of any representation, warrant or agreement made by Consultant hereunder or arising out of Consultant's services.
13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

\_\_\_\_\_ COUNTY INITIALS

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\_\_\_\_\_ CONSULTANT INITIALS

14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Consultant 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 Consultant.
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:

Department of Public Works  
County of Plumas  
1834 East Main St.  
Quincy, CA, 95971  
Attention: John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste  
Program Manager

Consultant:

Vestra Resources, Inc.  
5300 Aviation Dr.  
Redding, CA, 96002  
Attention: Wendy Johnston, P.E., Vice President

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 Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Consultant 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.

**CONSULTANT:**

Vestra Resources, Inc., a California corporation

By: \_\_\_\_\_  
Arthur Stackhouse  
Chief Executive Officer  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Kimberly Wilkes  
Chief Financial Officer  
Date signed: \_\_\_\_\_

**COUNTY:**

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

**APROVED AS TO SCOPE OF WORK**

By: \_\_\_\_\_  
John Mannle, P.E.  
Director of Public Works  
Date signed: \_\_\_\_\_

**CONCURRENCE:**

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

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

CONSULTANT INITIALS \_\_\_\_\_

Date Signed:

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

Heidi White

Clerk of the Board of Supervisors

Date Signed:

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

2/23/2022

\_\_\_\_\_ COUNTY INITIALS

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CONSULTANT INITIALS \_\_\_\_\_

**Exhibit "A"**  
**SCOPE OF WORK**  
**STORMWATER COMPLIANCE, SAMPLING, AND REPORTING**  
**2021-2024 SCOPE OF WORK**  
**CHESTER LANDFILL**

## **SCOPE OF WORK**

### **Task 1 Stormwater Sampling Support/Years 1-3**

The General Permit for Stormwater Discharges Associated with Industrial Activities (Order 2014-0057-DWQ) or IGP requires that the site operator sample a minimum of four storm events per year for the constituents applicable to the SIC code for the operation. Two sampling events must be performed from July 1 to December 31 and two sampling events from January 1 to June 30.

There are two stormwater discharge locations onsite. Discharge Point D-1 is located at the northwestern corner of the landfill. Since monitoring began in late 2015, this point has not discharged, even during heavy rain and snowmelt events. Discharge Point D-2 is located south of the entrance gate and captures drainage from approximately 75 percent of the site. This point has discharged during higher-intensity rain or snowmelt events.

The landfill is required to sample for total suspended solids (TSS), oil and grease (O&G), pH, iron, and hardness. To account for site visits where discharge sufficient to produce a representative sample has not occurred, we anticipate five site visits per year. Four of these would involve sample collection while the fifth is a contingency in case no discharge occurs. Costs are included in Table 1.

It should be noted that active landfills where stormwater contacts waste material are subject to additional effluent limitation guidelines (40 CFR 445) which require the analysis of additional constituents beyond those specified by the facility's SIC code. These are biochemical oxygen demand, ammonia, phenols (terpinol, p-cresol, phenol) and benzoic acid. Because the active face of the landfill has been covered during the wet season, stormwater samples collected at the landfill have not been analyzed for these constituents. In the event the active face of the landfill is not covered during a storm event or equipment that has been in contact with the waste is exposed to stormwater, analysis of these constituents is required. Analysis is also required if comingling of wastewater (leachate) and stormwater is observed. A contract addendum can be prepared for the additional sampling costs if such conditions occur.

### **Task 2 Level 2 ERA**

The Chester Landfill entered Level 2 status for iron following the 2017-2018 reporting year. A Level 2 Exceedance Response Action (ERA) Technical Report was submitted in June 2020 on your behalf as required under the IGP. This included an industrial activity best management practices demonstration and a non-industrial pollution source demonstration. The former was completed successfully; however, the latter could not be performed due to ongoing drought conditions. While the Level 2 status of the site does not affect costs under the previous tasks, a source determination is

still required to meet Level ERA requirements. This Scope assumes that an addendum will be prepared at a later date to address the non-industrial pollution source determination.

A breakdown of laboratory analytical costs is summarized in Table 1.

<b>Table 1</b> <b>REQUEST FOR ANALYSES (ANNUAL)</b>					
<b>Analyte</b>	<b>Method</b>	<b>Sample Matrix</b>	<b>Unit Cost</b>	<b>Approximate Number of Samples*</b>	<b>Total Cost</b>
Oil and Grease	EPA 1664A	Water	\$68.00	5	\$340.00
Total Dissolved Solids	SM 2540C	Water	\$31.20	5	\$156.00
Total Iron	EPA 6010B	Water	\$17.60	5	\$88.00
Hardness	SM 2340C	Water	\$24.00	5	\$120.00
pH	Field	Water	\$40.00	5	\$200.00
<b>Total Analytical Cost**</b>					<b>\$994.40</b>
<b>Notes:</b> *Assumes one discharge from D-1 and four from D-2 **Analytical costs include a standard 10 percent markup					

### **Task 3 Sample Reporting and Annual Reporting/Years 1-3**

Sample results are required to be uploaded to the State Water Board SMARTS website. An annual report must also be completed and submitted via SMARTS for each water year. We estimate the cost of completing this task at \$1,800.00.

### **Task 4 Project Management/Years 1-3**

Project management is invoiced at 10 percent of total cost and includes day-to-day activities associated with the project.

The scope includes pre-winter and sampling observation forms. It is anticipated that County Local Enforcement Agency staff can complete the monthly observation forms concurrent with these monthly program inspections.

**Exhibit "B"**  
**COST ESTIMATE**  
**STORMWATER COMPLIANCE, SAMPLING, AND REPORTING**  
**2021-2024 SCOPE OF WORK**  
**CHESTER LANDFILL**

The estimated costs to complete the work in Exhibit "A" are summarized in Table 2.

<b>Table 2</b> <b>ESTIMATED COSTS</b>					
<b>Years</b>	<b>Task No.</b>	<b>Description</b>	<b>Estimated Cost</b>		
1-3	1	Stormwater Sampling Support <sup>1</sup>	\$5,195.00		
1 only	2	Level 2 ERA <sup>2</sup>	\$2,500.00		
1-3	3	Annual Reporting	\$1,800.00		
1-3	4	Project Management	\$600.00		
<b>Total Estimated Costs by Year*</b>					
Year 1	FY 2021-2022		\$10,095.00		
Year 2	FY 2022-2023		\$7,595.00		
Year 3	FY 2023-2024		\$7,595.00		
<b>Total Not-to-Exceed Amount for Term of Agreement</b>			<b>\$25,285.00</b>		
<b>Notes:</b>					
<sup>1</sup> County can complete. This cost assumes VESTRA collects four samples/year and handles the analytical cost via subcontracted laboratory. If the County wishes to assign sample collection to County staff and handle the analytical, the task can be removed from the cost table.					
<sup>2</sup> Only in Year 1					
<sup>*</sup> Fiscal Year costs provided are not to be exceeded					

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2022 Rate Schedule (Exhibit "C"). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

**Exhibit "C"**  
**RATE SCHEDULE**  
**STORMWATER COMPLIANCE, SAMPLING, AND REPORTING**  
**2021-2024 SCOPE OF WORK**  
**CHESTER LANDFILL**

**2022 VESTRA RATE SCHEDULE**



Staff Classification	Per Hour
<b>Environmental Services</b>	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$95.00 - \$120.00
Regulatory Compliance Specialist	\$90.00 - \$120.00
Environmental GIS Analyst	\$90.00 - \$120.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$95.00 - \$120.00
Associate Hydrologist	\$95.00 - \$120.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$120.00 - \$180.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$140.00 - \$190.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
<b>Engineering Services</b>	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$140.00 - \$160.00
Senior Engineer	\$145.00 - \$190.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
<b>Administration</b>	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
<b>Equipment Classification Rates</b>	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	IRS Rate
<b>Per Diem</b>	
Lodging (per person)	\$96.00 - \$240.00
Meals and Incidentals (per person)	\$44.00 - \$80.00

**Materials and Travel Expenses:** Billed as direct reimbursement plus 15%.

**Subcontractors:** Billed as direct reimbursement plus 15%.

**Terms:** Due and Payable upon Receipt. 1 1/4% per month (21% per annum) finance charge will be added to any balance 30 days past due.

**Exhibit "D"**  
**PROJECT SCHEDULE**  
**STORMWATER COMPLIANCE, SAMPLING, AND REPORTING**  
**2021-2024 SCOPE OF WORK**  
**CHESTER LANDFILL**

**Year 1 (FY 2021-2022)**

- Sample stormwater
  - Twice (July-December)
  - Twice (January-June)
- SMARTS Annual Report (June 2022)

**Year 2 (FY 2022-2023)**

- Sample stormwater
  - Twice (July-December)
  - Twice (January-June)
- SMARTS Annual Report (June 2023)

**Year 3 (FY 2023-2024)**

- Sample stormwater
  - Twice (July-December)
  - Twice (January-June)
- SMARTS Annual Report (June 2024)

## **BOARD AGENDA REQUEST FORM**

Department: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Request for \_\_\_\_\_ minutes for presentation

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

Consent Agenda: Yes No

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

A.

