



**Board of Supervisors**

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING**

**NOVEMBER 8, 2022 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, 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.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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)

### **CALL TO ORDER/ ROLL CALL**

### **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

## **1. UPDATES AND REPORTS**

### **A. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

## **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. SHERIFF'S DEPARTMENT**

- 1) Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services; effective November 1, 2022; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)

### **B. PUBLIC HEALTH AGENCY**

- 1) Approve and Authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Public Health Agency and the Plumas County Office of Education to provide school-based Health Education and Prevention Services; effective October 1, 2022; not to exceed \$10,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an agreement between Plumas County Public Health Agency and Meghan Hynes, Consultant; for services and guidance to build capacity of the Department of Public Health's Harm Reduction services; effective September 15, 2022; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)

### **C. FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services & Airports to waive the rental fee for the Quincy Parent Cooperative Organization's youth fundraiser, to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall. [View Item](#)

### **D. BEHAVIORAL HEALTH**

- 1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Site Coordinator position. [View Item](#)

### **E. SOCIAL SERVICES**

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Social Worker I/II/III Position in the Child Protective Services Program; discussion and possible action. [View Item](#)

## **3. PRESENTATION**

Save Lake Almanor - Mike Wilhoite and Wendy Durkin

## **4. DEPARTMENTAL MATTERS**

### **A. PUBLIC HEALTH AGENCY - Dana Loomis**

- 1) Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the Senior Services program in the Chester division; discussion and possible action. [View Item](#)

**B. PLANNING DEPARTMENT** - Tracey Ferguson

- 1) Approve and authorize Chair to sign letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2; discussion and possible action. [View Item](#)
- 2) Approve and authorize the Chair to sign a comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report; discussion and possible action. [View Item](#)
- 3) Approve and authorize the Chair to sign consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; discussion and possible action. [View Item](#)

**C. AUDITOR-CONTROLLER** - Martee Nieman (Graham)

- 1) Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

**D. SHERIFFS DEPARTMENT -**

- 1) Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

**E. COUNTY COUNSEL** - Gretchen Stuhr

- 1) Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action. [View Item](#)

**5. BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 6, 2022; discussion and possible action. [View Item](#)

**B. CORRESPONDENCE**

**C. INFORMATIONAL ANNOUNCEMENTS**

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 – Museum Director (Board Only)
- B. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, APN 115-053-001
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, November 29, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services; effective November 1, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

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**Recommendation**

Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services; effective November 1, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

**Background and Discussion**

The term of this MOU is 11/01/2022 - 10/31/2023. The purpose of this MOU is for specialized forensic services.

The agreement has been approved as to form by County Counsel

**Action:**

The Sheriff respectfully requests that the Board of Supervisors authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services.

**Attachments:**

1. Sheriff Butte County MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF BUTTE THROUGH THE BUTTE COUNTY SHERIFF'S OFFICE  
AND  
PLUMAS COUNTY SHERIFF'S OFFICE  
FOR  
SPECIALIZED FORENSIC SERVICES**

This Memorandum of Understanding (MOU) is by and between the **County of Butte**, a political subdivision of the State of California, through the **Butte County Sheriff's Office**, herein referred to as "BCSO," and **County of Plumas**, a political subdivision of the State of California, through the **Plumas County Sheriff's Office**, herein referred to as "PCSO".

**PURPOSE OF MOU:**

This MOU sets forth the terms upon which the BCSO, has agreed to provide specialized forensic services to PCSO.

The term of this agreement shall be one year, term shall begin November 1, 2022 and end October 31, 2023. The maximum amount payable shall be \$20,000.00. Should execution occur after November 1 2022, PCSO agrees and acknowledges all language stated in this original MOU shall apply from November 1 2022 to date of execution.

**I. SCOPE OF SERVICES:**

PCSO shall reimburse BCSO for actual costs incurred for provision of forensic services, including but not limited to; forensic pathologist fees, histology, mortuary fees, staff time, and administrative costs. Invoices shall be provided upon request. The following services are included in the cost of Forensic Autopsy Services shown in Exhibit A, attached hereto and incorporated herein by this reference and there shall be no additional costs except as indicated in Paragraph L:

- A. BCSO shall provide Forensic Autopsy Services, to include support and morgue services, Medical Record Reviews and Neuropathology Examinations for cases referred by PCSO on an "as requested" basis.
- B. BCSO shall provide licensed physicians to perform all required autopsies and other postmortem examinations Monday through Friday. The licensed physicians shall be:
  1. Board certified or Board eligible forensic pathologists, as defined by the American Board of Pathology, or
  2. Physicians that are training under the supervision of a forensic pathologist (such as a resident that is training to become a forensic pathologist).
- C. BCSO will be open for intake and initial processing of bodies twenty-four (24) hours per day, seven days per week, including holidays. BCSO's normal autopsy hours shall be 9:30 a.m. and 1:30 p.m., Monday through Friday, including all legal County Holidays.
- D. The intent is that autopsies will be performed in a timely manner
- E. BCSO will perform autopsies in special necessity cases, where an autopsy is required outside of normal working hours, upon mutual agreement between PCSO and BCSO. There shall be no additional charge for autopsies conducted after hours. The rate(s) to be charged is(are) the Specialized Forensics Services rate(s) shown in Exhibit A.
- F. BCSO shall provide PCSO with a determination as to the cause of death in each case referred by PCSO for autopsy or consultation. BCSO determinations will include supporting evidence, if needed, that may include information regarding the conduct of autopsies, gross and microscopic examination of tissues, and preparation of written reports. BCSO shall provide Medical Record Reviews and shall provide either a cause of death or a recommendation for an autopsy to be conducted. In these cases, the decedent shall not be transported to the BCSO facility, unless an autopsy is to be conducted by BCSO.

G. Pathology Reports:

1. BCSO shall be responsible for transcription and preparation of autopsy reports.
2. BCSO shall be responsible for preparing an interim report of findings, in a timely manner, sufficient to be acceptable at a preliminary judicial hearing in any case in which a defendant has been charged with a felony related to the cause of death of a decedent.
3. Autopsy reports shall be due to PCSO within ninety (90) days following the receipt of toxicology reports by BCSO.

H. Minimum expected autopsy service:

1. A report of the necropsy findings, including external examinations, internal organ description, microscopic studies, pathologic diagnosis, analysis of toxicology reports, cause of death, and other significant conditions that relate to cause of death
2. Collection of body fluids and tissue for toxicology analysis.
3. Photographs of homicides and any unusual cases.
4. Diagrams of important external findings on homicide victims.
5. Collection of evidence for the laboratory examinations.
6. Routine interpretation of x-rays.

BCSO will perform all required autopsies, gross and microscopic examination of the tissue, review of toxicological reports, as well as written reports, at the Butte County Morgue located at 1 Gillick Way, Oroville CA, 95965 unless an exception is agreed to by the parties to this Agreement.

Autopsy cases that involve highly infectious or toxic agents may be limited in scope, with concurrence of BCSO and PCSO.

- I. In addition to autopsies, the pathologists shall provide review of investigator's reports, medical reports, and toxicology results in all Coroner cases to assist in the proper determination of case disposition.
- J. BCSO shall make BCSO staff involved with a PCSO case available to testify in court or similar proceedings.
- K. BCSO shall provide the following specialized services to PCSO upon authorization from PCSO:
  1. Histology
  2. Entomology
  3. Clinical Chemistry
  4. Forensic Radiology
  5. Forensic Toxicology
  6. ANDE DNA.

PCSO shall compensate BCSO for the actual cost of such additional services deemed necessary for the proper autopsy and determination of findings in an individual case. The additional services are specialized services and not part of the Forensic Autopsy Services.

- L. If PCSO utilizes the specialized services described in Section L above, subject specimens will be collected by PCSO or its designated agents.
- M. PCSO agrees to provide transportation of decedent to and from facility designated by BCSO, along with relevant medical records and investigative reports. PCSO shall be responsible for delivering the decedent to the BCSO designated facility at least two hours prior to the scheduled autopsy.
- N. PCSO agrees to remove remains from control of BCSO within five (5) days of autopsy or alternatively reimburse BCSO fifty dollars (\$50.00) per day following the fifth day after autopsy.
- O. PCSO shall have the discretion to allow persons to be present at any postmortem examination as provided in Government Code Section 27491.4. Unless authorized by PCSO personnel, persons other than BCSO personnel shall not be present at any postmortem examination. PCSO peace officers will be allowed access to autopsies.

## **II. PROTOCOL FOR AUTOPSY REQUEST**

- A. BCSO shall provide PCSO with an "Out-of-County Autopsy Request" form, mentioned here for reference only. PCSO shall complete and email this form to [Coroner@buttecounty.net](mailto:Coroner@buttecounty.net) or fax to (530) 538-3888 prior to transport of the body to the Butte County Morgue.
- B. PCSO shall deliver all remains in a sealed body bag that is identified with, "PCSO", the decedent's name (if known), and PCSO case number.
- C. Special requests for body processing, autopsy instructions, or disposition of the body shall be made in advance and approved by the Butte County Coroner or Chief Deputy Coroner or their designee.
- D. The following forms and reports shall be submitted to BCSO, either in advance or brought with the decedent on the date of the autopsy:
  1. Coroner's Investigative Report;
  2. Agency Investigative Report (i.e. Sheriff's or Police Department);
  3. Medical records, if applicable; and
  4. Laboratory forms for toxicology referral.
- E. Evidence available for return, including toxicology samples, radiology films, decedent property, etc., may be given to PCSO following completion of the autopsy. Request for return of samples must be made by PCSO when autopsy is scheduled. BCSO will make every effort to return any remaining sample from lab once testing is complete.
- F. PCSO may take pictures of the decedent prior to the start of the internal autopsy. Upon request, agencies may be permitted to take photographs during the actual autopsy. The Forensic Pathologist will routinely take photographs of all homicide cases and rule out homicide cases. Copies of these pictures will be provided to PCSO.
- G. The decedent will be released to PCSO at the completion of the autopsy. Cases processed as homicides or rule out homicides will be held by BCSO for 24 hours after completion of the autopsy. Exceptions to this 24-hour guideline will be made on a case-by-case basis and must be approved by the Forensic Pathologist and the Butte County Coroner or Chief Deputy Coroner or their designee.
- H. PCSO will be responsible for all news media and family inquiries.

## **III. COMPENSATION**

- A. PCSO shall compensate BCSO in accordance with Exhibit A. PCSO agrees to pay BCSO, monthly, in arrears. Payment shall be made within thirty (30) days following PCSO receipt and approval of itemized invoice(s) detailing services rendered.
- B. PCSO shall compensate BCSO for the cost of additional services as stated in Scope of Work, Paragraph L. BCSO shall provide detail of those costs, and costs shall be included on the invoice for the case.
- C. Roundtrip mileage reimbursement for BCSO staff to appear at Death Scenes, Superior Court or Depositions, shall be reimbursed at the Federal mileage rate as determined by the Internal Revenue Service. Mileage shall be calculated from the point of origin to the requested location.

## **IV. INDEMNIFICATION:**

- A. Mutual Hold Harmless – The parties agree to the following:
  1. It is agreed that PCSO shall defend, save harmless and indemnify BCSO, 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 MOU and which result from the negligent acts or omissions of PCSO, its officers and/or employees.
  2. It is further agreed that BCSO shall defend, save harmless and indemnify PCSO, 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 MOU and which result from the negligent acts or omissions of BCSO, its officers and/or employees.

3. In the event of concurrent negligence of PCSO, its officers and/or employees, and BCSO, its officers and/or employees, 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 MOU shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.
  
- B. Survival. The indemnity obligations of this Agreement shall survive the expiration or termination of this Agreement.

**V. INSURANCE:**

- A. Without limiting PCSO indemnification, PCSO shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of the work hereunder by PCSO, its agents, representatives, employees, and subcontractors
- B. BCSO self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. BCSO self-insures losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance purchased through the County Supervisors Association of California-Excess Insurance Authority (CSAC-EIA). The excess policy provides coverage for losses up to twenty (20) million dollars, which BCSO is legally required to pay because of liability imposed by law or assumed by contract. A recent actuarial evaluation performed by Bickmore Risk Services found BCSO's self-insurance reserves to be adequately funded.

**VI. ALTERATION OF TERMS:**

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

**VII. NOTICES:**

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

**BCSO:**

Butte County Sheriff's Office  
Business Affairs  
5 Gillick Way  
Oroville, CA 95965  
(530) 538-6275  
SAccounting@buttecounty.net

**PCSO:**

Plumas County Sheriff's Office  
Roni Towery  
1400 E. Main Street  
Quincy, CA 95971  
530-283-6396 Fax: 530-283-6344  
Roni@pcso.net

**VIII. APPLICABLE LAW AND FORUM:**

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

## BUTTE COUNTY:

## PLUMAS COUNTY:

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Kory L. Honea  
Sheriff-Coroner

Date

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Todd Johns  
Sheriff-Coroner

Date \_\_\_\_\_

Approved as to Form  
**BUTTE COUNTY COUNSEL**

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

Reviewed for Contract Policy Compliance:

By: \_\_\_\_\_  
General Services Contracts Division

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

ATTEST:

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

Approved as to form:

 10/12/20  
Sara James  
Deputy County Counsel II

Exhibit A  
Specialized Forensic Services Fee Schedule

<b>Service Description</b>	<b>Rate</b>
Full Autopsy by Request	\$2,150 per case
Limited Autopsy	\$1,475 per case
Complex Autopsy	\$2,675 per case
External Examination	\$1,075 per case
External Examination w/Tox Review	\$1,250 per case
Medical Record Reviews	\$500 per review
Donor Consultations	Actual cost per hour (per Pathologist invoice)
Forensic Pathologist Consultation	Actual cost per hour (per Pathologist invoice)
Travel/trip (Round trip)	Actual cost (per Pathologist invoice)
Forensic Fingerprinting Services	\$17 per submission
Forensic Identification (ANDE DNA)	\$424 per sample
Specialized Services (Toxicology, Entomology, Forensic Anthropology, Forensic Odontology, Histology)	Actual cost(s)
Transport of remains or forensic samples for testing purposes-Mileage	Current IRS mileage rate
Transport of remains or forensic samples for testing purposes-Staff Time	Current hourly rate for Deputy (\$129.75/hour) or Coroner's Investigator (\$60.69/hour) or Morgue Technician (\$44.75/hour)



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Administrator Assistant II

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and Authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Public Health Agency and the Plumas County Office of Education to provide school-based Health Education and Prevention Services; effective October 1, 2022; not to exceed \$10,000.00; approved as to form by County Counsel.

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**Recommendation**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a Memorandum of Understanding with Plumas County Office of Education in the amount not to exceed \$10,000.00.

**Background and Discussion**

This Memorandum of Understanding is for the purpose of implementing SNAP-ED approved curriculum. PCOE will provide thirty-minute nutrition/garden sessions to a minimum of 350 unduplicated youth at Indian Valley Elementary, Quincy Elementary, C Roy Carmichael and Chester Elementary school sites. The term of this MOU is for October 1, 2022 through September 30, 2023.

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

**Fiscal Impact:**

There is no fiscal impact to the General Fund as this contract is fully funded through the various programs in Public Health.

**Action:**

Approve and Authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Public Health Agency and the Plumas County Office of Education to provide school-based Health Education and Prevention Services.

**Attachments:**

1. 22-362\_SNAP2223PCOE\_MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PLUMAS COUNTY OFFICE OF EDUCATION (PCOE)  
AND PLUMAS COUNTY PUBLIC HEALTH AGENCY (PCPHA)  
TO PROVIDE SCHOOL BASED HEALTH EDUCATION AND PREVENTION SERVICES**

This Memorandum of Understanding (MOU) between Plumas County Office of Education (PCOE) and Plumas County Public Health Agency (PCPHA) is for the purpose of implementing SNAP-ED approved curriculum as described below.

1. Term of Agreement: The term of this MOU commences October 1, 2022, and shall remain in effect through September 30, 2023, unless terminated earlier by either party by giving a 30-day written notice to the other party.
2. PCOE agrees to have a garden educator at each elementary school site who will:
  - a. PCOE will provide thirty-minute nutrition/garden sessions to a **minimum of 350 unduplicated youth** at Indian Valley Elementary, Quincy Elementary, C Roy Carmichael and Chester Elementary school sites as follows:
    - Weekly sessions to kindergarten and first grade students.
    - Monthly sessions to second through sixth graders.Curriculum will be SNAP-Ed approved (such as Grow It, Try It, Like It or Growing Healthy Habits, Learn, Grow, Eat and Go) and will be taught with fidelity.
  - b. PCOE will implement post-tests at the end of the year based on the approved SNAP-ED approved curriculum.
  - c. Bi-Annually PCOE will provide PCPHA with documentation of each nutrition/garden education session provided, including dates & times lessons/curriculum taught, teachers and classroom numbers.
  - d. The garden educator will be the sole employee of PCOE.
3. Indemnification and Insurance
  - a. 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 PCOE 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 PCOE 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. PCOE 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.