B.

C.

### **Review by Necessary Departments:**

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

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

#### Attached Documents:

Contracts/Agreements:

Three copies? (Y /N )

Signed? (Y /N )

Budget Transfers Sheets:

Signed? (Y/ N )

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

#### **Publication:**

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

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

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

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

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

If Not Applicable, please state reason why:

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

## *Executive Summary Seneca Hazardous Fuels Treatment Proposal (01/19/22)*

Author: Joe D. Smailes, RPF#2198 Seneca Firewise Co-Lead

**Preface.** The Dixie Fire started July 13, 2021 burning 963,309 acres and was contained October 25, 2021 – the small unincorporated town of Seneca burned on August 5, 2021. Case in point, the Dixie Fire burned nine years after the 2012 Chips Fire having a more than adequate hazardous fuel bed demonstrating extreme fire behavior.

**Overriding Objectives** Like many who have suffered the fate of catastrophic fire, Seneca non-industrial timberland owners desire to be heard and included by decision-makers at the state and federal level to set the stage for progressive forest management resulting in pro-active fuels management at unprecedented levels. Furthermore:

- Community wildfire protection must be the demonstrated priority for all agencies, stakeholders, and cooperators.
- To collaboratively meet at the “Planning Table” with a broad diversity of state and federal agency leadership, and stakeholders and cooperators and establish hard deadlines for planning and implementation. This is consistent and in alignment with the USDA Forest Service 2009 National Cohesive Wildland Fire Management Strategy and 2018 Shared Stewardship Across Landscapes Concept.
- To be clear, it must be stated that desired outcome of this proposal is to prevent the Seneca landscape from reverting to a post-fire vegetation condition capable of carrying extreme fire behavior as exhibited on Aug. 5, 2021.

**Forestry Treatment Methods** These following treatments are proposed and are widely accepted treatments referred to as the “forester’s tool box”: included, but limited to, pre-commercial thinning, commercial logging, mastication, and essential prescribed fire.

### **Proposed Actions**

- Immediate need: Forest Service & Cal Fire grant the Seneca Firewise Community (including other Firewise Communities and interested groups) access to inclusive and shared planning for post-Dixie Fire fuels management. Timetable: No later than (NLT) May 2022 would be highly desired.
- Seneca Road DFPZ Corridor – designate the Seneca County Road corridor as a Defensible Fuel Profile Zone (DFPZ) or simply put, a “shaded fuel break” from junction of Hwy 89 to Butt Lake. Intensively treat (cut, skid, deck, remove) fire killed timber both merchantable and sub-merchantable timber for 750 ft. each side (1500 ft. total). Timetable: commence planning operations NLT Dec. 2022; commence operations NLT Aug 2023
- Seneca WUI Treatment of High Severity, Moderate, & Low Severity Burn Areas - Treat Seneca strategic areas aggressively with all appropriate forestry methods with prescribed fire being the primary tool. Timetable: commence planning operations no later than (NLT) Dec. 2022; commence operations NLT June, 2023
- National Forest System Lands Fire-killed Tree Mitigation- Removal of dead & fire damaged trees on both federal system roads and lands adjacent to communities in Plumas County. Timetable: commence planning: NLT June 2022; commence ops NLT Dec. 2022
- Kingsbury-Rush DFPZ. Reestablish this DFPZ (HFQLG) as a viable fuel break that will protect the communities of Canyon Dam, Prattville, Seneca, Round Valley, Twain, Rush Creek Road, Hwy 70 corridor, Hwy 89 corridor. Timetable: commence ops NLT April, 2023

### **Big Picture Moving Forward**

- WUI Multi-Agency/Multi-Interest Joint Task Force. Seneca Firewise community strongly asks the Plumas NF, & Cal Fire (Lassen Modoc Unit “LMU”) to create a strong all-inclusive WUI Fuels Treatment Task Force with the express purpose of interfacing and embracing Plumas County Firewise Communities (& other like-minded organizations – Tribal Consortiums, Plumas County Fire Safe Council, Collaboratives, Industrial Timber Companies, etc.) in the joint strategic management of hazardous fuels on private and federal land. Timetable: create a Task Force NLT June 2022.
- Organizational Restructure. The Seneca Firewise Community is a strong advocate in a Forest Service organizational restructuring, no doubt a monumental task but necessary under dire conditions. The primary focus on restructuring, among others, is the critical need to increase fuels management work force size, budget, and capacity to better mirror that of wildland suppression. The aim in restructuring is to foster a pro-active vs. reactive preparedness.
- Agency Geographical Management Unit Restructure. Divide current Forest Service management units into smaller watershed based or a defined WUI management unit. The Seneca Firewise Community advocates a stark increase in stakeholder involvement resulting in shared vision, responsibility, and investment.
- Public Outreach. Progressive forest management to meet current forest fuel management needs comes with a price. A focused public outreach to gain public favor is the price. True change in forest land management policy will not materialize unless broad public sentiment is gained to usher in a supportive culture for aggressive forest fuels treatment. It is proposed that Cal Fire, Forest Service and all stakeholders collaborate on a strategy.
- Three-Tiered Wildland Urban Interface (WUI). The Seneca Firewise Community recognizes the value of a 3-tiered WUI: primary, secondary, and tertiary zones that will be critical in successful planning and implementation.
- Pace and Scale. All cooperators and stakeholders must be exceptional in their dedication for increased pace and scale of forest fuels management. Planning and implementation will reflect a pace that matches the pace of extreme fire.

## Seneca Hazardous Fuel Treatment Proposal

January 20, 2022

Author: Joe D. Smailes

RPF #2198

P.O. Box 357

Quincy, CA 95971

530-520-6205

joesmailes@yahoo.com

### Preface

The Dixie Fire started July 13, 2021 burning 963,309 acres and was contained October 25, 2021 – the small unincorporated town of Seneca burned on August 5, 2021. While the timber industrial ownership (SPI, Collins Pine, WM Beaty & Assoc., & PG&E) have significant resources to help shape and influence forest management policy, small private landowners desire to provide meaningful input on our community's fire readiness status - Seneca. Case in point, the Dixie Fire burned nine years after the 2012 Chips Fire having a more than adequate hazardous fuel bed demonstrating extreme fire behavior.

### Overriding Objectives

Like many who have suffered the fate of catastrophic fire, Seneca non-industrial timberland owners desire to be heard and included by decision-makers at the state and federal level to set the stage for progressive forest management resulting in pro-active fuels management at unprecedented levels. Furthermore:

- Community wildfire protection must be the demonstrated priority for all agencies, stakeholders, and cooperators.
- To collaboratively meet at the “Planning Table” with a broad diversity of state and federal agency leadership, and stakeholders and cooperators and establish hard deadlines for planning and implementation. This is consistent and in alignment with the USDA Forest Service 2009 National Cohesive Wildland Fire Management Strategy and 2018 Shared Stewardship Across Landscapes Concept.
- This proposed hazardous fuel treatment combined with the opportunity to follow-up with fellow cooperators offers a greater possibility to strengthen relationships not only with fellow Seneca residents and neighboring Firewise Communities, but with land managers and agency decision makers

*To be clear, it must be stated that desired outcome of this proposal is to prevent the Seneca landscape from reverting to a post-fire vegetation condition capable of carrying extreme fire behavior with snags and brush being the prevailing and dominant feature (as exhibited on Aug. 5, 2021).*

### The Setting

Today, Northern Sierra forests, in a general sense, are not considered fire resilient due to overstocking of forests, presence of highly flammable non-tree vegetation (sclerophyll brush), drought, and many other factors. Pyrocumulus plume dominated fires are all too often the agent of destruction that is very difficult, if not impossible, to make significant suppression realistic. Current forest management fuel treatments whether on private or federal land have

largely proven insufficient inhibiting wildfire growth, this requires serious examination. Given that a majority of forest land in Plumas County is managed by the US Forest Service, Plumas National Forest, it is incumbent that private non-industrial and industrial timberland owners join hands with this agency in pursuing significant forest policy change that will produce favorable results commensurate within the 99<sup>th</sup> percentile of modeled fire behavior exhibited by recent wildfire activity. Only through pro-active forest management at a necessary pace and scale will Plumas County residents see a significant difference in community protection which, most importantly, gives an emotional lift living in this beautiful place we call home.

### **Forestry Treatment Methods**

There are many viable methods in treating forest hazardous fuels. No one single treatment will prove successful, thus listed below are treatment methods that are widely used and may be referred to as the land manager's or forester's tool box.

1. Pre-commercial thinning.
2. Commercial logging.
3. Mastication.
4. Prescribed Fire.

All treatments listed above should always be options in the land manager's toolbox. As previously mentioned, no one tool will be the silver bullet that will achieve fire resiliency, rather, a combination of all or perhaps just a combination of two treatments will increase the odds for successful outcomes.

*(Please refer to Appendix A for descriptions of all of the forestry treatment methods)*

### **Proposed Actions**

There are many objectives of professional management: sustainable growth of quality forest products, water quality, diversity of wildlife habitat, sustainable fisheries, a reasonable balance of botanical species, etc. Given the recent history of wildfires in Plumas County, a focus on fire management and its ecology can arguably be the premier subjects coupled with a fire resiliency objective for both sides of the property line to prevent a re-occurrence of catastrophic wildfire.

#### **Immediate Need:**

The most immediate and urgent need is for the US Forest Service, Plumas NF to grant the Seneca Firewise Community (and other like-minded communities) access to inclusive and shared planning to the post Dixie Fire planning table in the spirit of collaborative land stewardship. Target date of no later than May 2022 would be highly desired.

#### **Post-fire Ops Treatment Proposal:**

- Seneca Road Corridor – designate the Seneca Road corridor as a Defensible Fuel Profile Zone (DFPZ) or simply put, a “fuel break/shaded fuel break” from junction of Hwy 89 to Butt Lake. Intensively treat (cut, skid, deck, remove) fire killed timber both merchantable and sub-merchantable timber for 750 ft. each side (1500 ft.

total). Green timber: adequately space residual timber suitable for designated fuel breaks (metrics on tree spacing will not be described in this proposal). Additionally, follow with a mastication treatment and/or broadcast underburn (prescribed fire) in treated areas. Timetable: commence planning: NLT April, 2023; commence ops NLT April, 2023; complete operations NLT April, 2024. Schedule follow-up treatments every 3 years or a reasonable time agreed by all collaborators.

- Seneca WUI Treatment-High Severity, Moderate, & Low Severity Burn Areas in the immediate Seneca Area (areas to be collaboratively agreed upon): Treat by all appropriate forestry methods listed above with prescribed fire being the primary tool. Priority treatment areas will be immediately adjacent to private ownership extending outward in what will be described as primary, secondary, and tertiary (to be further described in detail with collaboration with all agency fuel treatment specialists). Utilization of retained dozer and handline firelines will be a priority. Timetable: commence planning operations no later than (NLT) Dec. 2022; commence operations NLT Aug, 2023; complete operations NLT December 2024. Schedule follow-up operations every 3 years or a reasonable time agreed by all collaborators.
- National Forest System Lands - Removal of dead & fire damaged trees on all level 3,4, & 5 national forest system roads within 5 miles of Seneca – specific roads to be later identified. Additionally, it is asked that fire-killed/damaged timber be felled in adjacent federal lands to private non-industrial land – distance of treatment to that of private property lines is to be determined. Timetable: commence planning: NLT June 2022; commence ops NLT Dec. 2022; complete ops NLT Dec. 2024
- Kingsbury-Rush DFPZ. Reestablish this old HFQLG DFPZ as a viable fuel break that will protect the communities of Canyon Dam, Prattville, Seneca, Round Valley, Twain, Rush Creek Road, Hwy 70 corridor, Hwy 89 corridor. No efforts to provide maintenance to this DFPZ feature in the last 10 years has been made. Timetable: commence ops NLT April, 2023; complete ops NLT 2025. Schedule follow-up treatments as agreed by all collaborators.

### **Big Picture Going Forward**

The residents of Seneca cannot create a fire resilient solution on its own (although we can make our own land more fire resilient, that is not enough). With a strong recommendation for involvement, this is where we will need help:

- WUI Multi-Agency/Multi-Interest Joint Task Force. Seneca Firewise community strongly asks the Plumas NF, & Cal Fire (Lassen Modoc Unit “LMU”) to create a strong all-inclusive WUI Fuels Treatment Task Force with the express purpose of interfacing and embracing Plumas County Firewise Communities (& other like-minded organizations – Tribal Consortiums, Plumas County Fire Safe Council, Collaboratives, Industrial Timber Companies, etc.) in the joint strategic management of hazardous fuels on private and federal land. Timetable: create a Task Force NLT June 2022.
- Public Support. Progressive forest management to meet current fuel management needs, will require the citizens of Plumas County to be on board with forestry treatment methods, particularly, prescribed fire firing operations that will bring some adverse conditions (i.e., smoke to the valleys of our communities). Public outreach will be

necessary if not essential to which PCFSC, PUC, and proponents of fuel treatments should be a major contributor in public outreach.

- Pace and Scale (3<sup>rd</sup> Party Cooperators). The Forest Service must embark on a significant, even radical change in the planning and implementation of all treatments available to the professional forester's tool box. Only embracing the private sector, or otherwise known as 3<sup>rd</sup> party cooperators, to perform the planning satisfactory to NEPA and CEQA laws will we be successful in our quest for forest resiliency. Third party involvement does not stop there as a need for implementation at a high level will no doubt be required, especially for manning a prescribed fire. One must understand that the number of acres treated must be commensurate with the horrific pace and scale of recent wildfires – this applies to all lands but mostly Forest Service system lands. Significant additional funding must be real to achieve any semblance of meeting the task at hand. Appropriated funding will have to increase dramatically to allow the US Forest Service to adequately meet the sheer demand of acres needing to be treated on a year to year basis, not to mention the cost of 3<sup>rd</sup> party planning and implementation. To put numbers out and this is a very rough estimate without going to great lengths and great detail (another topic for another day), it would be at the tune of 130,000 acres per year (within Plumas County - FS, Timber Industry, Private Lands).
- Forest Service Organization Restructure. The public, in all reality, should demand the restructuring of this agency to meet the sheer demand of the acres needing fuel treatment especially given the post fire conditions of the Dixie and North Complex fires. The rehabilitation/restoration needs of these fires will require such great response that it will pose a legitimate question if the Forest Service will have sufficient horsepower going forward to mitigate the next incoming fuel regime. The Seneca Firewise Community is a strong advocate in a Forest Service organizational restructuring, no doubt a monumental task but necessary under dire conditions. The primary focus on restructuring, among others, is the critical need to increase fuels management work force size, budget, and capacity to better mirror that of wildland suppression. The aim in restructuring is to foster a pro-active vs. reactive preparedness.
- Forest Service Geographical Management Unit Restructure. Divide current Forest Service management units into smaller watershed based or a defined WUI management unit. The Seneca Firewise Community advocates a stark increase in stakeholder involvement resulting in shared vision, responsibility, and investment.
- Get Involved. The complexities of this topic are lengthy but will state that local stakeholders must be recognized, even to the point of being institutionalized (by the Forest Service Shared Stewardship Authority) for decision making within their respective watershed or WUI. Having stated the need for the Forest Service organization restructuring, the greatest effect for substantial, far reaching forest policy change will be the individual – a stakeholder whether a town resident or forest landowner – they must be willing to speak and the agencies must be willing to receive their message.
- Support from elected officials. It would be advantageous to have elected officials strongly consider being an advocate for organizational change to promote greater input for individual/community needs and goals into land management planning and implementation. One of greatest outcomes needed, is to have the greatest capacity

possible for proactive forestry-fuel treatments in the way of producing a massive pre-fire treatment with all the forester's tools. Consequently, elected officials can be a major factor in this effort. Furthermore, County officials, PCFSC, PUC, members of the Feather River Stewardship Coalition, and other local Collaboratives must be unified to be an integral part of the quest for a larger pace and scale of fuels treatment in the County if we have any hope of sizable success.

- Three-Tiered Wildland Urban Interface (WUI). The Seneca Firewise Community recognizes the value of a 3-tiered WUI: primary, secondary, and tertiary zones that will be critical in successful planning and implementation. The specific distances of each zone will not be discussed or specified in this document; however, sufficient knowledge lies within fire science experts within the community to guide and direct.

This document has not captured all the thoughts and actions being contemplated by foresters and fire science experts, however, this progressive approach to forest management coupled with forward thinking will help stakeholders and cooperators feel enabled and gain confidence in the future. Thinking small is not an option. This in turn will help pivot the emotional status of those living here offering real possibilities for meaningful change.

Forest Service Shared Stewardship Statement. Provided below is an excerpt from the USDA Forest Service Shared Stewardship web site providing insight to what could be a promising venture (we ask the Forest Service to adhere to its vision). *“Clearly, targeted investments are needed at the scale of shared landscapes, including partner contributions of resources. We need shared approaches at the scale of the challenges we face within the wildland fire environment, using shared resources for the right kinds of investments in the right places. We can improve the wildland fire system by joining with partners and stakeholders to make smart choices about where we work—shared decisions that are both strategic and effective—investments that can truly make a difference at an all-lands scale.”*

## Appendix A

### Pre-commercial Thinning (PCT) (hand crew)

The Pre-commercial thinning (PCT) treatment is the cutting of trees (and occasionally brush) under 10 inches d.b.h. by a hand crew have a significant effect but very costly ranging from \$600. - \$1600./acre depending on timber/stocking density. Where flat ground (<45% slope) may be acceptable for mastication or commercial ground based logging, steeper ground above 45% may be suitable for PCT, or, otherwise known as hand crew thinning. Additionally, there are other land allocations (i.e., sensitive wildlife areas that may prohibit ground disturbing equipment) that hand crews may be allowed to enter to get work done. Additionally, the following should be considered in other situations and locations that would be suitable for this treatment. Hence:

1. Follow-up: An excellent follow-up treatment is for a low intensity control burn to follow a PCT within 2 years and followed up with a recurring treatment every 3-5 years.
2. Where: Steep ground, areas encumbered by a sensitive land allocation, areas that commercial logging isn't feasible (i.e., low commercial vol./acre) but treatment is still

warranted.