4. Insurance. PCOE 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).
5. Workers Compensation insurance in accordance with California state law. Relationship of Parties. It is understood that PCOE is not acting hereunder as an employee of the County, but solely as an independent contractor. PCOE, 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 PCOE and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
6. Invoicing and Payment:
  - a. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate PCOE in the amount not to exceed Ten Thousand Dollars (\$10,000.00).
  - b. Invoice(s) Shall:
    - 1) Bear PCOE's name, exactly as shown on the Agreement.
    - 2) Bear PCOE's Agreement Number.
    - 3) Identify the expense, billing and/or performance period covered on invoice

Invoice	Description	Invoice Due
#1	October 1 <sup>st</sup> - December 31 <sup>st</sup>	January 15 <sup>th</sup>
#2	January 1 <sup>st</sup> - March 31 <sup>st</sup>	April 15 <sup>th</sup>
#3	April 1 <sup>st</sup> - June 30 <sup>th</sup>	July 15 <sup>th</sup>
#4	July 1 <sup>st</sup> - September 30 <sup>th</sup>	October 15 <sup>th</sup>

7. Reporting and Performance Requirements: PCOE shall submit to PCPHA the following reports and other performance requirements in a form and manner specified in accordance with the following schedule.
  - a. Monthly Session Logs provided to PCPHA no later than December 31, 2022, and June 30, 2023.
  - b. Post-tests taken by the students by June 5, 2023 and provided to PCPHA no later than June 30, 2023.
  - c. Qualitative written report by the garden educator provided to PCPHA no later than June 30, 2023

d. Pre/Post-tests provided by PCPHA

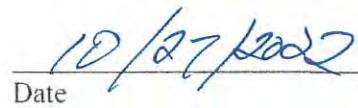
8. Confidentiality of Records: PCOE and PCPHA recognize that records relative to students, maintained by them respectively, are confidential pursuant to related provisions of federal and state law.

9. Ukraine Sanctions. Pursuant to Executive Order N-6-22 PCOE is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

In witness hereof, the parties hereto have caused this MOU to be duly executed.

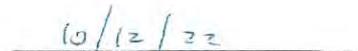
**PLUMAS COUNTY OFFICE OF EDUCATION**

  
William Roderick, Superintendent

  
Date

**COUNTY OF PLUMAS**

  
Dana Loomis, Director  
Plumas County Public Health Agency

  
Date

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

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Heidi White  
Clerk of the Board

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Sara James  
Deputy County Counsel II

Date: 10/12/2022



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Administrator Assistant II

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Chair to sign an agreement between Plumas County Public Health Agency and Meghan Hynes, Consultant; for services and guidance to build capacity of the Department of Public Health's Harm Reduction services; effective September 15, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

---

**Recommendation**

Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Meghan Hynes. Consultant will provide services and guidance to build the capacity of Public Health's Harm Reduction services, as approved to form by County Counsel.

**Background and Discussion**

This contract with Meghan Hynes will provide services and guidance around strategic planning, contract administration, staff training and program capacity-building, data collection and evaluation, and program management coaching strengthening our Harm Reduction services.

This contract runs September 15, 2022 through February 15, 2023.

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

**Fiscal Impact:**

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

**Action:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Meghan Hynes in the amount of \$20,000.00.

**Attachments:**

1. 22-582\_HR2223HYNES\_Agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Health Agency (hereinafter referred to as "County"), and Meghan Hynes, a Sole Proprietor, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from September 15, 2022 through February 15, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from September 15, 2022 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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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CONTRACTOR INITIALS MH

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

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- 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

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

CONTRACTOR INITIALS 

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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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. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Katherine Manganaro/official

Contractor:

Meghan Hynes  
6435 Crescent Street  
Los Angeles, CA 90042  
Attention: Meghan Hynes/official

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the

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

CONTRACTOR INITIALS 

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

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

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

**CONTRACTOR:**

Meghan Hynes, a Sole Proprietor

By: Meghan Hynes

Meghan Hynes

Consultant

Date signed: 10/21/2022

**COUNTY:**

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

By: 

Dana Loomis

Director

Date signed: 10/26/22

By: 

Kevin Goss

Chair, Board of Supervisors

Date signed:

ATTEST

By: 

Heidi White, Clerk of the Board

**APPROVED AS TO FORM:**

  
Sara James

Deputy Plumas County Counsel

Date Signed: 10/24/2022

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

**EXHIBIT A****Scope of Work/Fee Schedule****Plumas County Harm Reduction Program Support Project**

The purpose of this project is to build capacity of Plumas County Public Health Agency's harm reduction services by providing instruction and support while the program undergoes a leadership transition. Specifically, the consultant will provide services and guidance around strategic planning, contract administration, staff training and program capacity-building, data collection and evaluation, and program management coaching.

**Scope of Work**

<b>1. Strategic Planning and Quality Improvement Plan Support</b>	<b>Cost</b>	<b>\$5,000</b>
<ul style="list-style-type: none"> <li>• Review existing logic model and evaluate workflow</li> <li>• Facilitate a Theory of Change (TOC) process and use identified activities, along with public health surveillance data, to identify program priorities</li> <li>• Use TOC to revise program objectives, activities, and workflow</li> <li>• Use a Results-Based-Accountability (RBA) evaluation framework to formulate written quality improvement plan</li> <li>• Create RBA-based Excel tool to data collection system to record, and manage quality improvement measures.</li> </ul>		
<b>2. Data collection support</b>	<b>Cost</b>	<b>\$4,000</b>
<ul style="list-style-type: none"> <li>• Identify program objectives in accordance with contract agreements and new TOC</li> <li>• Review current data collection tools and storage system</li> <li>• Revise and/or create new data collection tools using staff input</li> <li>• Create virtual data storage and analysis system/make revisions to existing system</li> </ul>		
<b>3. Contract Administration Support</b>	<b>Cost</b>	<b>\$4,000</b>
<ul style="list-style-type: none"> <li>• Review existing contract agreements and create a written summary of funding sources and associated deliverables</li> <li>• Work with program manager to assess current program activities, ensure compliance with funder objectives, and suggest operational changes to comply with funder objectives</li> <li>• Create/revise tools for budget management</li> <li>• Provide guidance on inventory management and budget spend down</li> <li>• Work with program manager to assess financial sustainability and provide recommendations</li> <li>• Produce progress reports and lead development of proposals if/as funding opportunities arise</li> <li>• Lead budget amendment process when necessary</li> <li>• Provide instruction and examples of effective proposal-writing</li> </ul>		

<b>4. Training and Capacity Building</b>	
<ul style="list-style-type: none"> <li>Conduct needs assessment to identify staff training needs</li> <li>Use principles of adult learning and instructional design to develop learning objectives</li> <li>Lead curriculum development and deliver necessary training for program staff. Examples include harm reduction principles, de-escalation skills, motivational interviewing, handling of bloodborne pathogens, HIV/HCV/STI essentials, overdose prevention and response, training of new Overdose Education and Naloxone Distribution (OEND) trainers, etc.</li> <li>Organize and maintain electronic storage of training materials</li> </ul>	
Cost	\$4,000
<b>5. Management Coaching</b>	
<ul style="list-style-type: none"> <li>Provide guidance and oversight for overall operations and direction of program throughout transition of program leadership</li> <li>Build administrative capacity by engaging program leadership in all aforementioned activities (in accordance with their need and availability) and identify other professional development needs</li> </ul>	
Cost	\$3,000
<b>Total Project Cost</b>	
\$20,000	

       COUNTY INITIALS



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** JD Moore, Director of Facility Services

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Director of Facility Services & Airports to waive the rental fee for the Quincy Parent Cooperative Organization's youth fundraiser, to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall.

---

**Recommendation**

Approve and Authorize the Director of Facility Services & Airports to waive the rental fee for the Quincy Parent Cooperative Organization's youth fundraiser.

**Background and Discussion**

Lisa Tanner, on behalf of the Quincy Parent Cooperative Organization, has respectfully requested to waive the rental fee for a youth fundraiser to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall. The Quincy Parent Cooperative Organization is a non-profit organization that raises money for our local, public Elementary school in Quincy.

After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

**Action:**

Approve and authorize the Director of Facility Services & Airports to waive the rental fee for the Quincy Parent Cooperative Organization's youth fundraiser, to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall.

**Attachments:**

1. Quincy Parent Cooperative Org.

Quincy Parent Cooperative Organization  
175 N Mill Creek Rd \* 246 Alder St  
Quincy CA 95971

October 28, 2022

To whom it may concern at the Vets Hall,

We are the Quincy Parent Cooperative Organization (PCO), a nonprofit organization that raises money for our local public elementary school in Quincy.

Last year we held our annual Turkey Bingo night in the Veteran's Hall and it was a wonderful success! We had an overwhelming consensus that it was the best location where it had ever been held.

We are hoping to be able to use your hall again on November 18<sup>th</sup> and respectfully request the fees to be waived as we are a nonprofit group. The event would be from 6-8, though we would like to have some time to set up beforehand. We are thinking we would need it from 4-9pm. We plan to sell very easy food that does not require the use of your main kitchen. We will have baked goods and turkeys that people can win through a bingo game. It should be another fun year for this popular event.

Please let me know if you have any questions. Thank you for your time and consideration,

Lisa Tanner, PCO President

406-925-3398

And

Britt Steward, PCO Secretary

530.575.8085



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Sharon Sousa, Acting Behavioral Health Director

**MEETING DATE:** November 8, 2022

**SUBJECT:** Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Site Coordinator position.

---

**Recommendation**

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Site Coordinator in Department 70571.

**Background and Discussion**

The Behavioral Health Department is requesting approval to fill the allocated and funded, 1.0 FTE Behavioral Health Site Coordinator position. The position is fully funded and allocated in Department 70571 in the 2022-2023 budget.

This position would be filled without the use of any additional General Fund monies.

**Action:**

The Behavioral Health Department respectfully requests authorization to recruit and fill 1.0 FTE Behavioral Health Site Coordinator in Department 70571.

**Attachments:**

1. BH SITE COORDINATOR
2. BH CRITICAL STAFFING QUESTIONNAIRE Site Coordinator 11-8-22
3. BH Org Chart 102022

## **BEHAVIORAL HEALTH SITE COORDINATOR**

### **DEFINITION**

Under general direction to coordinate all Behavioral Health, PCIRC and other agency services delivered from a Regional Resource Center, Behavioral Health Office Site or Drop in Center including administrative support functions and as the primary face of Behavioral Health to the public; to perform a variety of office and administrative support assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

The Behavioral Health Site Coordinator acts as administrative support and operations coordinator, assuring compliance with various state and federal laws and billing requirements in order to maximize the allowable revenues for the Behavioral Health Department and interact with outside vendors, agencies, and internal professional staff to accomplish that goal. Acts as the "face" of the agency to clients and the general public in Plumas County's outlying areas.

### **REPORTS TO**

Behavioral Health Supervising Site Coordinator, or Behavioral Health Administrative Services Officer

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Behavioral Health Administrative Assistant I/II and other specialized office support classifications as required.

### **EXAMPLES OF DUTIES:**

- Recommends, develops, and assists with the implementation of office and administrative support goals and objectives.
- Helps plan, organize, and direct the Behavioral Health Department's office and administrative support functions.
- Provides coordination and support for clinical employees in the regional office.
- Assists staff in problem solving.
- Establishes office schedules and assists staff.
- Assists with purchasing and inventory of office supplies and equipment.
- Coordinates staff meetings for logistical and administrative issues as to site.
- Performs related duties as assigned.

## **BEHAVIORAL HEALTH SITE COORDINATOR – 2**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; occasionally works outside; some variations in temperature and humidity; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Modern office methods, procedures, and equipment and business writing.
- Practices and terminology used in clerical, accounting, and in a medical setting.
- Computerized patient information systems.
- Methods, practices, principles, theory, and terminology used in bookkeeping, financial books of account and statistical recordkeeping.

#### **Ability to:**

- Plan and organize the logistics of the Behavioral Health site and clerical staff.
- Interpret department rules and regulations for patients, staff and others.
- Read and interpret patient charts.
- Use standard medical office equipment including electronic health record system.
- Apply basic bookkeeping principles.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance or supervision.
- Ability to analyze situations accurately and adopt effective courses of action in emergencies.
- Deal effectively and tactfully with the public, staff, and other community members.
- Ability to learn new laws, regulations, and procedures pertaining to mental health and substance use case records and reports.
- Work cooperatively with other departments and outside agencies.

## **BEHAVIORAL HEALTH SITE COORDINATOR – 3**

### **TRAINING AND EXPERIENCE**

Minimum qualifications needed for this position:

One (1) year of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting

AND

One (1) year of experience in a supervisory capacity.

### **SPECIAL REQUIREMENTS**

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

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 22-23 BUDGET

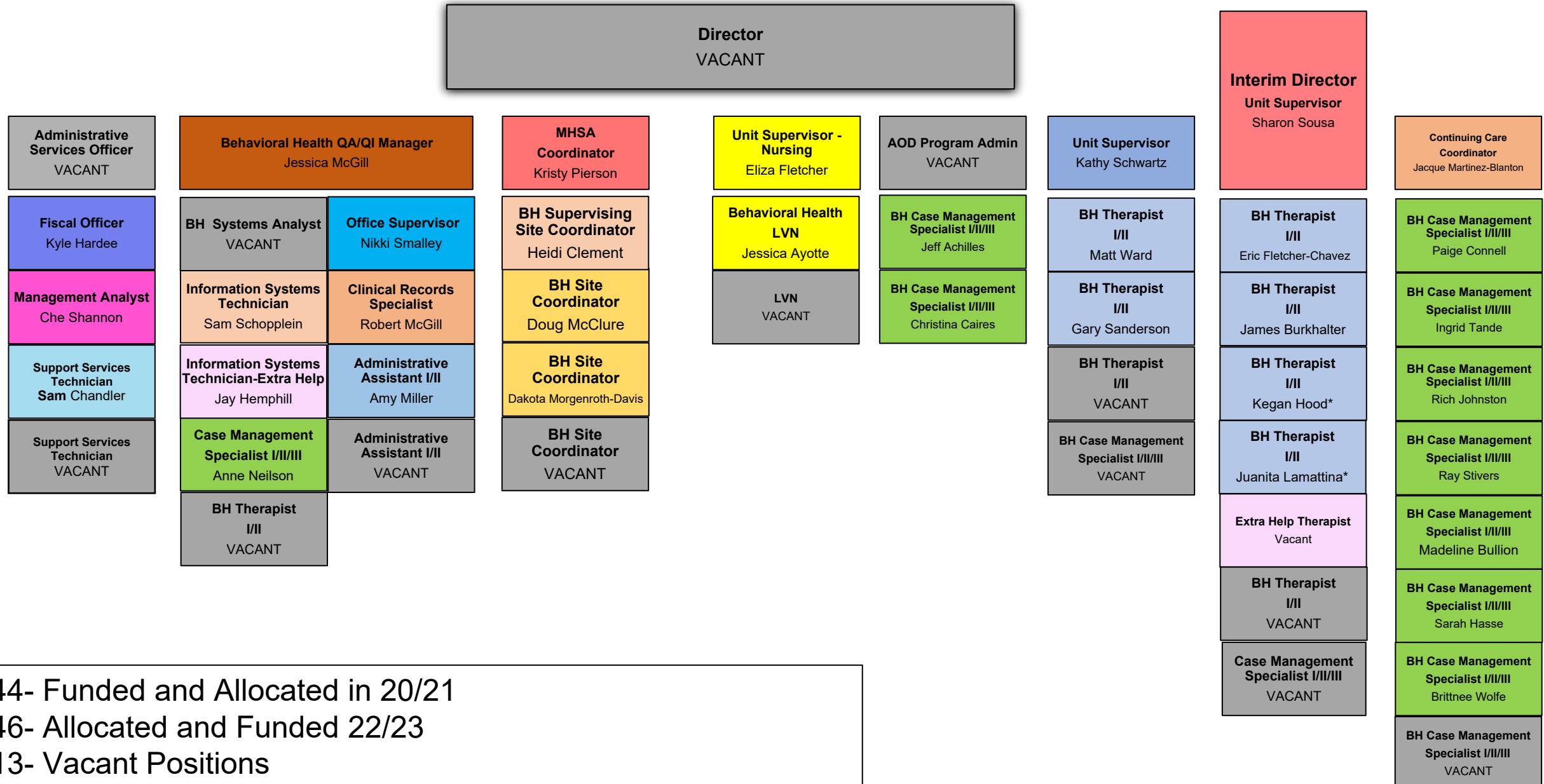
**1.0 FTE Behavioral Health Site Coordinator**

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Behavioral Health Site Coordinator position is a legitimate business justification due to the oversight necessary to manage and oversee the activities within the Behavioral Health Department Wellness Centers.**
- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, working closely with community partners and local vendors, behavioral health clients and staff, performing outreach activities and running the day to day Wellness Center operations and peer activities performed at the site.**
- How long has the position been vacant? **The Quincy Site Coordinator became necessary with the relocation of the Drop in Center to a new office on Main St in downtown Quincy. The Wellness Center will have Peer help to run the Center, but will still need a full time Site Coordinator.**
- Can the department use other wages until the next budget cycle? **Other wages are being used currently, but the demands of running a Wellness Center is greater than the 29- hours an Extra Help employee can provide.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Site Coordinators.**
- What core function will be impacted without filling the position prior to July 1? **Without a Site Coordinator to run the Wellness Center operations, the Wellness Center would be without employee coverage. Reduction of hours the Center is open would impact the community and the clients as well as the billing of the Center.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue due to the client's ability to access the Center for Crisis intervention and groups. This would reduce the Medi-Cal reimbursement of funding to the department.**

- 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? **No impact is expected as funding is secure and ongoing.**
- 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 General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. Some reserves have been used in the past 3 budget years and financial reductions are currently a priority for sustainability.**

# Plumas County Behavioral Health Department

## October 2022



Unit Supervisor  
SMI  
Vacant- In Budget



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Neal Caiazzo, Director of Social Services

**MEETING DATE:** November 8, 2022

**SUBJECT:** Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Social Worker I/II/III Position in the Child Protective Services Program; discussion and possible action.