### **Commercial Logging**

Commercial harvesting is an excellent method for fuels treatment if the silvicultural prescription is a true model for thinning understory and selectively removing mid to upper tier timber. Crucial is to address the unmerchantable stems (<10 in. dbh) by way of biomass harvesting thereby reducing basal area at a significant level.

1. Follow-up: As with PCT, a follow-up treatment of a low intensity control burn within 2 years will create a very desire outcome. A longer-term follow-up is crucial in the way of maintaining the effectiveness of the treated area that would suggest a recurring treatment every 3-5 years.
2. Where: Commercial logging, as most will agree, will need to be within and around communities that are surrounded by federal or private timberland. Foresters call this the Wildland Urban Interface (WUI). The focus of commercial logging and its accompanying treatments should start at the planning level that prioritizes WUI's (homes, private land) and other sensitive features (powerlines, communication structures, recreation areas, sensitive watersheds, etc.).

### **Mastication**

This treatment is effective for small timber (<10 in. dbh) and brush. Where commercial biomass treatment/harvesting is not feasible, this is a reasonable alternative

1. Follow-up: As with the other treatments mentioned, a low intensity control burn would be ideal to be implemented within 2 years of initial treatment.
2. Where: Any location less than 45% slope but should be focused around WUI's.

### **Prescribed Fire**

This treatment is crucial to fire resiliency, and is a major, if not, the primary tool in making our forest more fire resilient. To be successful, three important components in this treatment should seriously be considered:

- Public Outreach. Recommend the Forest Service, Cal Fire, PCFSC, & PUC (& other interested parties) embark on a unified public outreach on the merits of prescribed fire and this would include assembling a public outreach committee in partnership with all the above-mentioned organizations, particularly, the Forest Service & Cal Fire. If this partnership gets stalemated then forge through singularly. The purpose of this outreach is to garner favorable public sentiment in favor of prescribed fire. Additionally, further proposals are:

\*Invite Plumas News/SF Chronicle/Chico  
Record Searchlight/State Sen.  
Dahle/Congressman Doug  
LaMalfa/Senator Dianne Feinstein to a  
scheduled prescribed fire.

\*Advertise scheduled burns in Plumas  
News and social media.

\*Have a booth at the California State  
Fair in Sacramento

- Planning.

Private Controlled Burns. Seneca Firewise community strongly recommends the US Forest Service - Plumas NF, & Cal Fire (Lassen Modoc Unit "LMU") to create a WUI Fuels Treatment Task Force with the express purpose of interfacing with Plumas County Firewise Communities (& other like-minded organizations) in strategically managing hazardous fuels on private land. Correlated objectives would be the recruiting of private landowners and the intricate planning associated with a prescribed burn. Imperative: involve WUI private landowner (stakeholders) in the planning process. Implement a collaborative Task Force NLT June 2022.

Federal & State & Private Cooperative Burns. Create a joint planning committee (could be same "WUI Task Force") with the purpose of combining resources to plan prescribe fire on federal and private ownership (collaborative landscape approach). Examples might be the planning of a follow-up burn on post commercial logging, mastication, or PCT projects that are adjacent to private land holdings, or, include private and federal land in one planned burn.

- Operations.

1. Follow-up: Just as important an initial prescribed fire is implemented; it is important that follow-up treatments are planned. The Northern Sierra climate provides ample growing conditions for vegetation that can and will ultimately become hazardous to the level of catastrophic under certain favorable conditions for extreme fire behavior.

2. Where: Focus operations in the immediate and general proximity of these areas:  
\*Communities. Focus burn locations in and around private ownership including adjacent federal land. Example of where to start may be with old DFPZ's (Quincy Library group era fuel treatment features) adjacent to communities.  
\*Access corridors (i.e., State Routes, County Roads – 1000ft-1500ft burn treatment corridor with county road as the anchor) where a safe ingress and egress is essential to the safety of a community.

\*Critical Infrastructure. Potential areas would be recreation sites, communication towers, transmission/distribution powerlines, etc.

\*Retained firelines from Dixie Fire on Private & Federal Land. Use these firelines that have not been rendered unusable for soft and hard anchors for strategic control burns around communities.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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

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Tony Hobson Ph.D., Director



DATE: March 8, 2022

TO: Honorable Board of Supervisors

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

SUBJECT: Department Matter

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize Behavioral Health Director Tony Hobson Ph.D., to sign 4-year \$1,749,800.00 Grant Agreement between County of Plumas and State of California Mental Health Services Oversight and Accountability Commission (MHSOAC).

**BACKGROUND AND DISCUSSION:**

1. In partnership, Plumas Unified School District (PUSD), Plumas County Charter School (PCCS) and Plumas County Behavioral Health (PCBH) propose to offer behavioral health treatment services in each school throughout the county via telehealth. PCBH will contract with a private vendor who has the experience and network capable of delivering services remotely in rural and economically disadvantaged communities. Services will include screening and assessment; brief treatment and intervention services; crisis assessment and intervention; providing support and collateral services to teachers in responding to students' behavioral health concerns; and make referrals and linkages to community resources as needed. This Agreement has been approved to form by County Counsel.

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

**RESOLUTION NO. 22-**

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 21MHSOA056  
STATE OF CALIFORNIA MENTAL HEALTH SERVICES OVERSIGHT AND  
ACCOUNTABILITY COMMISSION**

**WHEREAS** State of California Mental Health Services Oversight and Accountability Commission Agreement Number 21MHSOA056 sets forth the conditions and requirements that Plumas County must meet in order to receive funding.

**WHEREAS** Plumas County Behavioral Health will propose to offer behavioral health treatment services in Plumas Unified School District, and Plumas Charter School throughout the county via telehealth with a private vendor.

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

Approve State of California Mental Health Services Oversight and Accountability Commission Agreement Number 21-MHSOA056 and authorize the County Behavioral Health Director to sign any documents pertaining to this grant as the Board's designee.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Chair, Plumas County Board of Supervisors

ATTEST:

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Clerk, Board of Supervisors



## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Plumas County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC056
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### Parties

This Grant Agreement (Agreement) is entered into between Plumas County Behavioral Health, a branch of county government headquartered in Quincy, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### Term

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

### Funding Amount

The maximum award under this Agreement is: \$1,749,800.00  
(One million seven hundred forty-nine thousand eight hundred dollars and no cents)

### Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

### Grant Managers

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: Cheryl Ward	Name: Plumas County Behavioral Health
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 270 County Hospital Road Suite 109 Quincy, CA 95971
Phone: 916-775-6815	Phone: 530-283-6307
Fax: 916-445-4927	Fax: 530-283-6045
Email: Cheryl.Ward@MHSOAC.ca.gov	Email: thobson@pcbh.services

Direct all fiscal inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Attention: Anissa Padilla	Name: Plumas County Behavioral Health
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 270 County Hospital Road Suite 109 Quincy, CA 95971
Phone: (916) 445- 8696	Phone: 530-283-6307
Fax: (916) 445-4927	Fax: 530-283-6045
Email: Accounting@mhsoac.ca.gov	Email: thobson@pcbh.services



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>Plumas County Behavioral Health</b>	
Business Address: 270 Hospital Road Suite # 109 Quincy, CA 95971	
Person Signing: Tony Hobson Ph.D.	Title: Plumas County Behavioral Health Director
Signature:	Date:

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

Approved as to form:

A handwritten signature in blue ink, appearing to read 'Gretchen Stuhr'.

2/18/2022

Gretchen Stuhr  
Plumas County Counsel

**EXHIBIT A:**

**SCOPE OF WORK**

**Recitals**

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

**Objectives**

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

**Compliance**

1. Request for Application. The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution,

the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

**Funding (RFA, Section V.E)**

1. **Allowable Costs.** Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission
2. **Invoicing.** Grant funds are available for invoicing as follows (see also Exhibit B):
  - a) Program Development: Funds are available to be invoiced once the contract is executed
  - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
  - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
  - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. **No Transfer.** Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**Expenditure Reporting (RFA, Section VIII. A.)**

**Program Expenditures.** Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

**Data Reporting (RFA, Section VIII.A.)**

1. **Program Data.** Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall
  - b) Number of students screened and referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group

4. Primary Language/number in each primary language
  5. Ethnicity/number in each ethnicity
  6. Number of students suspended/expelled
  7. Number of students who dropped out
  8. Number of students with IEP/504
  9. Number of students in foster care
  10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

*\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

**Performance Reporting (RFA, Section VII.A.)**

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates.
  - a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
  - a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsaac.ca.gov

**2. Budget Contingency Clause**

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

**3. Budget Detail**

The total amount of this Agreement shall not exceed \$1,749,800.00 (One million seven hundred forty-nine thousand eight hundred dollars and no cents). Payment shall be made in accordance with the payment schedule below.

**4. Payment Schedule**

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

<b>Funds Distribution</b>	<b>Grant Funding</b>
Program Development	\$ 80,000.00
Program Operations	
Year 1	\$ 417,450.00
Year 2	\$ 417,450.00
Year 3	\$ 417,450.00
Year 4	\$ 417,450.00
<b>Grant Total</b>	<b>\$ 1,749,800.00</b>

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA\_MHSSA\_002, Appendix 1 at Federal and State Guidance.)
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
  - A. *First Level.* Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).

- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it

will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
  - A. *Pass-Through.* Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
    - a. Incorporate the reporting requirements in Exhibit A
    - b. Incorporate the data requirements in this Exhibit A

- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

*B. Vendors.* Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

**PLUMAS COUNTY LIBRARY****445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310**

*Lindsay Fuchs  
County Librarian*

DATE: February 22, 2022  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Establish a Change Fund for the Greenville Temporary Library Location

**Recommendation**

Approve and authorize the Plumas County Librarian to establish a change fund of \$10 for the Greenville Library location.

**Background**

The original \$10 kept at the Greenville Library Branch to make change for fines, printing, and other related costs under the Library's fine and fee schedule was burned in the Dixie Fire on August 4, 2021. Now that a new temporary location has been opened, we need to have available a change fund for making change for patrons.

**Fiscal Impact**

\$10 will be used as a change fund.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO ESTABLISH A CHANGE FUND FOR THE COUNTY LIBRARIAN PER  
GOV CODE SECTION 29321**

**WHEREAS**, per Government Code Section 29325, the Board of Supervisors is authorized to establish a cash/change fund for use by any County Officer for the following purpose;

A change fund for use in making change in carrying out their Official County duties;

**WHEREAS**, per Government Code Section 29321, such funds may be established by Board of resolution which sets forth;

- The necessity or justification for the fund
- Identification of the County Officer for which the fund is available.
- The fund amount.
- The County Officer for whom the fund is established is personally liable for any losses which may occur, unless relieved from accountability by the Board of Supervisors.

**WHEREAS**, there is an apparent necessity for the County Librarian to have available a change fund to be used for making change at each Library Branch location, and the request to establish such fund has been approved by the Auditor-Controller.

**WHEREAS**, the original \$10 kept at the Greenville Library Branch was burned in the Dixie Fire on August 4, 2021.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Librarian shall be authorized to establish a CHANGE FUND in the amount of \$10.00 for the Greenville Library Branch.

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 \_\_\_\_\_ by the following vote:

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

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Kevin Goss, Chair  
Plumas County Board of Supervisors

ATTEST:

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Heidi White  
Clerk of the Board of Supervisors

Approved as to form:

  
Joshua Brechtly  
Deputy County Counsel I

**PLUMAS COUNTY LIBRARY**

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



*Lindsay Fuchs*  
County Librarian

DATE: February 25, 2022  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester.

**Recommendation:**

Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s) for Chester.

**Background:**

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

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

**Cost:**

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 21/22FY. This position starts at \$15/hr.

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

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

*Yes. The Extra Help Library Aide position(s) for the Chester Branch are funded for the 21/22FY budget. The Library Aide position is vital for Library operations to continue without interruption.*

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

*These position(s) are crucial to continue the Plumas County Library service hours when the Branch Manager is unavailable (due to vacation, sick leave, and potential COVID-19 issues) or require additional help. There are not enough subs to currently cover the Branch Manager if she needs to use her leave, and therefore we would have to completely close down the Branch or pay additional funds to provide a sub from a different branch (dependent on weather and sub availability/interest in other branches.)*

3. How long has this position been vacant?

*Current staff availability was reduced as one worker switched to Greenville and the other has limited hours available.*

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

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

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

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

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

*Branches will be closed if we do not have enough coverage to keep operations continuing.*

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

*Library branch closures lead to service reductions, which in turn cause a decrease of patrons.*

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

*N/A*

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

*No.*

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

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

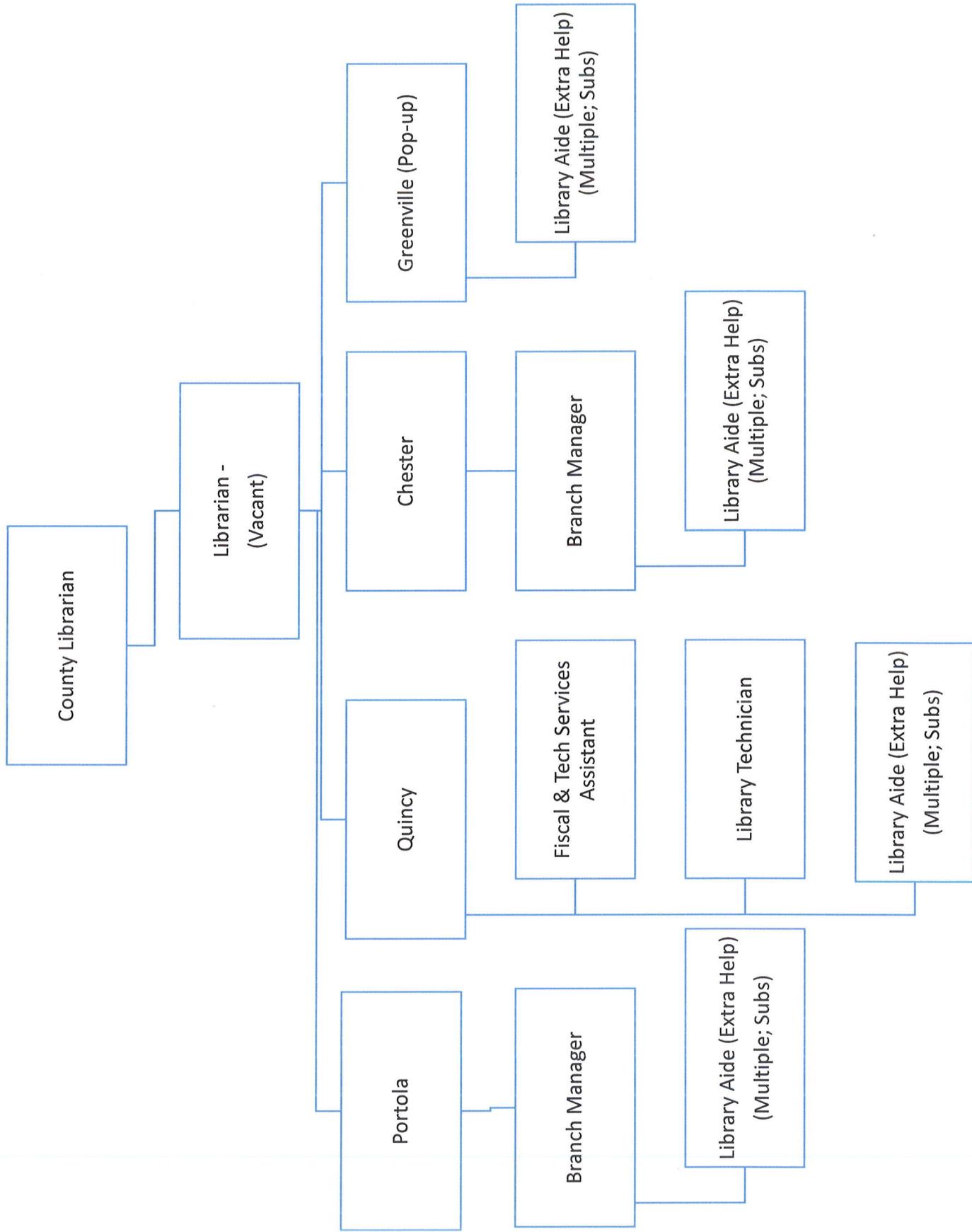
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

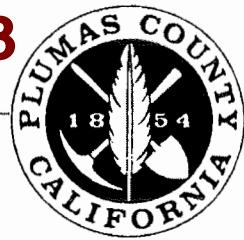
## Organizational Chart for Plumas County Library



# PLUMAS COUNTY LIBRARY

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

**Item 4B3**



*Lindsay Fuchs*  
County Librarian

DATE: February 23, 2022  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize supplemental budget transfer to 20670/46230 for \$750, supplemental expenditure account 20670/524510.

## **Recommendation**

Authorize supplemental budget transfer to 20670/46230 for \$750, supplemental expenditure account 20670/524510.

## **Background**

Between August 2021 and now, the Library has received \$750 directly in monetary donations to buy items for the replacement of Greenville materials. This money will be used to buy collection material such as books for the Greenville Library Pop-Up (currently operating out of the Greenville Elementary School) and future Greenville Library sites.

## **Fiscal Impact**

None, this is additional money brought in this Fiscal Year in response to the Dixie Fire.

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

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

Department: Plumas County Library

Dept. No: 20670

Date 2/9/2022

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

TRANSFER FROM OR

#### SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #            Dept #            Acct #            Account Name            \$ Amount

TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

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.