---

**Recommendation**

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

**Background and Discussion**

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position will become vacant on November 11, 2022 when the incumbent leaves County service. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of abused or neglected children. This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

**Action:**

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

**Attachments:**

1. SS - Position Classification
2. SS - QUESTIONS FOR REVIEW TO FILL POSITION (1)
3. PCDSS Organizational Chart 2022 (1)

**Position Classification:** Social Worker I/II/III

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbent also performs case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically significant amounts of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

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

### Position: Social Worker – Child Protective Services

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

**Answer: Yes. Child Protective Services is a state mandated program.**

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

**Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.**

- How long has the position been vacant?

**Answer: This position became vacant on November 11, 2022 due to the resignation of the prior incumbent.**

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

**Answer: No.**

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

**Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.**

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

**Answer: Children may not be protected from abuse leading to potential tragic circumstances.**

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

**Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.**

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

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.**

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

**Answer: No.**

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

**Answer: No.**

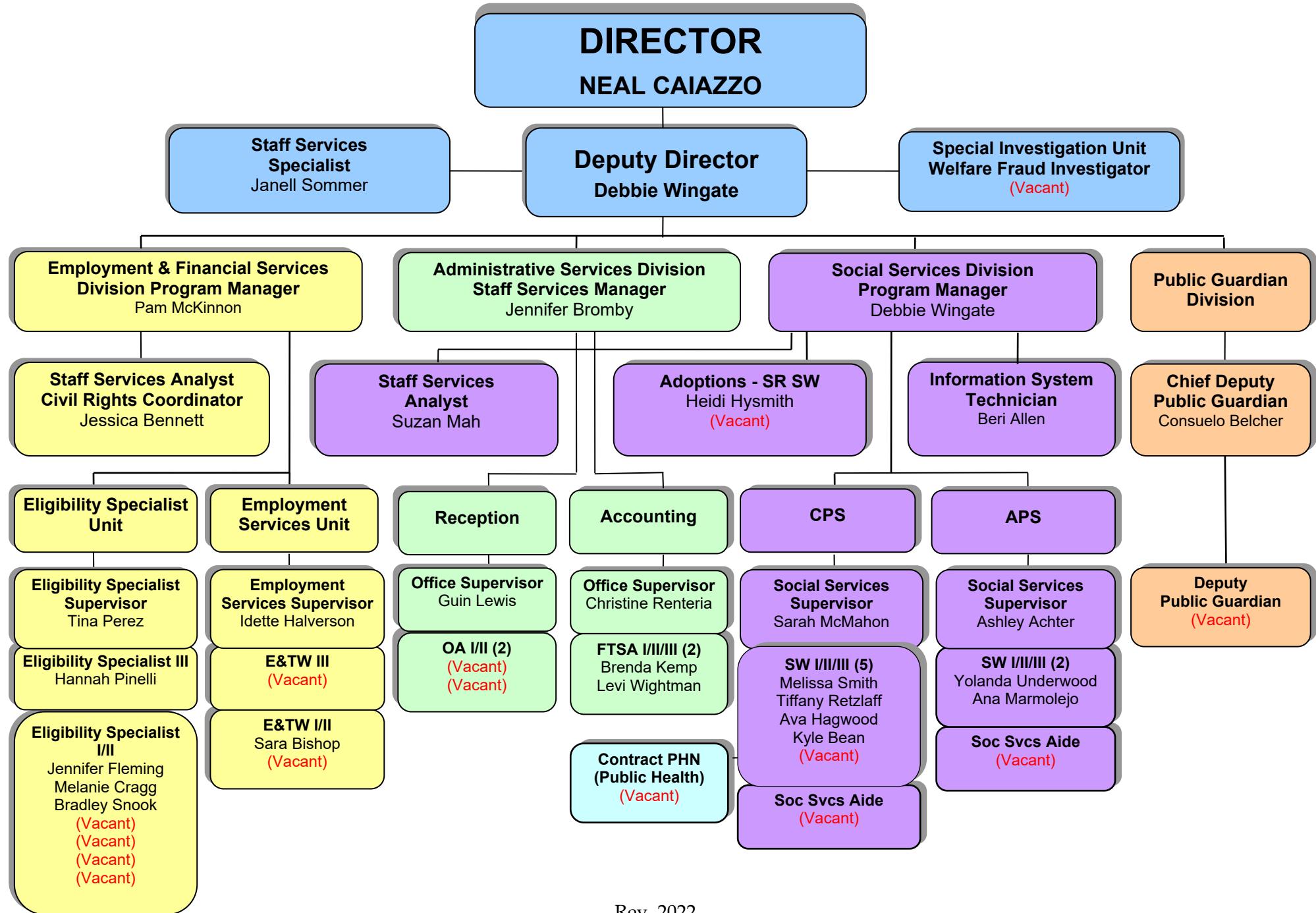
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Administrator Assistant II

**MEETING DATE:** November 8, 2022

**SUBJECT:** Adopt RESOLUTION to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position; discussion and possible action. Roll call vote

---

**Recommendation**

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

**Background and Discussion**

As the Board is aware, Plumas County Public Health Agency is required to provide a variety of services, many state-mandated. With the increase in services required by both the State and the needs of the citizens of Plumas County, the staff of Public Health has taken on more responsibility in order to meet the deliverables of other essential service programs.

At the same time, increased State Funding has become available to allow the Public Health Agency to convert extra help staff to full-time, permanent staff.

The Department is proposing to add 0.5 FTE to the already existing 0.5 Fte Physician Assistant/Nurse Practitioner position, thereby increasing its overall allocation for this position to 1.0 FTE. This position will perform activities in support of the CMS Local Indigent Needs program and also in support of the Emergency Preparedness Office. This position will facilitate the project activities and timeline, complete grant reporting requirements, and coordinate meetings with key partner organizations.

**Fiscal Impact:**

There is no fiscal impact to the General Fund as these positions will be funded through the Programs in Public Health. This position will be funded by the Future of Public Health (FoPH) program, a long-term funding source from the State of California that is expected to last for the foreseeable future.

**Action:**

Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/ Nurse Practitioner position in Budget 70560 and authorize Human Resources to recruit and fill the position.

**Attachments:**

1. Resolution to Amend Fiscal YR 22-23

**RESOLUTION TO AMEND FISCAL YEAR 2022-2023 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

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

**WHEREAS**, during the Fiscal Year needs may arise to amend the Position Allocation; and

**WHEREAS**, these positions are necessary for Public Health's coordination of services throughout the County; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2022-2023 Position Allocation adding a 0.5 FTE to the Physician Assistant/Nurse Practitioner; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2022-2023 to reflect the following:

<b>Budget Unit 70560</b>	<b>Current FTE</b>	<b>Change</b>	<b>New FTE</b>
Physician Assistant or	0.50	+0.50	
Nurse Practitioner			1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 8<sup>th</sup> day of November 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk, Board of Supervisors



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Audrey Rice, Administrator Assistant II  
**MEETING DATE:** November 8, 2022  
**SUBJECT:** Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the Senior Services program in the Chester division; discussion and possible action.

---

**Recommendation**

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) Extra-Help Driver position at the Chester site for the Senior Services program.

**Background and Discussion**

There is a need to hire one extra-help driver for the Chester site. The extra-help driver is needed due to the resignation of the current extra-help driver.

The Department is requesting to fill this vacancy.

**Fiscal Impact:**

These positions are able to be funded as allocated in the FY 22/23 Public Health budget that was adopted on September 27, 2022.

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

**Action:**

Authorization for the Department of Public Health to fill one (1) Extra-Help Driver position in the Chester Division.

**Attachments:**

1. Critical Staffing Request Driver 10 3 22
2. Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Extra-help Driver / Public Health Agency**

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

**This position is critical to provide transportation for seniors who require help in going from one location to another.**

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

**The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers comfort. Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization. Any reductions to Senior Services impact older members of our communities far more than they would other county departments**

- How long has the position been vacant?

**N/A – Extra Help**

- Can the department use other wages until the next budget cycle?

**The department's wage and benefits portion of the 22/23 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. 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?      All functions of the Senior Transportation Services in Greenville

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**

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

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

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

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

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

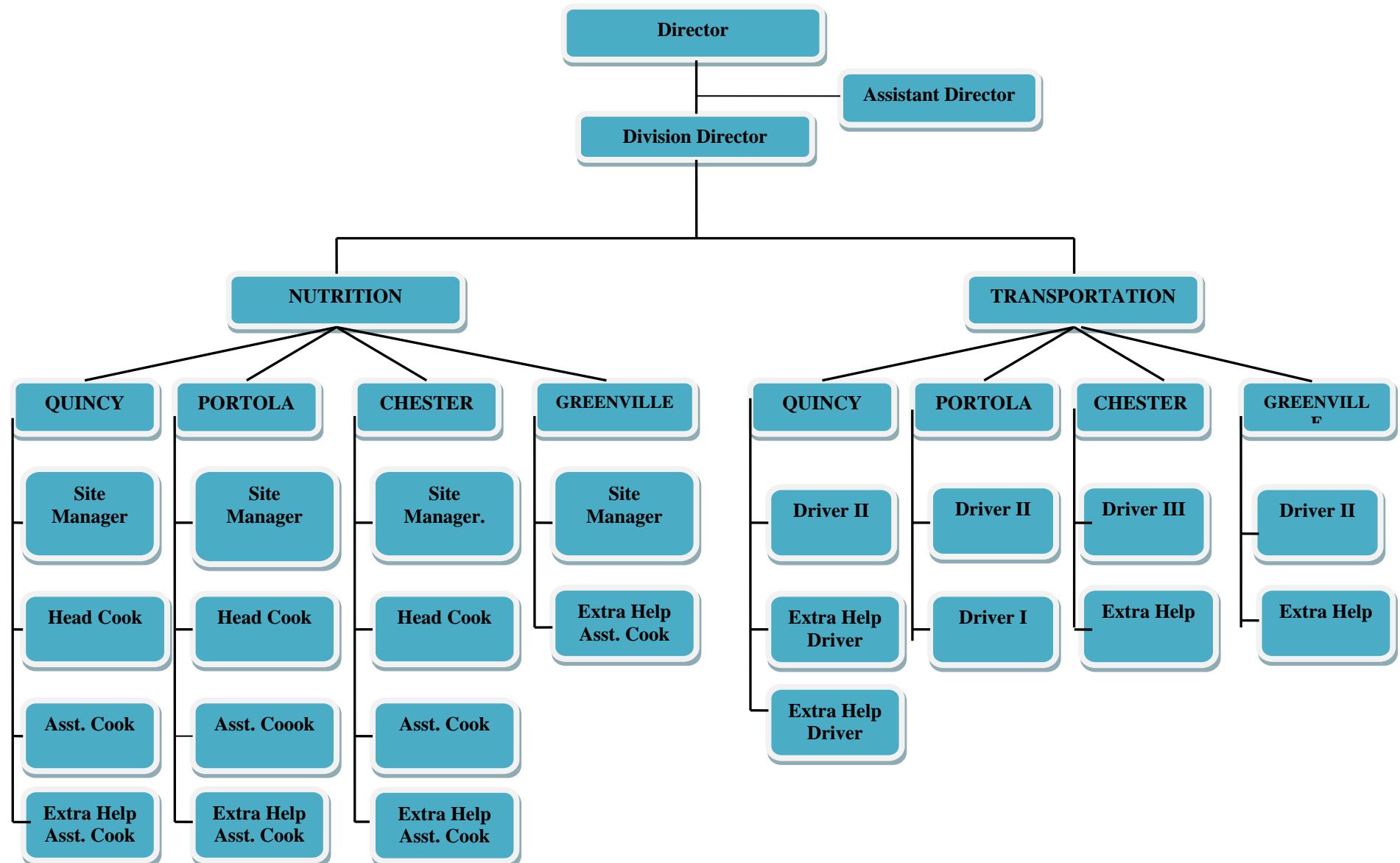
FY 18/19 = \$0

FY19/20 = \$0

FY20/21 = \$0

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize Chair to sign letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SGM) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2; discussion and possible action

---

**Recommendation**

Approve and authorize Chair to sign letter of support

**Background and Discussion**

The Budget Act of 2021 (through Senate Bill 170) provided \$180 million in General Funds for Sustainable Groundwater management Act (SGMA) Implementation projects. Of the \$180 million in General Funds, \$171 million was available for grant awards after program administration costs. The Sustainable Groundwater Management (SGM) Grant Program's SGMA Implementation Round 2 solicitation opened October 4, 2022. Round 2 will provide over \$200 million from the General Fund and Proposition 68 to Groundwater Sustainability Agencies (GSAs) and other responsible entities under SGMA to promote healthy and sustainable groundwater basins, to reduce and eliminate undesirable effects, and to promote projects that provide multiple benefits while also improving groundwater supply and quality. Eligible California groundwater basins include those such as the Sierra Valley Groundwater Subbasin (DWR Basin #5-12.01) located within a medium priority groundwater basin. The Round 2 grant is due to DWR on November 30, 2022.

The Sierra Valley Groundwater Management District (SVGMD) is applying for Round 2 funding and is seeking letters of support. Plumas is a partner to the SVGMD as a GSA for the Sierra Valley Groundwater Subbasin. The Round 2 SGMA Implementation grant application is to implement the January 2022 adopted Sierra Valley Groundwater Sustainability Plan (GSP). Identified projects by the SVGMD for the Round 2 funding focus on priority GSP implementation project and management actions including groundwater recharge, watershed management, improvements to irrigation efficiency, and filling critical data gaps required to adequately manage local water resources. The intended outcomes of the implementation grant project components, which includes stakeholder outreach, will create viability for Sierra Valley in achieving GSP goals. Delivering critical knowledge and generating data for Sierra Valley will improve the ability to respond to current and future drought scenarios while implementing projects to achieve demonstrated groundwater sustainability by 2042.

**Action:**

Approve and authorize Chair to sign letter of support to the SVGMD for the grant application to DWR for the SGMA Grant Program's SGMA Implementation Round 2

**Attachments:**

1. Plumas BOS\_Letter of Support\_SVGMD\_DWR SGMA Imp Grant Round 2\_11.8.22

# 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



November 8, 2022

California Department of Water Resources (DWR)  
Division of Regional Assistance  
DWR Headquarters  
P.O. Box 942836  
Sacramento, CA 94236-0001

**RE: PLUMAS COUNTY LETTER OF SUPPORT FOR THE SIERRA VALLEY  
GROUNDWATER MANAGEMENT DISTRICT (SVGMD) GRANT APPLICATION TO  
DWR FOR THE SUSTAINABLE GROUNDWATER MANAGEMENT (SMG) GRANT  
PROGRAM'S SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)  
IMPLEMENTATION ROUND 2**

Dear DWR Directors and Division of Regional Assistance,

The Plumas County Board of Supervisors understands the Budget Act of 2021 (through Senate Bill 170) provided funding for SGMA implementation projects and the SGM Grant Program's SGMA Implementation Round 2 solicitation is open and will provide over \$200 million from the General Fund and Proposition 68 to Groundwater Sustainability Agencies (GSAs) and other responsible entities under SGMA to promote healthy and sustainable groundwater basins, to reduce and eliminate undesirable effects, and to promote projects that provide multiple benefits while also improving groundwater supply and quality. Eligible California groundwater basins include those such as the Sierra Valley Groundwater Subbasin (DWR Basin #5-12.01) located within a medium priority groundwater basin.

Plumas is a partner to the SVGMD as a GSA for the Sierra Valley Groundwater Subbasin and is in full support of the Round 2 SGMA Implementation grant application to implement the January 2022 adopted Sierra Valley Groundwater Sustainability Plan (GSP). Identified projects for the Round 2 funding focus on priority GSP implementation project and management actions including groundwater recharge, watershed management, improvements to irrigation efficiency, and filling critical data gaps required to adequately manage local water resources.

The intended outcomes of the implementation grant project components, which includes stakeholder outreach, are of great interest to Plumas County and the Sierra Valley community and will create viability for Sierra Valley in achieving GSP goals. Delivering critical knowledge and generating data for Sierra Valley will improve the ability to respond to current and future drought scenarios while implementing projects to achieve demonstrated groundwater sustainability by 2042.

The Board of Supervisors sees great value in the Sierra Valley GSP projects and efforts defined in the implementation grant proposal and encourages DWR to fund the SVGMD with a Round 2 award.

Sincerely,

Kevin Goss, Chair  
Plumas County Board of Supervisors



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Chair to sign a comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report; discussion and possible action

---

**Recommendation**

Approve and authorize Chair to sign comment letter

**Background and Discussion**

On November 18, 2020, Pacific Gas and Electric Company (PG&E), licensee for the Rock Creek-Cresta Hydroelectric Project (FERC No. 1962), filed a request with the Federal Energy Regulatory Commission (FERC) for an extension of time to file its Water Temperature Report, also known as the Additional Reasonable Water Temperature Control Measures Report (Report). This Report is required by ordering paragraph (D) of the Order Modifying and Approving Water Temperature Monitoring Plan under Article 401, and Appendix Condition 4.D of the Order Approving Settlement and Issuing New License for the Rock Creek-Cresta Project.

The purpose of the Report is to evaluate whether mean daily temperatures of 20°C or less have been and will be achieved in the Rock Creek and Cresta reaches, and if not, whether additional reasonable control measures are available. The Report is to include recommendations for the implementation of any such measures.

Plumas, as a consulting member of the Rock Creek-Cresta (RCC) Ecological Resources Committee (ERC), beginning in early 2021, has participated in numerous RCC ERC meetings to discuss PG&E's Plan and schedule to prepare the draft report. All the while, PG&E has continued to implement the Interim Temperature Control Measures Plan (April 30, 2012), and will do so, until such time, the final Report is completed and filed with FERC, which is scheduled to occur by December 31, 2022.

On October 17, 2022, PG&E released the draft License Condition No. 4.D Report for review. The draft report is attached to this staff report. In addition, the draft Report appendices (A through E) can be found and downloaded on the Planning Department's website for public viewing at:

<https://www.plumascounty.us/89/Planning-Department>

The Plumas County Board of Supervisors draft comment letter is attached to this staff report for public review and comment.

All comments on the draft Report are due to PG&E by November 15, 2022.

**Action:**

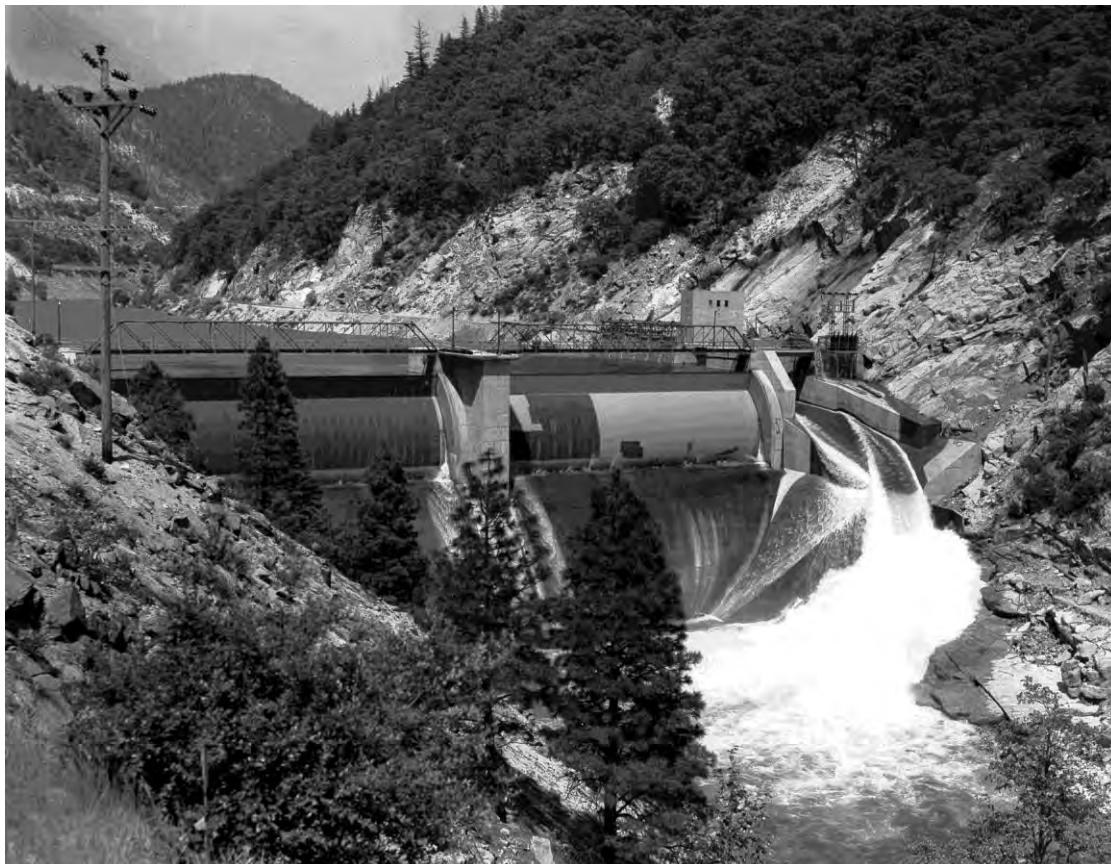
Approve and authorize Chair to sign comment letter to PG&E concerning the Rock Creek-Cresta Project License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report

**Attachments:**

1. PGE 2022 Cond No 4.D Report\_DRAFT Oct 2022
2. PlumasBOS\_CommentLetter\_2022 Cond No 4.D Report\_11.8.22

# Additional Reasonable Water Temperature Control Measures Report

Rock Creek-Cresta Project, FERC No. 1962  
License Condition No. 4.D



**DRAFT**

**October 2022**



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## APPENDICES

Appendix A	Federal Energy Regulatory Commission Order Approving Water Temperature Report Plan and Schedule
Appendix B	North Fork Feather River Study Data and Informational Report on Water Temperature Monitoring and Additional Reasonable Water Temperature Control Measures, Amended 2005
Appendix C	State Water Resources Control Board Analysis of Temperature Control Alternatives for the North Fork Feather River
	<i>Appendix C1 Level 1 and 2 Report</i>
	<i>Appendix C2 Level 3 Report</i>
	<i>Appendix C3 2012 Supplemental Study</i>
	<i>Appendix C4 2016 Supplemental Study</i>
Appendix D	Summary of State Water Resources Control Board Evaluations
Appendix E	Evaluation of Interim Water Temperature Control Measures

## ACRONYM LIST

Abbreviation	Definition
°C	degrees Celsius
2005 Informational Report	<i>North Fork Feather River Study Data and Informational Report on Water Temperature Monitoring and Additional Reasonable Water Temperature Control Measures (PG&amp;E 2005a)</i>
4.D Report	<i>Additional Reasonable Control Measures Report</i>
Bucks Creek Project	Bucks Creek Hydroelectric Project, FERC No. 619
cfs	cubic feet per second
EIR	environmental impact report
EIS	environmental impact statement
ERC	Ecological Resources Committee
FERC	Federal Energy Regulatory Commission
Forest Service	U.S. Department of Agriculture, Forest Service
Fund	Coldwater Habitat and Fishery Mitigation and Enhancement Fund
IWTCM	interim water temperature control measures
Licensee	Pacific Gas and Electric Company
LLO	low-level outlet
MIFs	minimum instream flows
NFFR	North Fork Feather River
NGVD	National Geodetic Vertical Datum
PG&E	Pacific Gas and Electric Company
Poe Project	Poe Hydroelectric Project, FERC No. 2107
RCC Project	Rock Creek-Cresta Hydroelectric Project, FERC No. 1962
RCC Project License	License (issued October 24, 2001) for the Rock Creek-Cresta Hydroelectric Project, FERC No. 1962
SA	<i>Rock Creek-Cresta Relicensing Settlement Agreement</i>
SWRCB	State Water Resources Control Board
UNFFR	Upper North Fork Feather River
UNFFR Project	Upper North Fork Feather River Hydroelectric Project, FERC No. 2105
WYT	Water Year Type

## 1. EXECUTIVE SUMMARY

Pacific Gas and Electric Company's (PG&E) *Additional Reasonable Control Measures Report* (4.D Report) is prepared pursuant to Condition No. 4.D of the license for the Rock Creek-Cresta Hydroelectric Project, Federal Energy Regulatory Commission (FERC) No. 1962, which was issued on October 24, 2001. Condition No. 4.D requires PG&E to prepare a report that evaluates whether mean daily water temperatures of 20 degrees Celsius (°C) or less have been or will be achieved within the Rock Creek and Cresta reaches of the North Fork Feather River (NFFR), and if not, whether additional reasonable water temperature control measures are available to achieve this goal. The purpose of achieving a mean daily water temperature of 20°C or less is to enhance cold-water fish habitat, primarily for trout.

As described in the 4.D Report, PG&E collected data between 2002 and 2021 and verified that water temperature is not continuously contained at or below 20°C within the Rock Creek and Cresta reaches. Further, assessments completed by PG&E and the State Water Resources Control Board conclude that no reasonable water temperature control measures are available to achieve this goal. While several alternatives could reduce water temperature in the Rock Creek and Cresta reaches, the assessments show that they:

- Do not achieve year-round temperature below 20°C in the Rock Creek and Cresta reaches
- Require changes to infrastructure and operations associated with facilities that are not part of the Rock Creek-Cresta Project
- Could have a negative impact to fisheries in Lake Almanor
- Involve substantial costs that, if implemented, would be borne by PG&E's electric customers

The interim water temperature control measures employed since 2012 have not lowered water temperatures, and under certain conditions the measures could increase water temperatures.

Additionally, over 20 years of biological monitoring and observations in the Rock Creek and Cresta reaches has shown no evidence of physiological stress to the coldwater fishery. This suggests that the concerns about water temperature in these reaches is unfounded.

PG&E concludes that no reasonable control measures are available that can lower water temperatures to 20°C or below in the Rock Creek and Cresta reaches. PG&E recommends ceasing implementation of the interim water temperature control measures and investing no further effort or resources to address this objective.

## 2. INTRODUCTION

This report, the *Additional Reasonable Control Measures Report* (4.D Report), provides the results of Pacific Gas and Electric Company's (PG&E) evaluation of whether mean daily temperatures of 20 degrees Celsius (°C) or less, have been, or will be, achieved in the Rock Creek and Cresta reaches, and if not, whether additional reasonable control measures are available that would achieve this threshold. The Rock Creek and Cresta reaches are part of PG&E's Rock Creek-Cresta Hydroelectric Project, Federal Energy Regulatory Commission's (FERC) No. 1962 (RCC Project).

This 4.D Report is required by the following provisions:

- Ordering paragraph (D) from FERC's Order Modifying and Approving Water Temperature Monitoring Plan (issued February 28, 2003) under Article 401
- Article 401 and U.S. Department of Agriculture, Forest Service (Forest Service) 4(e), Condition No. 4.D (Additional Reasonable Control Measures) from the appendix of the Order Approving Settlement and Issuing New License (issued October 24, 2001) for the RCC Project (RCC Project License)
- Section I.4 from the *Rock Creek-Cresta Relicensing Settlement Agreement* (SA, PG&E 2000a)

The SA parties' agreement in Section I.4 of the SA to evaluate attainment of a temperature of 20°C in the Rock Creek and Cresta reaches was a negotiated temperature and is not based on any prior or existing approved water quality objective for the Feather River in the water quality control plan for the Sacramento and San Joaquin River Basins (SWRCB 2019).

FERC approved PG&E's plan and schedule for completing the 4.D Report in a letter to PG&E dated May 18, 2021 (provided in Appendix A).

Condition No. 4.D specifies that the 4.D Report shall include recommendations for implementing additional reasonable control measures to achieve mean daily temperatures of 20°C or less in the Rock Creek and Cresta reaches. The 4.D Report "shall also factor in economic considerations in evaluating whether additional measures are reasonable." Condition No. 4.D also states (FERC 2001):

Subject to the provisions of Paragraph 5 below [referring to the Condition No. 4.E Coldwater Habitat and Fishery Mitigation and Enhancement Fund] which sets forth the licensee's total financial commitment for reasonable control measures as set forth in this condition, the ERC<sup>1</sup> and Forest Service shall make an affirmative determination whether additional temperature

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<sup>1</sup> The Ecological Resources Committee (ERC) consists of PG&E, the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, the State Water Resources Control Board, American Whitewater, the California Sportfishing Protection Alliance, and Plumas County. For the purposes of this document, the ERC refers to those entities except PG&E.

control measures shall be implemented. This affirmative determination shall be based on the best scientific information available, the use of sound scientific methods, consideration of the relative cost of different control measures, and other relevant factors. As soon as practicable after such affirmative determination, the licensee shall implement any additional reasonable control measures for which no further regulatory approval is necessary. The licensee shall promptly apply for regulatory approval for any other additional reasonable control measures that the ERC and Forest Service affirmatively determine shall be implemented.

Concerning the costs associated with water temperature control measures, Condition No. 4.E required the establishment of a Coldwater Habitat and Fishery Mitigation and Enhancement Fund (Fund), which limits the total financial commitment for reasonable control measures. The condition provides the following requirements for PG&E:

[E]stablish the fund with \$5,000,000 (current dollars) and an interest on the fund balance that accrues at the 90-day commercial paper rate as published by the Federal Reserve Bank of New York...add to the Fund an additional amount not to exceed \$2,000,000 (January 2001 dollars, escalated based on the U.S. Gross Domestic Product - Implicit Price Deflator), provided that the Commission makes a determination, based on the water temperature monitoring report required by Condition 4.D, that further measures would be necessary for the licensee to maintain a mean daily water temperature of 20 degrees Celsius in the project reaches and that additional funding would be appropriate for this purpose...The Fund shall primarily be used for the water temperature control measures described in Condition 4.D...The Fund may be used to undertake other measures that directly enhance coldwater habitat and the fishery in the Rock Creek-Cresta bypassed reaches and/or in the North Fork Feather River Basin as may be required by the Commission during the license term.

To meet the objectives outlined in Condition No. 4.D, this report includes:

- An overview of the RCC Project and the North Fork Feather River (NFFR)
- Observations from the ongoing water temperature monitoring in the Rock Creek and Cresta reaches
- A review of the measures included in PG&E's initial report prepared to comply with Condition No. 4.D titled *North Fork Feather River Study Data and Informational Report on Water Temperature Monitoring and Additional Reasonable Water Temperature Control Measures* (PG&E 2005a) (2005 Informational Report), provided in Appendix B
- A summary and review of the outcome from multiple State Water Resources Control Board (SWRCB) studies associated with the relicensing the Upper North Fork Feather River (UNFFR) Hydroelectric Project, FERC No. 2105 (UNFFR Project) that investigated options for reducing water temperature in the NFFR
- Results from the implementation of interim water temperature control measures (IWTCM) in the Rock Creek and Cresta reaches
- A review of the conclusions of all evaluations (i.e., models, studies, and monitoring) related to water temperature control in the Rock Creek and Cresta reaches

### 3. 4.D REPORT PLAN AND SCHEDULE

On December 22, 2020, PG&E submitted an extension of time request to develop a plan and schedule by December 31, 2022, for preparing the 4.D Report (PG&E 2020). FERC informed PG&E that the deadline for the submission of the 4.D Report was December 31, 2022, and that a plan and schedule for completion of the 4.D Report was to be submitted by April 1, 2021 (FERC 2020).