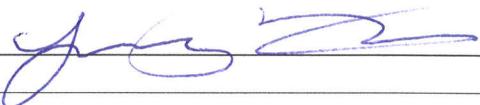
A) To pay for books for Greenville Dixie Fire.

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

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

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

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.

**PLUMAS COUNTY LIBRARY****445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310**

*Lindsay Fuchs*  
County Librarian

DATE: February 23, 2022  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Authorize supplemental budget transfer to 20670/51020 for \$6,700, supplemental expenditure account 20670/529500. Authorize supplemental budget transfer to 20675/51020 for \$2,300, supplemental expenditure account 20675/529500.

**Recommendation**

Authorize supplemental budget transfer to 20670/51020 for \$6,700, supplemental expenditure account 20670/529500. Authorize supplemental budget transfer to 20675/51020 for \$2,300, supplemental expenditure account 20675/529500.

**Background**

Per discussion with IT, we urgently need to replace all staff computers at the Quincy Library Branch for both the Library and Literacy staff. One main issue with the age of the computers is they are not able to update from Windows 7, which no longer receives security updates after Jan 14, 2020. This has created both security and usage issues for staff computers and many of the programs needed for daily functions.

**Fiscal Impact**

This is money that will not be used in Other Wages during the 21/22FY, which require less anticipated funding for Other Wages for both Library and Literacy staff due to COVID-19 and Dixie Fire related recruitment issues.

The anticipated price for the 8 computers (6 in Library and 2 in Literacy) is for about \$775 per unit for a total of \$6,785. Included in this will be 7 stand-alone Microsoft Office licenses for \$300/user and one O365 subscription at \$12.50/month for a total of \$2,163. (The subscription for the O365 will then be budgeted in future budgets.) The total for the computer replacement project will be \$8,948; \$6,652 from Library and \$2,296 from Literacy.

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

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

Department: Plumas County Library & Literacy      Dept. No: 20670 & 20675      Date: 2/8/2022

The reason for this request is (check one): **Approval Required**

- |                                        |                                                       |         |
|----------------------------------------|-------------------------------------------------------|---------|
| 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

TRANSFER TO  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) Unanticipated costs.

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

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

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

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.

# Item 4C

## PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



### **AGENDA REQUEST**

For the March 8, 2022 meeting of the Plumas County Board of Supervisors

February 25, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill vacancy for One (1) FTE PW Maintenance Worker II position in the Greenville Maintenance District, discussion and possible action.



#### Background:

Resignation of a Maintenance Worker from the Greenville Maintenance District, there exists a vacancy for an FTE PW Road Maintenance Worker II effective immediately.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

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

#### Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy for one (1) FTE PW Maintenance Worker II position in the Greenville Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

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

### **Public Works Maintenance Worker / Public Works Maintenance Division – Greenville District**

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

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

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

**The minimum crew size for the Greenville area is 6. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 4 personnel to perform the activity. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of August 2021.**

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

**The Maintenance Division’s budget line item for wages in 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?

**Providing adequate maintenance necessary component to keep County roads in the Greenville Area in a safe condition for public use for all modes of travel.**

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

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Greenville Area.**

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

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

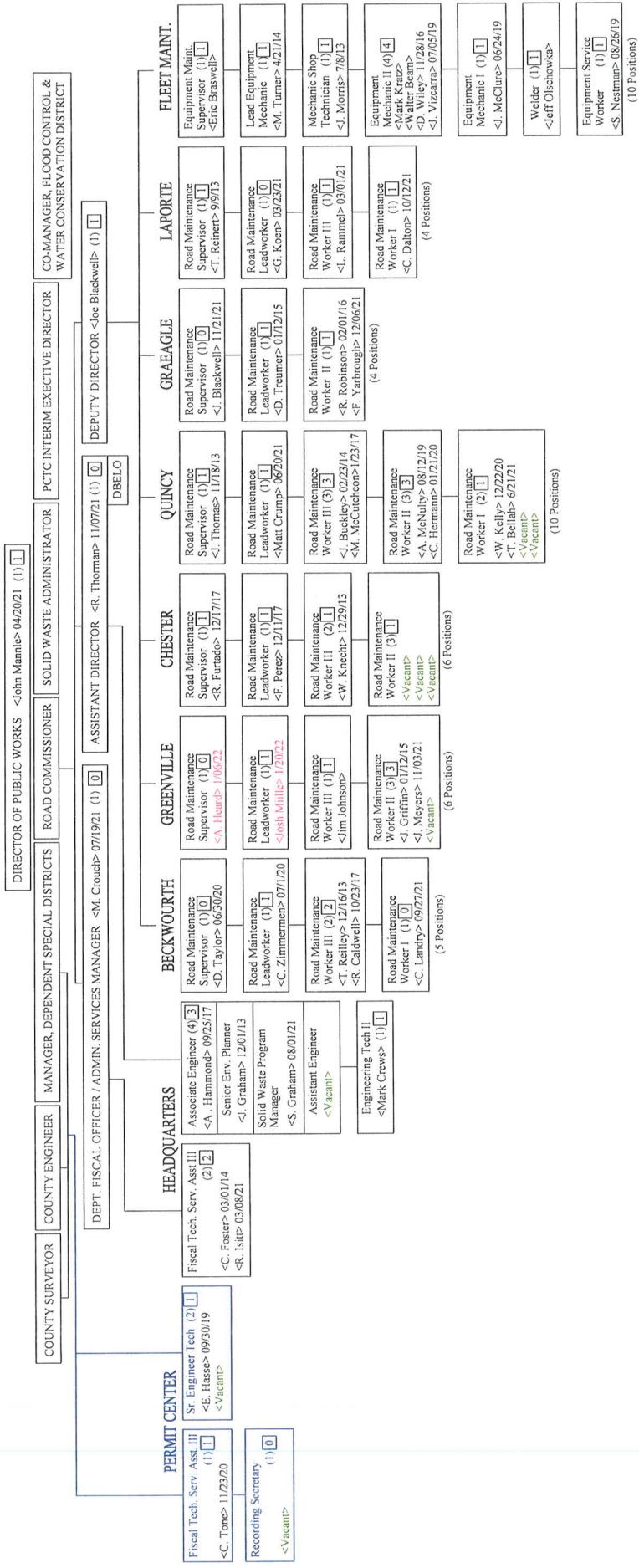
Does the budget reduction plan anticipate the elimination of any of the requested positions?  
**No**

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



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Director of Public Works  
Revision Date: 2/25/22



**Item 4D**

# 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 28, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns *TJ*  
**RE:** Agenda Items for the meeting of March 8, 2022

**It is recommended that the Board:**

Authorize Auditor to pay invoice to State of California Department of Forestry and Fire Protection for services provided without a service contract for the jail project.

Authorize Auditor to pay future invoices received from Department of Forestry and Fire Protection for State Fire Marshall services performed for the new jail project without a contract.

**Background and Discussion:**

The State of California Department of Forestry and Fire Protection provided services for the new jail project.

The Sheriff's Office respectfully requests Board approval to submit invoice #165228 in the amount of \$3,840.00 received from State of California Department of Forestry and Fire Protection to the Auditor for payment and authorize the Auditor to pay the invoice submitted without a service contract.

There will be additional expenses for State Fire Marshall services throughout this project. Please authorize Auditor to pay future invoices received from Department of Forestry and Fire Protection for State Fire Marshall services performed for the new jail project without a contract.

STATE OF CALIFORNIA  
 THE RESOURCES AGENCY OF CALIFORNIA  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
 P.O. Box 944246  
 Sacramento CA 94244-2460

370007048900

Invoice No : 165228  
 Invoice Date : 19-Feb-22  
 Your Purchase Order No : \_\_\_\_\_  
 Agreement No : \_\_\_\_\_

PLUMAS CO JAIL  
 50 ABERNETHY LANE  
 QUINCY, CA 95971

Make check payable to:  
**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**  
 Mail check with copy of invoice to :  
**Department of Forestry and Fire Protection**  
**ATTN: Accounts Receivable - Cashiers**  
**P.O. Box 997446**  
**Sacramento, CA 95899-7446**

DESCRIPTION	AMOUNT
State Fire Marshal Fire & Life Safety services in January 2022.	\$3,840.00

Contact: [FLSBillingSupport@fire.ca.gov](mailto:FLSBillingSupport@fire.ca.gov)

**Payment is due 30 days from date of invoice.**

FOR DEPARTMENTAL ACCOUNTING OFFICE USE ONLY :

TC	FY	REF	DOC	SUFFIX	INDEX	OBJ	PCA	AMOUNT	AS	FS	F	M	REV	SOURCE	SL
----	----	-----	-----	--------	-------	-----	-----	--------	----	----	---	---	-----	--------	----

TC														
DATE														
BATCH TYPE														
BATCH NO.														
FM														
INITIALS														

Distribution: 2 copies to Customer, 1 copy to A/R File, 1 copy to Master File, 1 copy to Cashier, 1 copy to Program Unit

AO-223 (6/89)

89 87630

7540-130-0223

**STATE OF CALIFORNIA**  
**THE RESOURCES AGENCY OF CALIFORNIA**  
**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**  
**Fire and Life Safety**  
**P.O. Box 944246**  
**Sacramento CA 94244-2460**