After consultation with the ERC and Forest Service, PG&E submitted a final plan and schedule to FERC on April 1, 2021. FERC approved the plan and schedule on May 18, 2021 (FERC 2021).

Over the course of 2021, PG&E compiled all existing water temperature monitoring and modeling reports developed for the NFFR and provided them to the ERC and the Forest Service as part of the requirements of the plan and schedule. PG&E presented and discussed the outcome of these reports over a series of monthly meetings with the ERC and the Forest Service.

### 4. RCC PROJECT DESCRIPTION

The RCC Project is located on the NFFR, which is embedded in the greater Sacramento River Watershed. The NFFR originates at the southeastern slope of Mount Lassen and extends to Lake Oroville, traversing through Lassen, Plumas, and Butte Counties (Figure 1). The main stem of the Feather River is formed downstream of Lake Oroville. The North, Middle, and South forks of the Feather River are impounded behind Oroville Dam, which was completed in 1967.

The RCC Project is one of five PG&E hydroelectric projects within the NFFR watershed. The UNFFR Project is directly upstream of the RCC Project, and the Poe Hydroelectric Project, FERC No. 2107 (Poe Project) is directly downstream. The Bucks Creek Hydroelectric Project, FERC No. 619 (Bucks Creek Project) is located on a tributary above the RCC Project and drains into the Rock Creek Reach of the NFFR. The fifth project, Hamilton Branch, is located on a tributary upstream of Lake Almanor. Figure 2 provides a schematic of the overall hydrology within the NFFR Basin.

The RCC Project includes the Rock Creek Reservoir and its associated dam (crest elevation of 2,230.2 ft National Geodetic Vertical Datum [NGVD]), the Rock Creek Reach (an 8.4-mile-long bypass), Rock Creek Powerhouse, Cresta Reservoir and its associated dam (crest elevation of 1,690.2 ft NGVD), Cresta Powerhouse, and Cresta Reach (a 4.9-mile-long bypass). Upstream sources of water include the UNFFR and the East Branch of the Feather River. Cresta Powerhouse is located just upstream of the Poe Project. Tributaries draining into the Rock Creek Reach include Milk Ranch Creek, Chambers Creek, and Bucks Creek. Rock Creek Powerhouse discharges water into the Cresta Reservoir; other upstream sources of inflow into the Cresta Reservoir include:

- The NFFR downstream of Rock Creek Dam
- Tributary inflows to Cresta Reach from Chambers, Jackass, and other smaller tributaries
- Rock Creek

See Figure 3 for a map of the RCC Project and the surrounding features.

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Figure 1: Regional location of the Rock Creek-Cresta Project

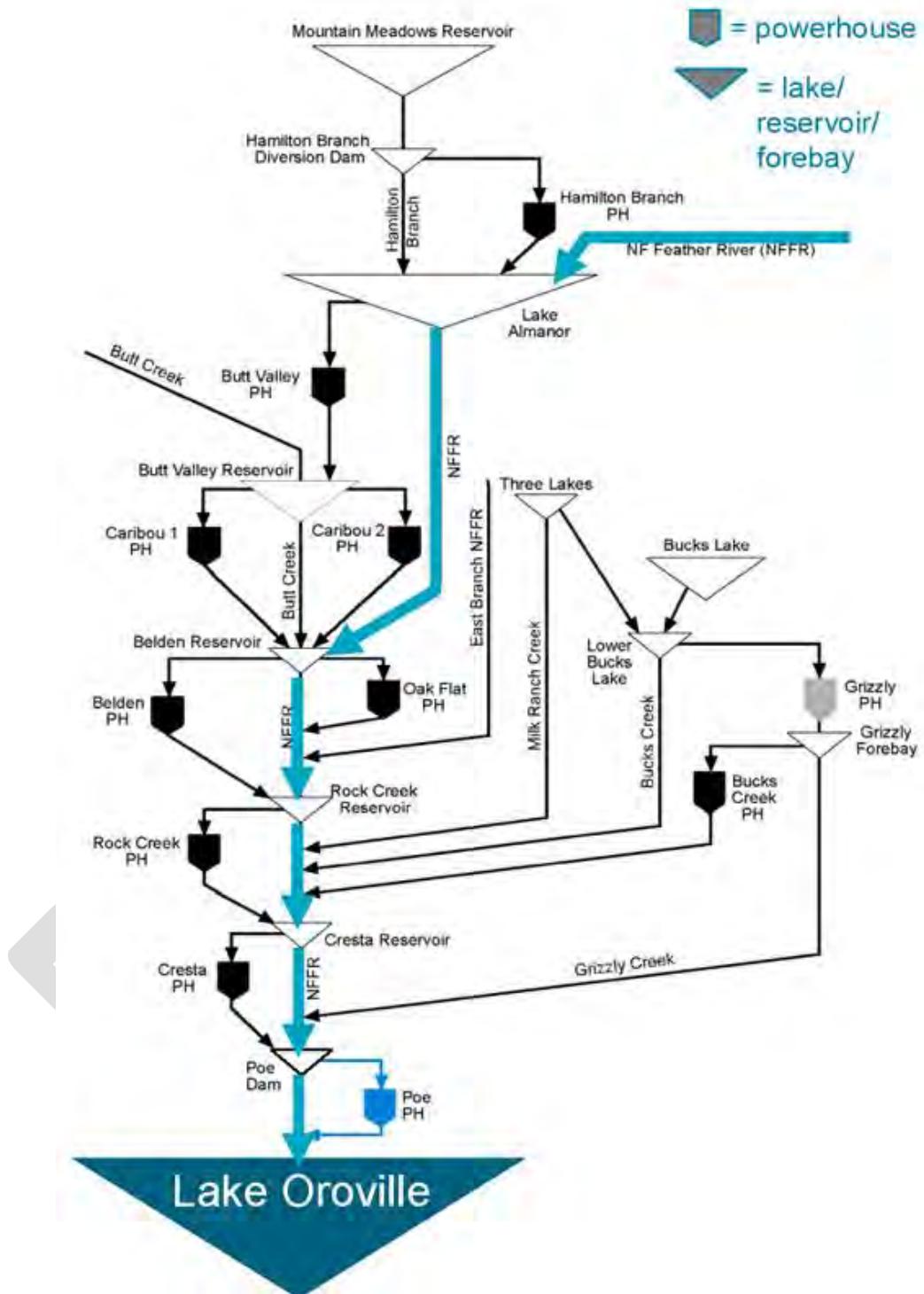


Figure 2: Schematic of the North Fork Feather River hydroelectric system

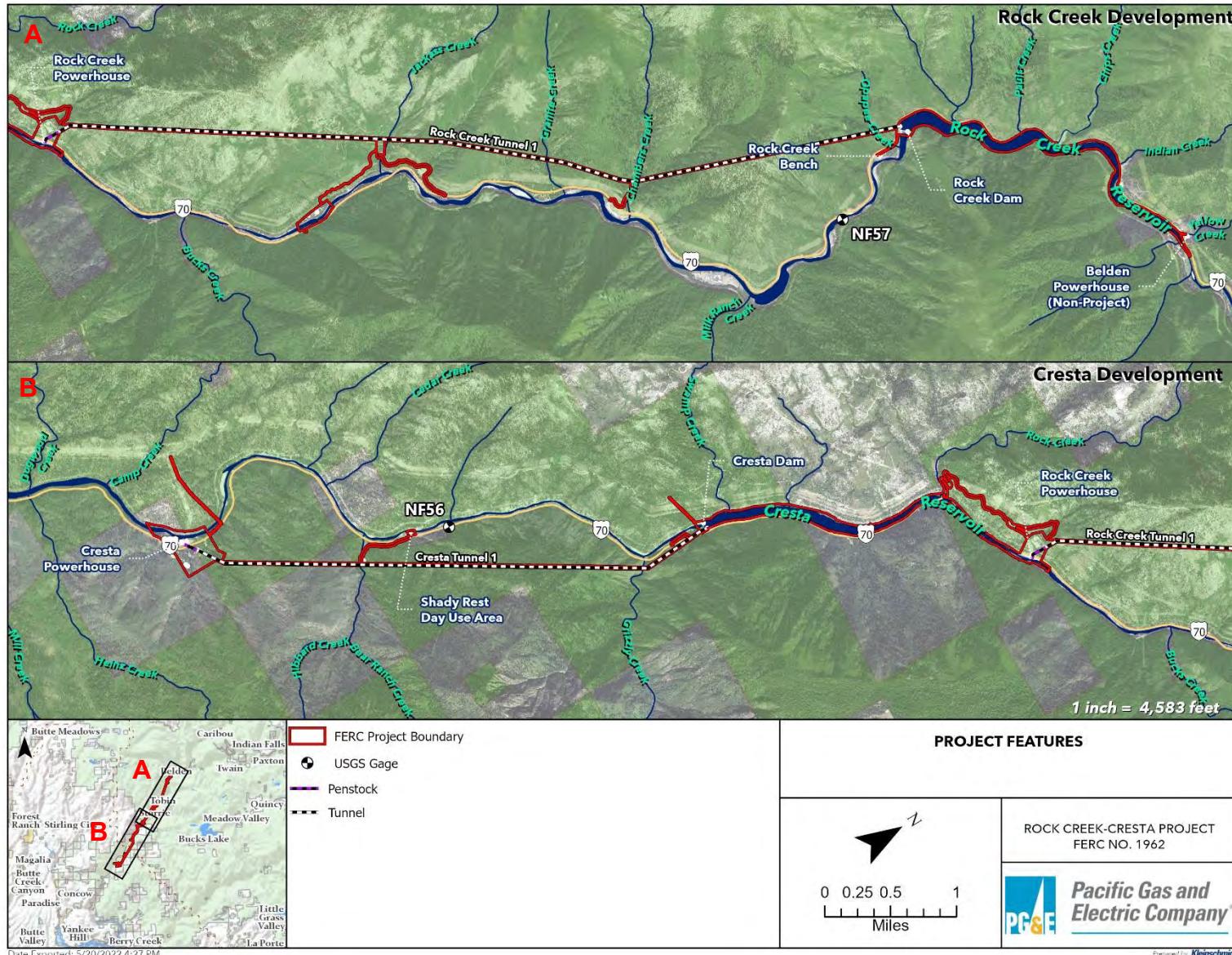


Figure 3: Overview map of the Rock Creek-Cresta Project

Under the current Rock Creek-Cresta license, PG&E (Licensee) is required to maintain minimum instream flows (MIFs) within the Rock Creek and Cresta reaches. MIF levels were implemented in a set of three test flow periods, each of which were designed to last 5 years, beginning in 2001, with MIFs increasing with each subsequent test flow period (FERC 2001, Table 1). MIFs for the three test flow periods were maintained via releases from the RCC Project dams based on the Water Year Type (WYT) and month. Four WYTs (i.e., Wet, Normal, Dry, and Critically Dry) are identified for the RCC Project waters based on California Department of Water Resources records of annual inflow to Lake Oroville (Table 2). All final WYT determinations are made in early May and are based on the Bulletin 120 report (Department of Water Resources). Dry and Critically Dry water years were assigned separate MIFs, while MIFs for both Normal and Wet years were the same. All three test flow periods varied in duration and were completed by 2019. PG&E finalized MIFs for the Rock Creek and Cresta reaches with the ERC and Forest Service in January 2022. PG&E has proposed to implement the final MIFs for the remainder of the RCC Project License term, including any annual license, after FERC has reviewed and approved a pending amendment to the RCC Project License.

**Table 1: Minimum Instream Flows<sup>1</sup> for the Rock Creek and Cresta Reaches During Each of the Three Test Periods**

<b>Rock Creek Reach</b>	Table A1			Table A2			Table A3		
Month	N&W	Dry	CD	N&W	Dry	CD	N&W	Dry	CD
Mar	250	200	110	350	280	110	525	420	150
Apr	250	200	110	350	280	110	525	420	150
May	250	200	150	350	280	150	525	420	150
Jun	220	175	150	260	210	150	390	310	150
Jul	180	150	150	260	210	150	390	310	150
Aug	180	150	150	260	210	150	390	310	150
Sep	180	150	150	260	210	150	390	310	150
Oct	180	150	150	260	210	150	390	310	150
Nov	180	150	110	260	210	110	390	310	110
Dec	200	160	110	350	280	110	525	420	110
Jan	225	180	110	350	280	110	525	420	110
Feb	225	180	110	350	280	110	525	420	110

<b>Cresta Reach</b>	Table A1			Table A2			Table A3		
Month	N&W	Dry	CD	N&W	Dry	CD	N&W	Dry	CD
Mar	250	200	100	250	200	100	400	350	100
Apr	250	200	100	250	200	100	525	420	100
May	250	200	140	600	500	140	490	420	140
Jun	240	190	140	500	400	140	460	385	140
Jul	220	175	140	325	260	140	440	350	140
Aug	220	175	140	325	260	140	351	300	140
Sep	220	175	140	325	260	140	300	250	140
Oct	220	175	140	325	260	140	200	200	140
Nov	220	175	100	325	260	100	150	150	100
Dec	240	190	100	240	190	100	400	300	100
Jan	240	190	100	240	190	100	400	300	100
Feb	240	190	100	240	190	100	400	300	100

**Note:** N&W = Normal and Wet; CD = Critical Dry

<sup>1</sup> Minimum instream flows are provided in cubic feet per second.

**Table 2: Water Year Type Designation for the Rock Creek-Cresta Project**

Water Year Type	Flow Threshold (Inflow to Lake Oroville)
Wet	> 5,679 thousand acre-feet
Normal	> 3,228 < 5,679 thousand acre-feet
Dry	> 2,505 < 3,228 thousand acre-feet
Critical Dry	< 2,505 thousand acre-feet

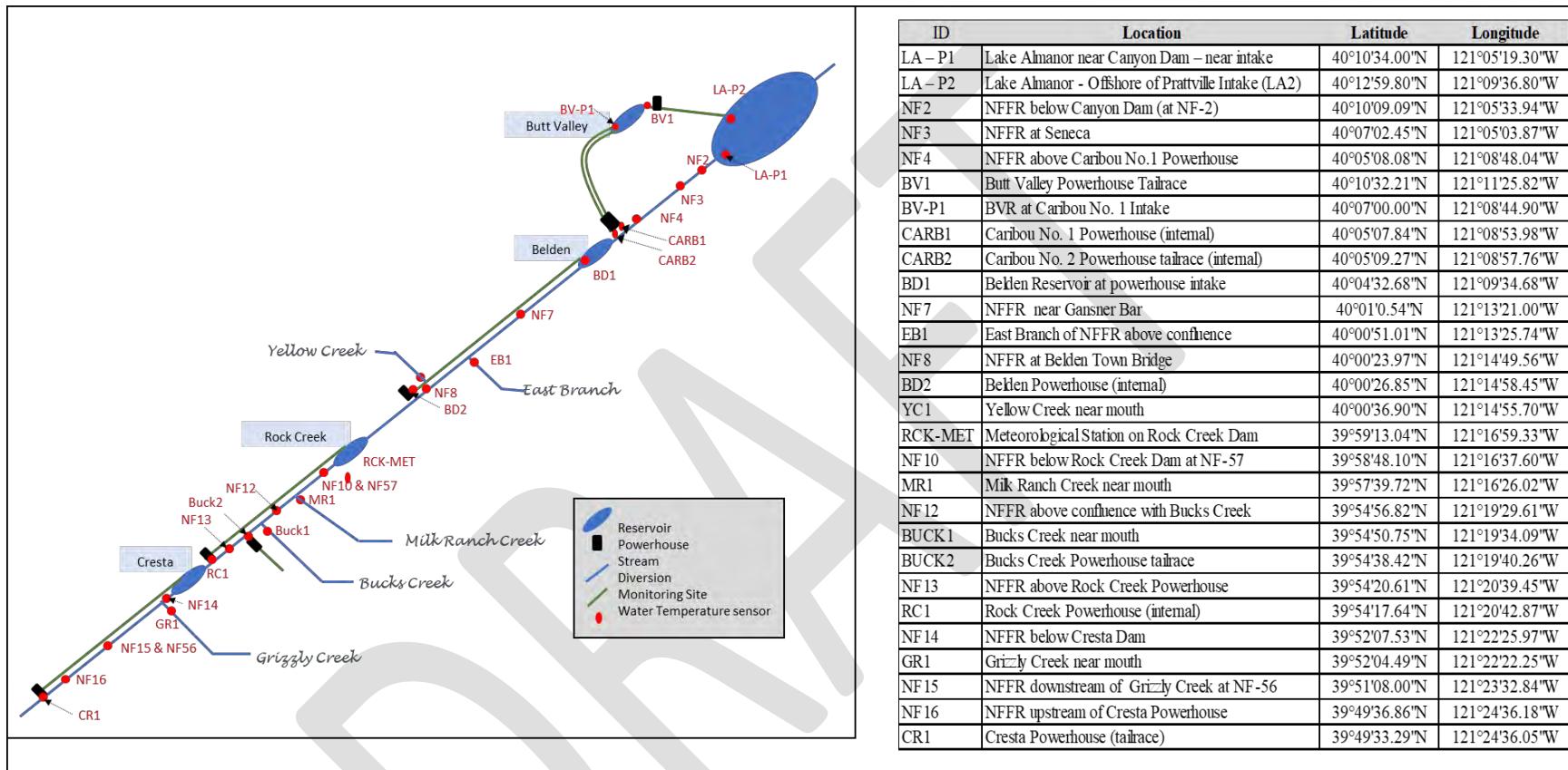
## 5. WATER TEMPERATURE IN THE ROCK CREEK AND CRESTA REACHES (2002–2020)

As required in Condition No. 4.D, PG&E assessed whether mean daily water temperatures of 20°C or less have been or will be achieved within the Rock Creek and Cresta reaches of the NFFR. Since issuance of the RCC Project License, PG&E has monitored water temperature annually (2002–2020) during the summer (June through September) in various locations along the NFFR, including both the Rock Creek and Cresta reaches (Figure 4). PG&E evaluated data from this effort and determined that mean daily water temperatures were not contained at or below 20°C within the Rock Creek and Cresta reaches.

During the monitoring period each of the four WYTs were applicable, which prompted a range of MIFs in the Rock Creek and Cresta reaches (Tables 3 and 4), as prescribed in the RCC Project License. Further, since 2012, four IWTCMs have been implemented. A description of these measures and their impacts to water temperature in the Rock Creek and Cresta reaches is included in Appendix E, “Evaluation of Interim Water Temperature Control Measures.”

As shown in Figure 5, the daily average temperature in both reaches varied between 2002 and 2020 but followed a similar seasonal trend: gradually increasing until the end of July or early August before declining. The number of days in each year during which the average daily water temperature exceeded 20°C in the Rock Creek and Cresta reaches also varied significantly between years and at different locations along both reaches (Figure 6). For all years except 2011, temperatures exceeded 20°C along the entire length of the two reaches (Figure 6).

During the 2 years (i.e., 2006 and 2011) with the lowest number of days when temperatures exceeded 20°C, daily average air temperatures were cooler. In other words, for those 2 years air temperatures measured at Rock Creek Dam were at or below the average of daily average air temperatures measured between 2002 and 2019 (Figure 7). This suggests, at least in the Cresta Reach, that water temperature remaining below 20°C during the warm summer months is a rare occurrence and is a likely consequence of ambient air temperatures and not the result of a temperature control measure. Warming trends associated with ambient air temperatures are likely to further reduce the number of days when water temperatures remain below 20°C.



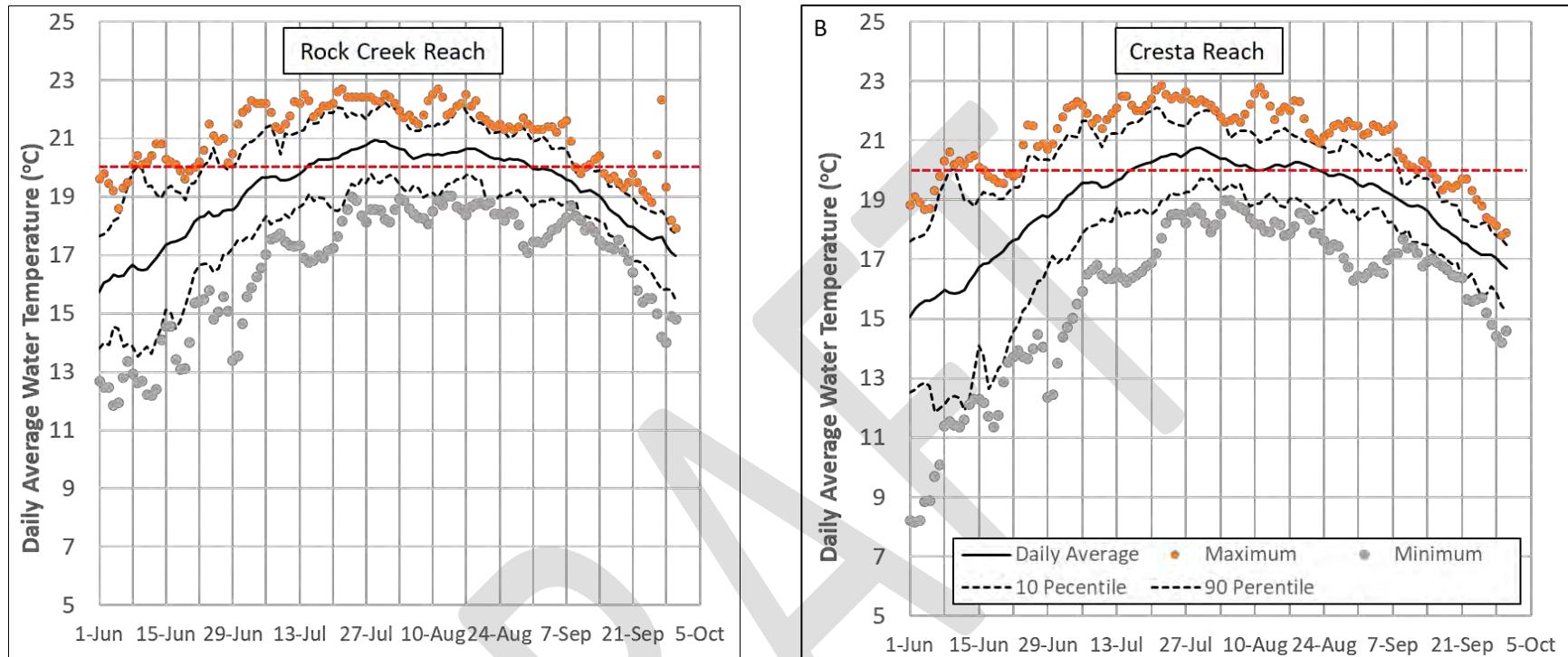
**Figure 4: Water temperature monitoring stations used in the assessment of interim water temperature control measures**  
The embedded table includes a brief description of the locations of the stations.

**Table 3: Actual Minimum Instream Flow Schedules for the Rock Creek Reach during the Three Test-Flow Periods (2002–2019)**

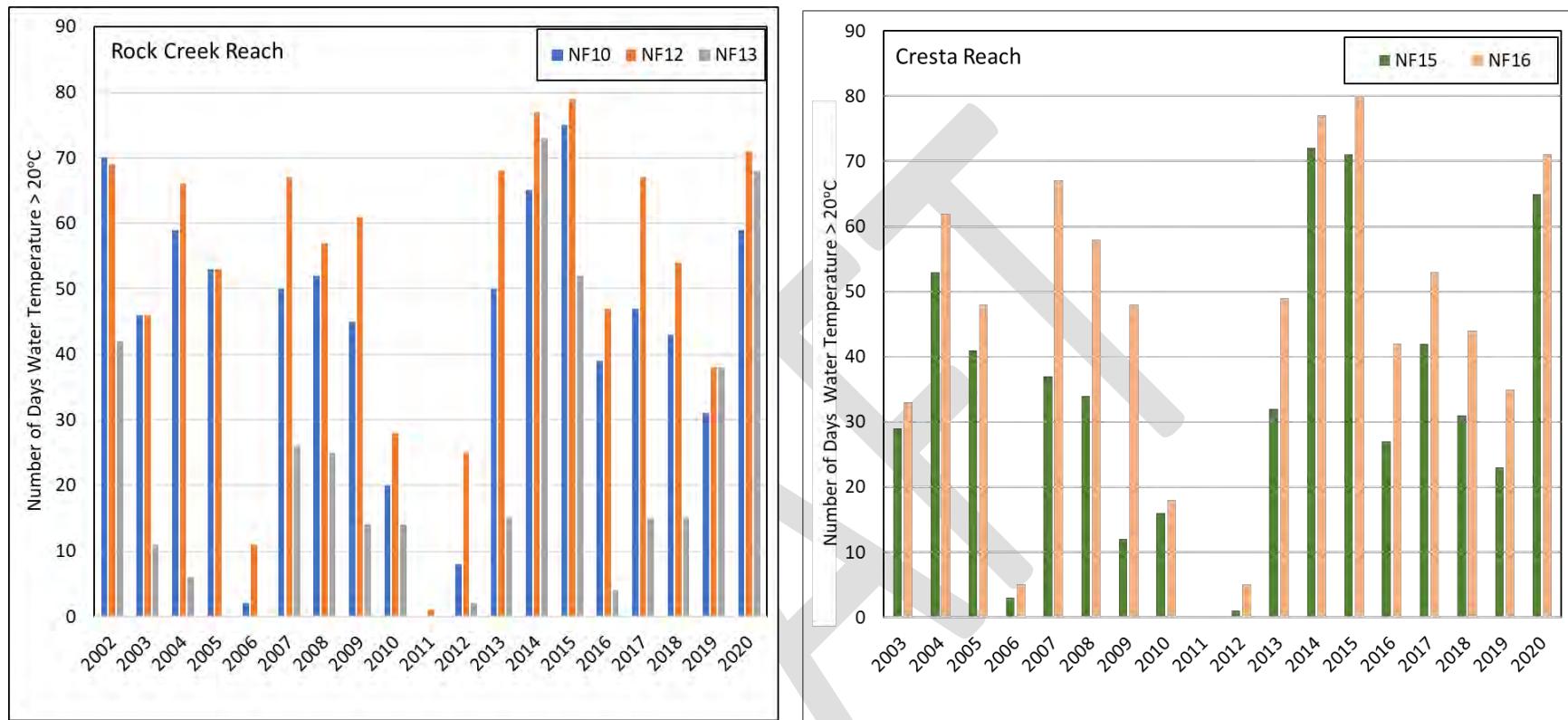
Test Period	Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Final Water Year Type
1	2002	150	110	110	110	110	250	250	250	220	180	180	180	Normal
	2003	180	180	200	225	225	250	250	250	220	180	180	180	Normal
	2004	180	180	200	225	225	250	250	250	220	180	180	180	Normal
	2005	180	180	200	225	225	200	250	250	220	180	180	180	Normal
	2006	180	180	200	225	225	250	250	250	220	180	180	180	Wet
2	2007	180	180	200	225	225	280	110	150	150	150	150	150	Critically Dry
	2008	150	110	110	110	110	280	280	150	150	150	150	150	Critically Dry
	2009	150	110	110	110	110	280	280	280	210	210	210	210	Dry
	2010	210	210	280	280	280	280	280	350	260	260	260	260	Normal
	2011	260	260	350	350	350	350	350	350	260	260	260	260	Wet
	2012	260	260	350	350	350	110	280	280	210	210	210	210	Dry
	2013	210	210	280	280	280	350	350	280	210	210	210	210	Dry
	2014	210	210	280	280	280	110	110	150	150	150	150	150	Critically Dry
3	2015	150	110	110	110	110	574	150	150	150	150	150	150	Critically Dry
	2016	150	110	110	110	110	676	600	525	390	390	390	390	Normal
	2017	390	390	525	525	525	676	600	525	390	390	390	390	Wet
	2018	390	390	525	525	525	150	500	525	390	390	390	390	Normal
	2019	390	390	525	525	525	676	600	525	390	390	390	390	Wet

**Table 4: Actual Minimum Instream Flow Schedules for the Cresta Reach during the Three Test-Flow Periods (2002–2019)**

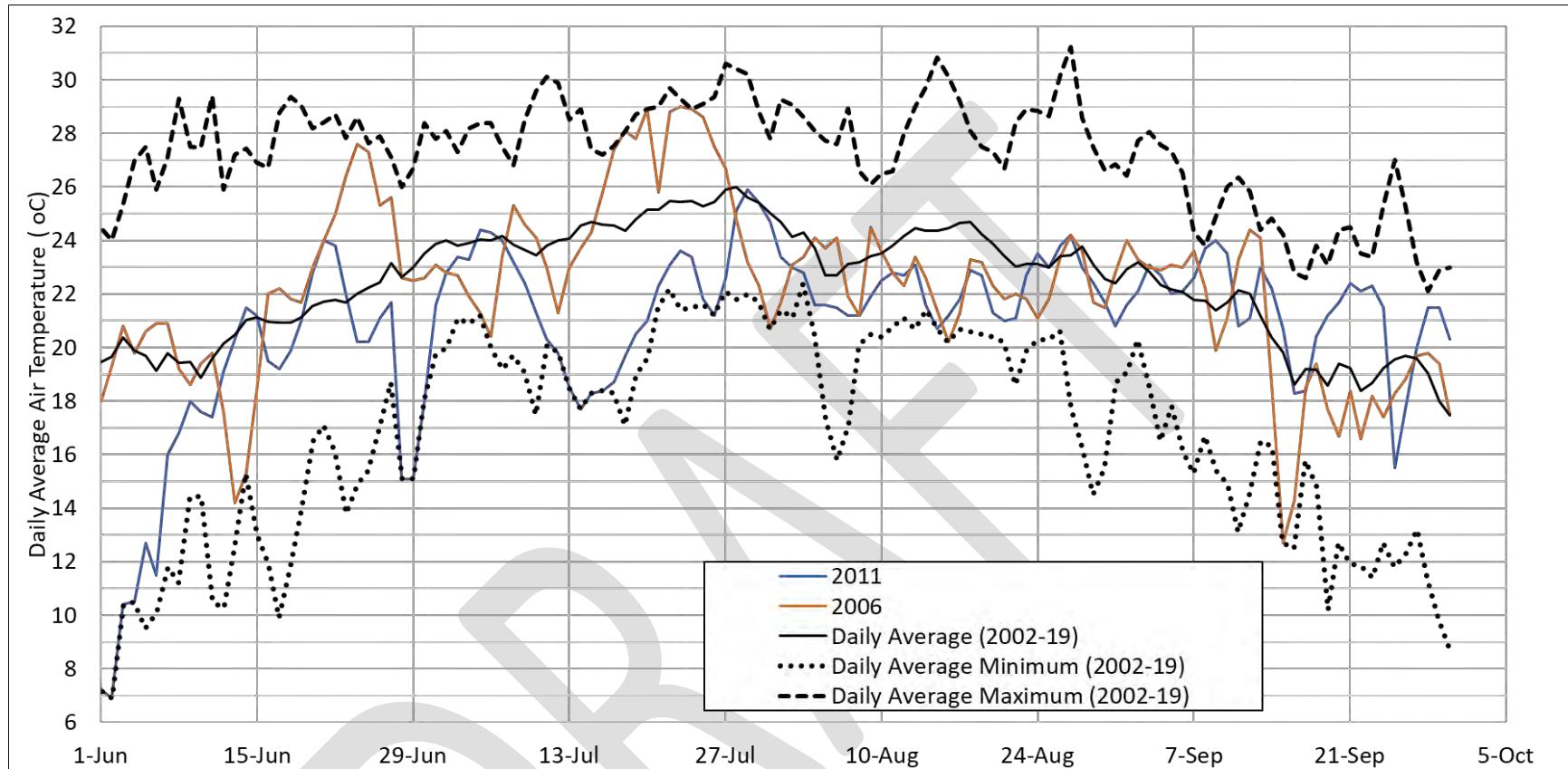
Test Period	Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Final Water Year Type
1	2002	140	100	100	100	100	250	250	250	240	220	220	220	Normal
	2003	220	220	240	240	240	250	250	250	240	220	220	220	Normal
	2004	220	220	240	240	240	250	250	250	240	220	220	220	Normal
	2005	220	220	240	240	240	200	250	250	240	220	220	220	Normal
	2006	220	220	240	240	240	250	250	250	240	220	220	220	Wet
2	2007	220	220	240	240	240	200	100	140	140	140	140	140	Critically Dry
	2008	140	100	100	100	100	200	200	140	140	140	140	140	Critically Dry
	2009	140	100	100	100	100	200	200	500	400	260	260	260	Dry
	2010	260	260	190	190	190	200	200	600	500	325	325	325	Normal
	2011	325	325	240	240	240	250	250	600	500	325	325	325	Wet
	2012	325	325	240	240	240	100	200	500	400	260	260	260	Dry
	2013	260	260	190	190	190	250	250	500	400	260	260	260	Dry
	2014	260	260	190	190	190	100	100	140	140	140	140	140	Critically Dry
3	2015	140	100	100	100	100	350	100	140	140	140	140	140	Critically Dry
	2016	140	100	100	100	100	400	525	490	460	440	351	300	Normal
	2017	200	150	400	400	400	400	525	490	460	440	351	300	Wet
	2018	200	150	400	400	400	100	420	490	460	440	351	300	Normal
	2019	200	150	400	400	400	400	525	490	460	440	351	300	Wet



**Figure 5: Daily average water temperature measured for 2002–2020 in the Rock Creek and Cresta reaches**  
Dashed redline indicates the 20°C threshold identified in the RCC Project SA.