**Invoice No:** 165228  
**Invoice Date:** 2/19/2022  
**Billing Period:** January 2022  
**Customer No:** 370007048900

**PLUMAS CO JAIL**  
**50 ABERNETHY LANE**  
**QUINCY CA 95971**

**Mail check with a copy of this invoice to:**  
**Department of Forestry and Fire Protection**  
**ATTN: Accounts Receivable - Cashiers**  
**P.O. Box 997446**  
**Sacramento, CA 95899-7446**

DATE	DESCRIPTION	HOURS	AMOUNT
1/26/2022	Plan Review Other. Preliminary Meeting, Internal Review and Coordination. Plumas County.Jail and Day Reporting Center. Demolition of an existing 3,000 SF storage building and clea. . 50 Abernathy Lane, Quincy, CA 95971. Project: 22-N-0108-CP-DR. TS	4.00	\$960.00
1/27/2022	Plan Review. Plumas County Jail ,Plumas County Jail and Day Reporting Center, Plumas County, 50 Abernathy Lane, Quincy, Plan review, regarding I-3 smoke compartments and windowless building requirements. . Plumas County Jail and Day Reporting Center. Demolition of an existing 3,000 SF storage building and clea. . 50 Abernathy Lane, Quincy, CA 95971. Contact: Clark , Steve Project: 22-N-0108-CP-DR. CH	1.00	\$240.00
1/27/2022	Plan Review Other. Research for clarification response / demo permit coordination with field staff. Plumas County Jail and Day Reporting Center. Demolition of an existing 3,000 SF storage building and clea. . 50 Abernathy Lane, Quincy, CA 95971. Project: 22-N-0108-CP-DR. TS	9.00	\$2,160.00
1/28/2022	Plan Review Other. Pre-Meeting Clarification Response. Plumas County Jall and Day Reporting Center. Demolition of an existing 3,000 SF storage building and clea. . 50 Abernathy Lane, Quincy, CA 95971. Project: 22-N-0108-CP-DR. TS	2.00	\$480.00
Charge (\$240/hr)		<b>TOTALS:</b>	<b>16.00</b> <b>\$3,840.00</b>

**Any dispute of F&LS service must be  
 submitted to the State Fire Marshal within  
 six (6) months of the invoice date.**

**Please direct billing questions and any  
 written disputes using STD-209 to  
 FLSBillingSupport@fire.ca.gov**

# Item 5A

## RESOLUTION NO. 21-3601

### A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



\_\_\_\_\_  
Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES  
IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

**WHEREAS**, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

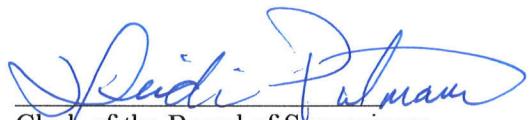
The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

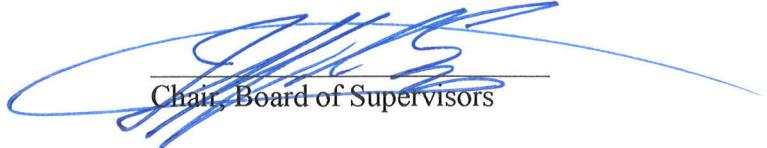
ABSENT: None

ATTEST:



Didi Patman

Clerk of the Board of Supervisors



Chair, Board of Supervisors



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS  
Plumas County Courthouse  
520 Main Street, Room 302  
Quincy, California 95971-9115  
Phone:(530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR  
COUNTY COUNSEL  
SARA G. JAMES  
DEPUTY COUNTY COUNSEL  
JOSHUA BRECHTEL  
DEPUTY COUNTY COUNSEL  
KRISTINA ROGERS  
PARALEGAL

March 1, 2022

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Gretchen Stuhr, *County Counsel*

---

**SUBJECT:** Memorandum of Understanding Between Plumas County  
And The Governor's Office of Emergency Services Of The State Of  
California.

### Background:

The Governor's Office of Emergency Services of the State of California (CalOES) established a non-congregate shelter consisting of 14 Fifth-Wheel Trailers, located at 240 Greenville Wolf Creek Road, Greenville, CA 95974 after the devastation of the Dixie Fire. CalOES now wishes to transfer the ownership and operations of the non-congregate shelter to the County of Plumas.

### Proposal:

The Memorandum of Understanding (MOU) between the County of Plumas and CalOES spells out the various obligations of the parties in the transfer of the non-congregate shelter in Greenville. Of concern to the County, the County is accepting ownership and operational responsibility of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, CA. This includes the full costs of operating the non-congregate shelter and any wraparound services needed by the County to continue operating said shelter. The MOU also places on the County any liability associated with the non-congregate shelter from the Effective Date of the MOU, March 31, 2022.

### Action:

It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding.

END OF MEMORANDUM

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PLUMAS COUNTY  
AND  
THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES OF THE STATE OF  
CALIFORNIA OF THE UNITED STATES OF AMERICA**

Plumas County and the California Governor's Office of Emergency Services (Cal OES), an agency of the State of California of the United States of America, hereinafter collectively referred to as "the Parties," effective on March 31, 2022 (the "Effective Date"), enter into this Memorandum of Understanding (MOU) and agree as follows:

**SECTION I  
Recitals**

**WHEREAS** Cal OES protects lives and property, builds capabilities, and supports California communities through effective collaboration in preparing for, protecting against, responding to, recovering from, and mitigating the impacts of wildfires.

**WHEREAS** Plumas County governs over the constituents living within its jurisdiction.

**WHEREAS** Cal OES currently owns and operates the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, CA 95947, in Plumas County.

**WHEREAS** Cal OES desires to transfer ownership and operation of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, CA 95947 to Plumas County.

**WHEREAS** Plumas County desires to assume ownership and operation of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, CA 95947.

**SECTION II  
Objective**

Cal OES agrees that Plumas County shall assume ownership of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947, for the purpose of responding to, recovering from, and mitigating the impacts of the Dixie Fire by supporting the survivors that resided in Plumas County. Each party is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU.

### **SECTION III**

#### **Obligations**

The Parties agree to the enumerated responsibilities listed below.

Cal OES:

- Will, upon the Effective Date of this MOU, transfer ownership of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 with fourteen 5<sup>th</sup> wheel trailers, to Plumas County.
- Will, upon the Effective Date of this MOU, terminate the ground lease upon which the non-congregate sheltering units currently reside.
- Will not request the return of the above referenced non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 from Plumas County's possession any time after the Effective Date of this MOU.
- Will transfer all information related to the residents of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, CA 95947 to Plumas County, except that Cal OES shall retain a copy of the information for its own records.
- Will transfer responsibility for maintaining the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 upon the Effective Date, accepting ownership of the aforementioned site, including but not limited to, any "wrap-around" contracts or services.
- Will cease funding for the servicing of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947, utility infrastructure, 5<sup>th</sup> wheel travel trailers all-encompassing, or site maintenance.
- Will disclaim liability associated with the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 that arose related to the aforementioned non-congregate sheltering initiative upon the Effective Date.
- Will cooperate with Plumas County in the assignment of any wrap-around services contracts by executing such documents as are required to accomplish the assignment of the contracts.

Plumas County:

- Will accept ownership and operational responsibility of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 as property of Plumas County in an "as is" condition upon the Effective Date.

- Will not return the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 to Cal OES after accepting its ownership.
- Will accept and protect information related to the residents of the non-congregate initiative located at 240 Greenville Wolf Creek Road, Greenville, CA 95947 in accordance with the Information Practices Act and other applicable law.
- Will cooperate with Cal OES in the assumption of any wrap-around services contracts, which the County deems necessary, by executing such documents as are required to accomplish the assumption of the contracts.
- Will, upon the Effective Date, assume responsibility for any liability associated with the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 arising from the non-congregate sheltering. Will make the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville Ca, 95947 available as a county asset that provides shelter for the Dixie Fire survivors that resided in Plumas County.

#### **SECTION IV Points of Contact**

Plumas County and Cal OES will serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU.

Plumas County:

Gretchen Stuhr  
County Counsel, Plumas County  
[GretchenStuhr@countyofplumas.com](mailto:GretchenStuhr@countyofplumas.com)

California Governor's Office of Emergency Services:

Eli Owen  
Assistant Director, Cal OES Recovery Operations  
[Eli.Owen@CalOES.ca.gov](mailto:Eli.Owen@CalOES.ca.gov)

#### **SECTION V Availability of Personnel and Resources**

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Party.

The personnel designated by a Party for the execution of this MOU will work under the orders and responsibility of the Party and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Party and such organization or institution. Their work will not create an employer-employee relationship with another Party or any other organization or institution, so in no case will that other Party, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

## **SECTION VI** **Compliance with Applicable Laws**

All activities undertaken pursuant to this MOU, and all personnel designated by the Parties for the execution of those activities undertaken pursuant to this MOU are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Party to participate in an activity pursuant to this MOU, will not engage in any activity detrimental to this MOU.