**Figure 6: Number of days during each year that daily average water temperature exceeded 20°C in the Rock Creek and Cresta reaches**  
The measurements are from multiple locations in both the reaches (as indicated in Figure 4).



**Figure 7: Daily average air temperature measured for 2002–2019 at Rock Creek Dam**

Solid orange and blue lines indicate the daily average air temperature for 2006 and 2011, the years with the lowest number of days when water temperature in Rock Creek and Cresta reaches exceeded 20°C.

## 6. WATER TEMPERATURE CONTROL IN THE NFFR

Water temperature dynamics in the Rock Creek and Cresta reaches and along the NFFR in general have been studied for more than 30 years. PG&E or the SWRCB commissioned at least 14 studies to identify and evaluate water temperature reduction measures. Several of the technical reports produced from these studies provided details of model set-up, calibration, and validation, while others focused on the application of the models for determining the effectiveness of the water temperature reduction measures.

The studies can be broken into two distinct categories: (1) studies conducted from 1986 to 2004 for PG&E's initial report on water temperature and (2) the SWRCB studies conducted from 2004 to 2016 in support of the relicensing efforts for PG&E's UNFFR Project. Figure 8 provides a chronology of the various types of models and approaches, their connections, and the modeling reports involved in their development.

The following section provides an overview of events associated with identifying, evaluating, and implementing potential measures to control water temperature in the Rock Creek and Cresta reaches.

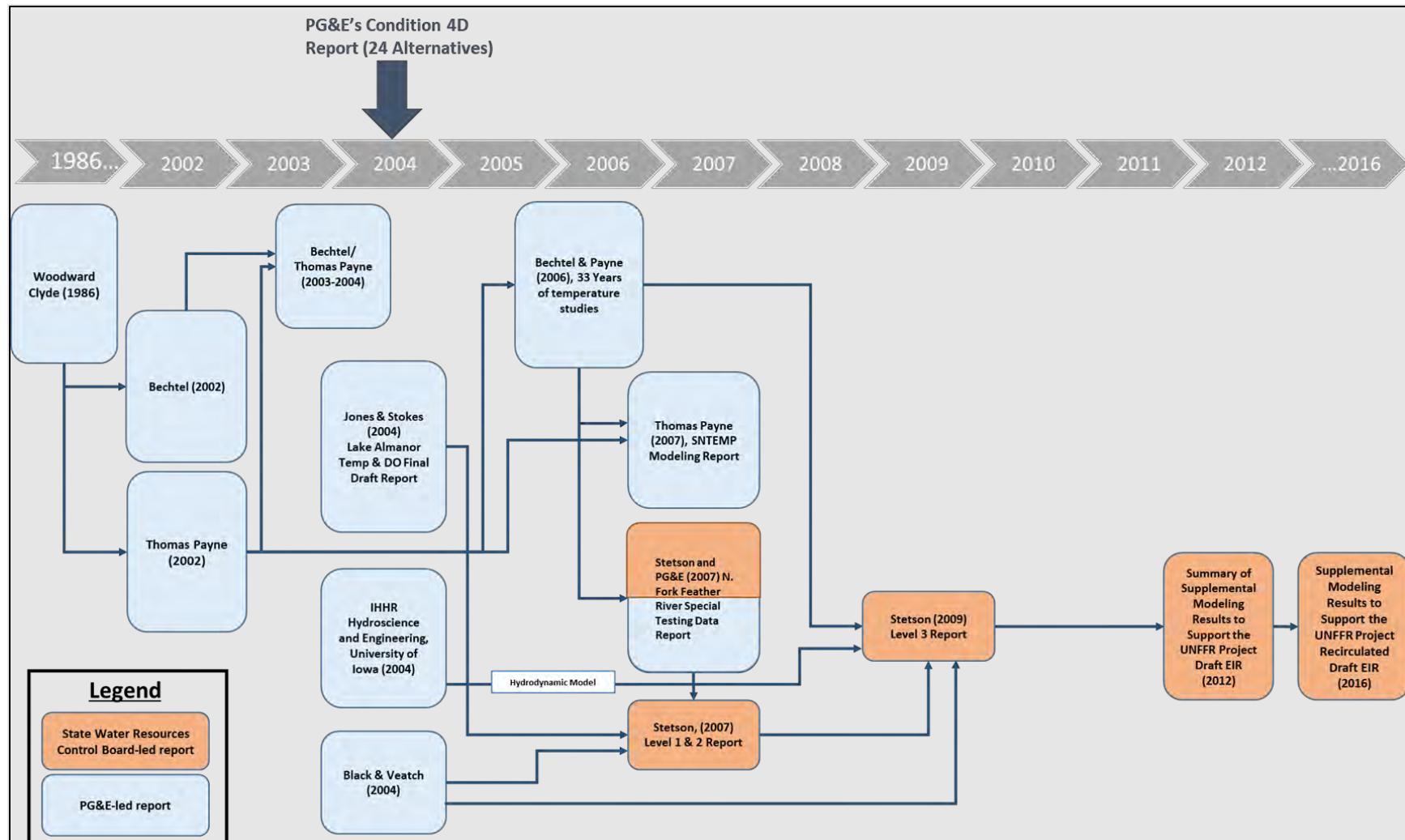


Figure 8: Chronology of water temperature modeling studies in the North Fork Feather River

## 6.1 THE 2005 INFORMATIONAL REPORT

### 6.1.1 Background

Formal discussions related to water temperature control measures were initiated during formulation of the RCC Project SA (PG&E et al. 2000a). These discussions precipitated the requirement for PG&E to identify potential measures to control water temperature and assess the measures' efficacy. The earliest study of water temperature related to the RCC Project was performed in 1986 (Woodward Clyde Consultants 1986a, 1986b) as part of the relicensing discussions for the RCC Project license.

Stipulations included in the SA and in the RCC Project License required a report on the assessment of water temperature control measures to be completed within 5 years of FERC approval of a water temperature monitoring plan. FERC approved the monitoring plan in 2003, which set the completion of the report to 2008 at the latest.

To develop the report (i.e., PG&E's 2005 Informational Report), PG&E conducted a series of studies from 2000 to 2004 that evaluated 24 water temperature control measures (alternatives). Bechtel and Payne (2004 and 2006) later collaborated on a study in support of the 2005 Informational Report that applied improved models to assess various water temperature control measures. PG&E conducted three more studies in 2004 for the 2005 Informational Report: (1) a physical model and hydrodynamic model of Lake Almanor (IIHR 2004), (2) a feasibility study based on the physical model and potential water temperature control measures (Black & Veatch 2004), and (3) a dissolved oxygen model of Lake Almanor (Jones & Stokes 2004). Using these studies and other available information (e.g., groundwater well driller logs), PG&E completed the assessment of water temperature control measures and submitted the study results to FERC on July 28, 2005 (PG&E 2005a). The report containing the study results is included in Appendix B.

After submission of the report, the ERC and Forest Service argued that it did not, but should, include the SWRCB's impending analysis in support of the UNFFR relicensing project. The SWRCB analysis was initiated in 2009 and continued through 2016, a timeframe that was outside of FERC's 2007 deadline to submit the report (as further described in Section 6.2).

On September 19, 2005, PG&E informed FERC that it was retracting the report as a formal response to the Condition No. 4.D requirement. While doing so, PG&E noted that the ERC and Forest Service (not PG&E) had characterized the report as premature and deemed that it did not fully satisfy the requirements for compliance with Condition No. 4.D. PG&E also requested that the title of the submitted report be changed to *North Fork Feather River Study Data and Informational Report on Water Temperature Monitoring and Additional Reasonable Water Temperature Control Measures, amended September 2005* (PG&E 2005b). Disagreements over the scope of potential water temperature control measures caused the ERC to decide not to submit recommendations for reasonable control measures at that time, opting instead to wait for

additional analysis of water temperatures in the NFFR that were being conducted for the relicensing efforts for the UNFFR Project and the associated SWRCB California Environmental Quality Act (CEQA) review as part of the water quality certification (PG&E 2006).

### **6.1.2 Alternatives Evaluated**

To address the requisites in Condition No. 4.D, PG&E monitored water temperature along the NFFR, including the Rock Creek and Cresta reaches, and determined that water temperature in the Rock Creek and Cresta reaches routinely exceeded 20°C during the warm summer months (i.e., June–September). PG&E then identified 24 potential water temperature control measures (alternatives) for achieving colder water in the NFFR. PG&E assessed the efficacy of each measure by evaluating both the potential for water temperature reduction and the economic and ecological impacts of implementation.

Twenty of the 24 alternatives identified could be applied in the Rock Creek and Cresta reaches. Two others were targeted at the downstream Poe Reach, and two were targeted at the upstream Belden Reach. The 24 alternatives were grouped into the following three categories based on the source of cold water to be used for cooling:

**Category 1:** Alternatives with cold water sourced from Lake Almanor and accessed through the use of thermal curtains or other means at the existing Prattville intake structure located in the lake (Table 5).

**Category 2:** Alternatives with cold water sourced from Lake Almanor and obtained by increasing the magnitude of seasonal water releases using the low-level gates in the existing Canyon Dam outlet structure located in the lake, and/or by reoperating the Licensee's UNFFR, Rock Creek-Cresta, Poe, and Bucks Creek projects (Table 6).

**Category 3:** Alternatives with cold water from sources other than Lake Almanor (Table 7).

To evaluate the alternatives, PG&E developed and tested five instream water temperature models and two reservoir models using data from 1983 to 2003 from FERC-licensed projects (UNFFR, Rock Creek-Cresta, and Poe).

In addition to the water temperature response to each alternative, PG&E evaluated environmental and economic factors associated with the alternatives, including:

- Construction and implementation costs
- Potential impacts to water quality
- Potential impacts to fisheries

**Table 5. Alternatives with Cold Water Sourced from Lake Almanor Accessed through the Use of Thermal Curtains or Other Means at the Existing Prattville Intake**

Category	Alternative	Butt Valley Reservoir		Prattville (Lake Almanor)			Estimated Temperature Decrease		Negative Impacts	
		Thermal Curtain Upstream	Thermal Curtain Downstream	Curtain	Hooded Pipeline	Dredge	Magnitude (°C)	Location	Loss of Cold-Water Habitat (Lake Almanor)	Reduced Fish Population (Butt Valley Reservoir)
1. Cold Water from Lake Almanor using thermal curtains or modifications to Prattville intake	1			x			~1	B, R, C, P	x	x
	2				x		<0.5	B, R, C, P		
	3			x	x	x	~0.5	B, R, C, P		
	4	x	x	x		x	~3	B, R, C, P	x	x

**Notes:** B = Belden Dam; C = Cresta Dam; NFFR = North Fork Feather River; P = Poe Dam; R = Rock Creek Dam.

**Table 6. Alternatives with Cold Water Sourced from Lake Almanor Obtained by Increasing the Magnitude of Seasonal Water Releases at the Low-Level Gates in Canyon Dam**

Category	Alternative	Dam Releases (Increased Flows)					Butt Valley Reservoir		Lake Almanor		Temperature Change		Negative Impacts		Power Generation Decreases
		B	R	C	P	BK	Butt Valley Powerhouse Release	Lake Almanor Release	Prattville	Canyon Dam	Magnitude (°C)	Location	Reduced Fish Population	Reduced Flows to B, R, C, and P	
2. Increased flows from Canyon Dam and/or reoperation of NFFR projects	5						Reduced flows	x			None	B, R, C, P	x	x	x
	6						Reduced flows	x		Increased flows	~1-2	B, R, C, P	x		x
	7										0.5-3 (few days)	C, B			
	8								Increased flows	Selective cold releases	None				x
	9	x									Temperature rise	B			x
	10	x									Temperature rise	R			x
	11		x								None				
	12		x								0.5-1.5	P			
	13			x							Minor				

**Notes:** B = Belden Dam; BK = Bucks System; C = Cresta Dam; NFFR = North Fork Feather River; P = Poe Dam; R = Rock Creek Dam.

**Table 7. Alternatives with Cold Water from Sources Other Than Lake Almanor**

Category	Alternative	Activity			Location	Temperature Drop		Challenging Construction
						Magnitude (°C)	Location	
3. Obtain Cold Water from Sources Other than Lake Almanor	14	Construct mechanical water-cooling towers.			B, R, C, P	~1	Immediately downstream of dam	
	15	Construct mechanical water chillers.			B, R, C, P	~1	Immediately downstream of dam	
	16	Construct water wells.			B, R, C, P			Not viable
	17	Construct a water pipeline and pumping stations to pump cool water from Lake Oroville.			B, R, C, P			
	18	Construct a new dam and water pipeline on Upper NFFR to cool the Belden Reach.			Above Caribou Powerhouse	~2.5	Below Belden Dam	
	19	Construct a new dam and water pipeline on Yellow Creek to cool the Rock Creek Reach.			Above Belden Powerhouse	~1.2	Below Rock Creek Dam	
	20	Construct a new diversion structure and water pipeline at Bucks Creek Powerhouse to cool the Cresta Reach.			Bucks Powerhouse tailrace	~1.2	Below Cresta Dam	
	21	Construct a new large dam and reservoir.			Yellow Creek and/or the East Branch Feather River			
	22	Enlarge an existing dam and reservoir.			East Branch Feather River			
	23	Plant and Manage Riparian Vegetation to Improve River Shading.			East Branch Feather River			
	24	Construct a Water Pipeline.			Existing Poe tunnel adit (#1) to portion of the Poe Reach			

**Notes:** B = Belden Dam; C = Cresta Dam; NFFR = North Fork Feather River; P = Poe Dam; R = Rock Creek Dam.

### 6.1.3 Evaluation Results

PG&E's analysis of the 24 potential water temperature control alternatives indicated that a few of the first and second category alternatives had the potential to reduce water temperatures in the Rock Creek and Cresta reaches. However, none of the alternatives could contain water temperature at or below 20°C for the duration of the summer. Further, reductions in water temperature would increase the cold-water trout habitat in the Rock Creek Reach by about 3 to 8 percent and in the Cresta Reach by about 0.5 to 2 percent in July and August of normal water years. The overall benefits of such modest gains in cold water trout habitat were found to be limited and likely not measurable given natural fish population variability. Also, these alternatives were found to likely reduce cold-water fish habitat in Lake Almanor and fish production in Butt Valley Reservoir, resulting in a decrease of the aquatic resources and recreational value at each of these reservoirs.

All potential water temperature control alternatives were found to have substantial costs (i.e., in the range of tens of millions of dollars), which, if implemented, would be borne by PG&E's customers. As a result of the analysis, PG&E concluded that no additional reasonable water temperature control measures were available for achieving a year-round water temperature of 20°C or less in the Rock Creek and Cresta reaches.

## 6.2 STATE WATER RESOURCES CONTROL BOARD STUDIES (2009–2016)

### 6.2.1 Background

In April 2004, the UNFFR Project reached a final relicensing settlement agreement (PG&E et al. 2004a). This settlement agreement set out new flow requirements for the UNFFR Project and was agreed upon and supported by all signatory parties. FERC subsequently completed an environmental impact statement (EIS) as part of the National Environmental Policy Act process, and the SWRCB completed a draft environmental impact report (EIR) through the CEQA process as part of the water quality certification process.