## **SECTION VII** **Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Parties, who will endeavor in good faith to resolve such differences.

This MOU may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**FOR PLUMAS COUNTY**

**Kevin Goss**  
Chair, Plumas County Board of  
Supervisors

**FOR THE CALIFORNIA  
GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES OF THE  
STATE OF CALIFORNIA OF THE  
UNITED STATES OF AMERICA**

**Eli Owen**  
Assistant Director, Cal OES  
Recovery Operations

Approved as to form:

  
Gretchen Stuhr  
Plumas County Counsel

3/1/2022



## **BOARD OF SUPERVISORS**

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5

March 8, 2022

FEDERAL SERVICE DESK  
ATTN: SAM.GOV REGISTRATION PROCESSING  
460 INDUSTRIAL BLVD  
LONDON, KY 40741-7285

**SUBJECT:** Information Required to Activate SAM Entity Registration

### **Purpose of Letter**

The purpose of this letter is to formally appoint an Entity Administrator for the named Entity and to attest to the accuracy of the information contained in the entity registration.

### **Designation of Entity Administrator**

I, Kevin Goss, Chair, Plumas County Board of Supervisors, the below signed individual, hereby confirm that the appointed Entity Administrator is an authorized officer, agent, or representative of the Entity. This letter authorizes the appointed Entity Administrator to manage the Entity's registration record, its associated users, and their roles in the Entity, in the System for Award Management (SAM).

### **Entity Covered by this Letter**

**DUNS® Number:** 010997419

**Legal Entity Name:** County of Plumas

**Physical Address:** 520 Main Street, Room 309, Quincy, CA 95971

### **Entity Administrator Contact Information**

**Full Name:** Kevin Goss

**Phone Number:** (530) 283-6170

**Email Address:** [kevingoss@countyofplumas.com](mailto:kevingoss@countyofplumas.com)

### **Account Administration Preference (ONLY CHOOSE ONE)**

You must choose ONE of the two following statements by checking the applicable box. Remember, there is no cost to register in SAM -- it is free. However, if you choose to have a third-party agent administer your SAM registration, with or without an associated fee, you must check the Third-Party Agent Designation box below.

**Self-Administration Confirmation**

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do not authorize any third party to act on behalf of the Entity listed above. I have checked the Self-Administration Confirmation box to indicate that the designated Entity Administrator is not a third-party agent.

**Third-Party Agent Designation**

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do hereby authorize [insert full name, phone number, address, and email address of the Third-Party Agent] (Designated Third-Party Agent) to act on behalf of the Entity listed above. This authorization permits the Designated Third-Party Agent to conduct all normal, common business functions within SAM while binding the signatory to all actions conducted and representations made as a result of authorization granted herein. I have checked the Third-Party Agent Designation box and completed the above information to indicate that the designated Entity Administrator is a third-party agent.

**Attestation**

I, the below-signed, attest to the following:

- All information contained in this letter is complete and accurate.
- The designated Entity Administrator listed above has an individual SAM User Account created with the email address provided in this letter.
- The banking information provided for Electronic Funds Transfer on the Financial Information Page in the SAM.gov registration for the Entity above is correct and accurate.

Respectfully,

Kevin Goss  
Chair, Board of Supervisors  
[kevingoss@countyofplumas.com](mailto:kevingoss@countyofplumas.com)  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## Item 5D

### Greenville Historic Building Engineering Assessment Right-of-Entry Permit Cover Letter

Silman structural engineers is working with historic building owners in Greenville, California to provide structural engineering services for Greenville historic buildings, including structural engineering evaluation and reports. The attached *Right of Entry Form and Liability Waiver* from Silman is intended to allow Silman engineers to enter the property to complete their evaluation.

A local Greenville volunteer will coordinate with you on scheduling for entry to the property.

Completed forms should be returned to Tanya Komas at [tkomas@cpi-foundation.org](mailto:tkomas@cpi-foundation.org)

## Building Owner - Silman Right of Entry Form and Liability Waiver

Date: 2/23/2022

Property Owner and Tenant Name: County of Plumas Sheriff Substation

Property Address: 115 SE Ann Street, Greenville, CA 95947

Circle as applicable:  Owner Occupied  Rental Property  Other

Primary Contact Name(s): Tracey Ferguson, Planning Director

Contact Phone Number(s): 530-283-6214

Email: tracey.ferguson@countyofplumas.com

Please read the following statements and initial that you understand each item:

hst I certify by signing this agreement that I am the legal owner or tenant of the property listed above. I am the entity authorized to make decisions related to said property.

hst I understand that my signature on this agreement allows Silman personnel and/or volunteers right of entry onto my property at the address listed above.

hst I hereby release, hold harmless and indemnify Silman and each of their respective officers, directors, agents, representatives, employees, contractors, volunteers, successors, assignees, and licensees (herein the "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my participation on or in connection with the stated work, including, without limitation, my participation in this project, the entry onto my property by Silman, or the use of my property and contents thereof, or on any legal theory whatsoever (including, but not limited to, personal injury, property damage, rights of privacy and publicity, false light, or defamation) (collectively the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time.

hst I hereby acknowledge and agree that Silman may contact me by telephone or text messages at any of the phone numbers I have provided in this Building Owner Right of Entry Form in connection with my participation in Silman activities, including for marketing purposes.

Property Owner: 

Tenant Signature (if applicable): N/A

# Item 5E

**To: The Honorable Plumas County Board of Supervisors**  
**From: Plumas County Chambers and Associated Visitors Centers**  
**Date: February 7, 2022**  
**Re: LETTER OF INTENT TO FORM THE PLUMAS COUNTY CHAMBER COALITION**

This Letter of Intent serves to inform Plumas County Board of Supervisors (BOS), that the four Plumas County Chambers of Commerce: Lake Almanor Area Chamber and Visitors Center, Quincy Chamber of Commerce, Lost Sierra Chamber and Visitors Center, and Indian Valley Chamber of Commerce have come together to plan, organize and form an overarching organization henceforth known as ***The Plumas County Chamber Coalition***. The intent of this declaration is to seek and secure financial support from the BOS as part of the mid-year budget analysis (and ARPA funds) as well as on a sustainable and ongoing basis in the annual budget cycle.

## GOALS & OBJECTIVES

- o Increase the resilience of Chamber members
  - develop disaster recovery services to include a post disaster public relations campaign
- o Form a 501(c).3 organization to garner public funds, grants and donations
- o Create value for Chambers and their membership
  - Expand the use of technology and virtual presence
  - Economies of scale through shared resources
  - Sharing information and calendar of events
  - Membership in larger associations & trade and industry shows
  - Staff Development

## MEASURABLE RESULTS (ROI)

- o Provide annual statistics to assist with evaluating ROI to include:
  - Visitor Center data including:
    - membership, visitor data, sponsorship
  - Event and activity participation
  - Increased TOT, property and sales tax data

While all communities experience changes that affect their economic viability, Plumas County has had the trifecta of threat: biological, economic and environmental. This letter of intent is an effort to rebuild, transform and grow by forming the Plumas Chamber Coalition and enlisting the partnership of the County\*. In support of this effort, the Chamber Coalition requests the Plumas County Board of Supervisors allocate funds:

- A mid-year budget revision allocation in the amount of \$100,000
  - o a fast track PR campaign of \$50,000 to overcome the burn-scar image of Plumas County (in collaboration with FRTA)
- A July allocation in the amount of \$100,000 from the General Budget or ARPA Funds as part of the Fiscal Year ending on June 30, 2023.

**Resolution:**

***The Plumas County Board of Supervisors agrees to allocate funds to the Chamber Coalition as follows:***

- ***A mid-year budget revision allocation in the amount of \$100,000 from the General Fund.***
  - ***includes a fast track PR campaign of \$50,000 from the ARPA Funds to overcome the burn-scar image of Plumas County***
- ***A July 2022 allocation in the amount of \$100,000***
  - ***leading to a total allocation of \$200,000 in the annual budget***

**Lake Almanor Area Chamber of Commerce and Visitors Center**

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**Quincy Chamber of Commerce**

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**Lost Sierra Chamber of Commerce and Visitors Center**

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**Indian Valley Chamber of Commerce**

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**Plumas County Board of Supervisors**

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**Agreed to on this day of \_\_\_\_\_**

**\* ADDENDUM:**

The Chamber Coalition will partner with multiple and diverse organizations to achieve our stated goals. Below is a list of some of the agencies (not exhaustive):

**PARTNERSHIPS**

- o Plumas County Board of Supervisors
- o Feather River Tourism Association (FRTA)
- o Feather River College (FRC)
- o Sierra Buttes Trail Stewardship
- o Sierra Institute
- o Sierra Small Business Development Center (SBDC)
- o Plumas Sierra Fairgrounds
- o Cal Fire
- o Golden State Natural Resource Fund
- o Rural County Representatives of California
- o Golden State Connect Authority
- o Governor's Office of Economic Development
- o Shasta Cascade Wonderland Assoc.
- o US Forest Service
- o Governor's Office of Small Business Advocacy