For the draft EIR, the SWRCB analyzed various water temperature control measures between 2007 and 2016 for the UNFFR, Rock Creek-Cresta, and Poe projects and provided the results in a series of reports. The SWRCB drew on PG&E's modeling studies and the 2005 Informational Report to identify and assess temperature control measures. The SWRCB also contracted with Stetson Engineers, Inc., to complete a series of modeling and technical studies, including a collaborative operational testing study with PG&E (Stetson Engineers Inc. and PG&E 2007). The SWRCB investigations resulted in the Level 1, Level 2, and Level 3 reports (Stetson Engineers, Inc. 2007, 2009), followed by two supplemental reports (Stetson Engineers, Inc., 2012, 2016). The alternatives evaluated are summarized in Section 7 of this report, and the entire reports are included in Appendix C, with additional details included in Appendix D.

On July 16, 2020, FERC determined that the SWRCB had waived its water quality certification authority under Section 401 of the Clean Water Act for the UNFFR Project relicensing (FERC 2020).

Consistent with *The Water Quality Control Plan (Basin Plan) for the California Regional Water Quality Control Board Central Valley Region, Fifth Edition* (Basin Plan) (SWRCB 2019), the UNFFR settlement agreement contains no requirements for the UNFFR Project to maintain water temperature at or below 20°C in the Rock Creek and Cresta reaches. The only commitment to evaluate the goal to maintain water temperatures at or below 20°C in the Rock Creek and Cresta reaches is found in the RCC Project SA.

The following section summarizes the water temperature studies the SWRCB completed.

### **6.2.2 Alternatives Evaluated**

The SWRCB's analysis built on PG&Es 2005 Informational Report. In addition to the 24 alternatives assessed by PG&E in the 2005 Informational Report, the SWRCB's assessments included some additions and modifications. During the initial stages of developing the draft EIR for the UNFFR Project, the SWRCB identified 17 additional alternatives, resulting in a total of 41 potential water temperature control measures. These measures were evaluated through a "Preliminary Formulation" (Stetson Engineers, Inc., 2007). This was followed by the Level 1, 2, 3, and two additional supplemental modeling studies completed in 2016. These studies involved the elimination, addition, and modification of various alternatives that resulted in nine water temperature control measures the SWRCB identified as potentially viable. For the Level 3 evaluations, the SWRCB assessed alternatives that were not eliminated during the Level 2 process. Specifically, additional modeling was used to determine the effectiveness, feasibility, sustainability, and reliability of the water temperature reduction alternatives. The 2012 and 2016 supplemental studies further investigated a select number of alternatives.

The 41 alternatives considered in the preliminary formulation are summarized in Appendix D, Table 1 and the 14 alternatives considered in Level 1 and 2 are summarized in Appendix D, Table 2. The alternatives added for Level 3 and the 2012 and 2016 supplemental modeling are summarized in Appendix D, Tables 3 through 5.

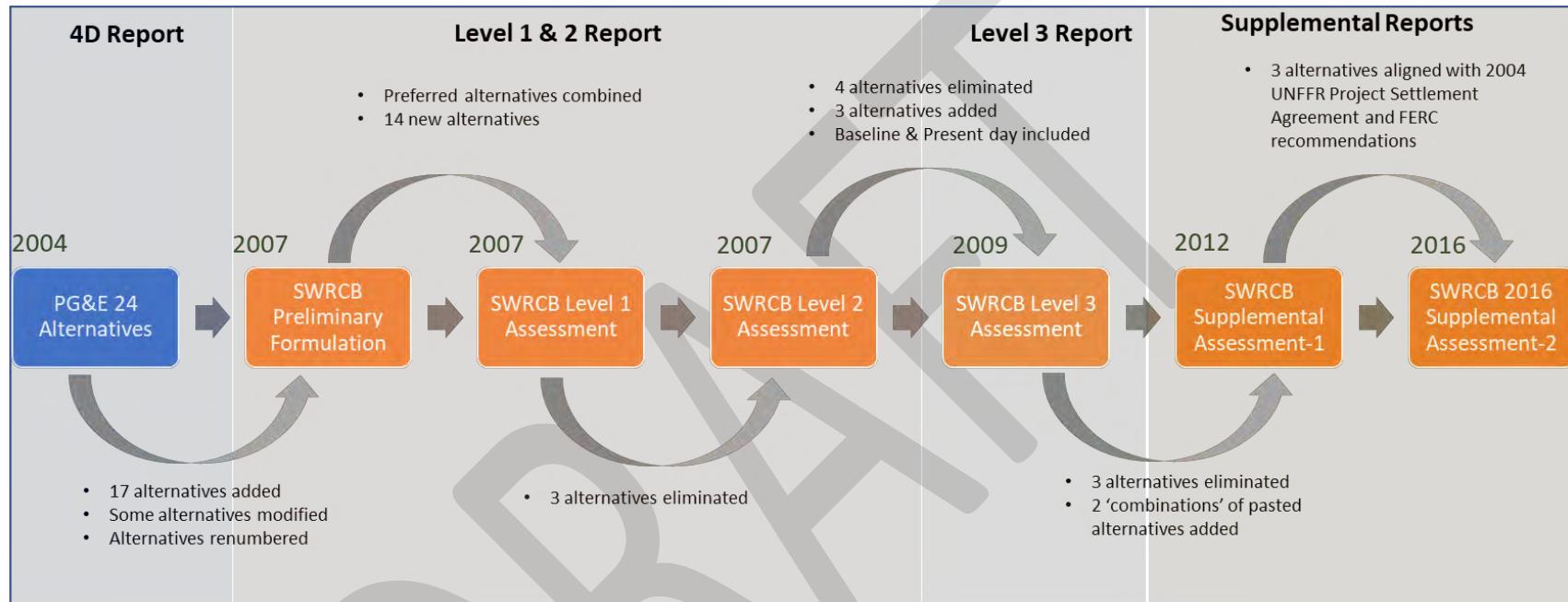
### **6.2.3 Evaluation Results**

The SWRCB's preliminary assessment of PG&E's 24 alternatives and an additional 17 measures resulted in the elimination of 27 measures (Appendix D, Table 1). The remaining 14 alternatives became part of the Level 1 evaluation (in Appendix D, Table 2) during which three alternatives were eliminated. Five other alternatives were eliminated through the Level 2 assessment. Subsequently, Level 3 focused on alternatives remaining after Level 1 and 2 studies, in addition to three new alternatives.

During the Level 3 assessment, three alternatives were eliminated. A later supplemental modeling study in 2012 added two new alternatives derived from the existing alternatives. Another supplemental modeling study was performed in 2016 that included three additional alternatives.

Figure 9 outlines the evolution of the temperature control measures the SWRCB evaluated.

The SWRCB's assessments (as detailed in the Levels 1–3 and Supplement 1 and 2 reports) found that none of 63 alternatives considered could achieve the Condition No. 4.D objectives by containing water temperatures at or below 20°C year-round in the Rock Creek and Cresta reaches. The SWRCB's modeling results also showed potential for certain measures to significantly diminish cold-water habitat in Lake Almanor, negatively affecting ecological life supported in the lake.



**Figure 9: Progression of the State Water Resources Control Board's evaluation of water temperature control measures (alternatives) for the NFFR**

## 6.3 INTERIM WATER TEMPERATURE CONTROL MEASURES

### 6.3.1 Background

In a letter to FERC dated April 30, 2012 (PG&E 2012), PG&E requested an extension of time to file an updated 4.D Report, as in previous years since 2009. As part of this request, PG&E submitted a proposal, developed with the ERC and Forest Service, to implement five IWTCMs, four of which were directly related to water temperature control. FERC approved this proposal on July 18, 2012 (FERC 2012). PG&E implemented the IWTCMs in part to determine their effectiveness in reducing water temperature in the Rock Creek and Cresta reaches and to inform the ERC and Forest Service of their potential as permanent control measures. PG&E has implemented the IWTCMs since 2012 and annually reported the results to the ERC, the Forest Service, and FERC. PG&E is required to continue to implement the IWTCMs until FERC makes a final determination after reviewing this 4.D Report.

A detailed assessment of the four measures' temperature impacts is included in Appendix E.

### 6.3.2 Alternatives Implemented

The four measures that have been implemented by PG&E since 2012 are summarized below:

#### Measure 1

When the daily average water temperature in the Rock Creek or Cresta reach exceeds the 20°C criterion for 2 consecutive days, PG&E maximizes the release of the minimum instream flow requirement at each reservoir through the low-level outlet (LLO) located approximately 30-feet below the invert of the radial gates.

#### Measure 2

PG&E preferentially operates the Caribou 1 Powerhouse over the more efficient Caribou 2 Powerhouse once the temperature criterion is exceeded. To preserve the finite amount of colder water in Butt Valley Reservoir, PG&E attempts to maintain Butt Valley Reservoir at maximum pool and minimizes the operation of Caribou 1 until July 15 or until the first occurrence of average daily temperatures exceeding 20°C for 2 days in either the Rock Creek Reach (NF-57) or Cresta Reach (NF-56), whichever occurs sooner. During this special operation of Caribou 1, Caribou 2 operation is reduced as much as reasonably possible to minimize mixing the colder water with surface water. This operation lasts 5 days because effective cold-water withdrawal from Caribou 1 diminishes after this period.

#### Measure 3

PG&E operates the Bucks Creek Powerhouse in a manner that helps reduce daily average water temperatures both in the lower Rock Creek Reach (between Bucks Creek and Rock Creek powerhouses) and the Cresta Reach. Bucks Creek Powerhouse discharges to the NFFR approximately 1 mile upstream of Rock Creek Powerhouse.

## Measure 4

During critically dry years, after implementing Measures 1 through 3 and when daily average temperatures at NF-57 or NF-56 are above 20°C, PG&E increases the minimum instream flow from the Rock Creek (150 cubic feet per second [cfs]) and Cresta (140 cfs) dams to 200 cfs.

### 6.3.3 Evaluation Results

Measure 1, which calls for flows from the LLO outlets in Rock Creek and Cresta dams is ineffective, because no cooler pool of water exists in either reservoir because of the small size of each reservoir and the mixing that occurs in them.

Measure 2, which involves using the cold-water pool in Butt Valley Reservoir, has the potential to temporarily reduce the water temperature in the Rock Creek and Cresta reaches early in the summer (i.e., before mid-July). However, the cold-water pool is relatively small and temperature reductions occur for a short period (i.e., 1–4 days). Further, this is not a guaranteed source of cooling later in the summer because the cold-water pool in Butt Valley Reservoir becomes increasingly susceptible to warming.

Measure 3, using the Bucks Creek Project to provide cooler water, is effective in significantly reducing the water temperature in approximately 0.8 miles of Rock Creek Reach and to a lesser extent in the Cresta Reach. This measure relies on the operation of Bucks Creek Powerhouse, which is likely to run during the warm periods when water temperatures in the NFFR are high.

Measure 4, increasing flows from 150 cfs to 200 cfs during Critically Dry years, resulted in no clear indication that this measure could reduce water temperatures in the Rock Creek and Cresta reaches. Some potential exists for the intended results to occur in June, but the data also show the opposite effect during the latter part of summer, with higher flows sometimes aligning with larger increases in water temperature downstream. This phenomenon suggests that PG&E's operation (diverting water through granitic tunnels and penstocks) maintains cooler water downstream than releasing more water at the dam through MIFs.

None of the 4 IWTCMs can maintain water temperatures of 20°C in the Rock Creek and Cresta reaches. Measures 1 and 4 are completely ineffective at reducing water temperatures in the Rock Creek and Cresta reaches. Measure 2 may provide a very short-term (approximately 3 days) reduction in temperature in the Rock Creek and Cresta reaches, but at the cost of reducing the limited coldwater pool of Butt Valley Reservoir. Measure 3 provides a relatively clear but very localized benefit to approximately 0.8 miles of the Rock Creek Reach but is contingent on the operation of the Buck Hydroelectric Project, which is not part of the RCC Project License. PG&E's ability to maintain this measure is limited as maintenance and repairs typically occur during the summer months due to the elevation of the Bucks Hydroelectric Project.

## 7. DISCUSSION

PG&E's monitoring of water temperature in the Rock Creek and Cresta reaches from 2002 to present confirms that this section of the NFFR consistently exceeds 20°C during the summer months. This is true even with implementation of the IWTCMs since 2012. Results from PG&E's and then the SWRCB's exhaustive studies completed over the last 40 years indicate that, even with significant manipulations to flows in the NFFR, no feasible option is available for attaining water temperatures below 20°C.

As agreed to in the SA and stated in the RCC Project License, Condition No. 4.D tasks PG&E to identify "reasonable" control measures that can be implemented as part of the RCC Project to prevent water temperature in the RCC Project reaches from exceeding 20°C. PG&E and the SWRCB have investigated dozens of measures, some of which are not reasonable because involve they facilities or operations that are outside the scope of the RCC Project license and SA or they far exceed the cap for costs associated with these measures set forth in the SA and license Condition No. 4.E or they provide harm and/or no benefit to resources in the NFFR and affected reservoirs. Based on these analyses, no options are available that rely solely on RCC Project operations to cool water temperatures in the Rock Creek and Cresta reaches to the negotiated temperature of 20°C. The RCC Project has no operational control of cold water that can be used to reduce the temperature of water flowing through the RCC Project.

Even if the operation of adjacent upstream hydroelectric projects (i.e., Bucks and UNFFR) are considered, the PG&E and SWRCB studies show that no alterations to those projects would result in sustained containment of water temperature at or below 20°C in the Rock Creek and Cresta reaches. These studies also show that measures that briefly reduce water temperature in the Rock Creek and Cresta reaches rely on consuming the finite cold-water pools in Butt Valley Reservoir and Lake Almanor Reservoir. The impacts of pulling cold water from Butt Valley Reservoir have not been evaluated; however, the water temperature studies suggest that using cold water from Lake Almanor to cool the Rock Creek and Cresta reaches could degrade the cold-water fishery in Lake Almanor.

Further, certain measures identified to have potential to reduce temperatures in the Rock Creek and Cresta reaches involve capital projects (e.g., thermal curtains and modifications to the Lake Almanor Dam intake tower) and changes to project operations on the UNFFR Project. These modifications would involve costs that far exceed the total financial commitments required under Condition No. 4.E. See Appendix B and C-2 for details on cost analyses of selected water temperature control measures.

The IWTCMs PG&E has implemented since 2012 have not been found to contain water temperature at or below 20°C in the Rock Creek and Cresta reaches. PG&E's evaluation of the IWTCMs shows that two of the four measures (Measures 1 and 4) result in no reduction of water

temperature, while the other two (Measures 2 and 3) have limited spatial and temporal benefits, with no tangible benefits to the trout habitat; thus, implementing them provides no value.

Measures 1 and 4 are based on the incorrect assumption that the LLOs at Rock Creek and Cresta dams release cooler water. The LLOs do not access a cooler pool of water because the reservoirs above these dams are not thermally stratified. Additionally, the LLOs have a limited capacity (< 150 cfs) and any additional flow requirements above that are met via the radial gates on each dam, which can only access the uppermost (and warmest) portions of the reservoir. Therefore, introducing higher MIFs does not lower water temperatures. At most, higher flows could result in less thermal loading, which was not observed to be the case in the Rock Creek and Cresta reaches.

The preferential release of flows from the Caribou 1 Powerhouse (IWTCM 2) can sometimes provide 2–4 days of suppressed water temperature early in the summer, before high water temperatures dominate for a period of 6–8 weeks. However, this temperature suppression is not guaranteed because high air temperatures during this period of Caribou releases can overwhelm any cooling. Therefore, no obvious biological benefit to trout population in the Rock Creek and Cresta reaches occurs as a result of implementing Measures 1 and 4.

The implementation of IWTCM 3 has shown that the potential exists for the approximately 0.8-mile-long lower section of the Rock Creek Reach to remain below 20°C, but that depends on the continuous operation of Bucks Creek Powerhouse during the summer months, which is not always feasible because of geographic and operational constraints that limit access and maintenance to the summer months.

All additional information corroborates the conclusions presented in the 2005 Informational Report that no reasonable measures exist to maintain water temperatures at or below 20°C in the Rock Creek and Cresta reaches.

The goal in the RCC SA to maintain temperatures below 20°C is an arbitrary, negotiated metric. There is no scientific consensus on the optimum temperature for trout populations. Further, there is no water quality objective in the Basin Plan that supports or requires attainment of water temperature in the Rock Creek and Cresta reaches below 20°C. The Rationale Report for the Rock Creek-Cresta Relicensing Settlement Agreement (Rationale Document) is inconclusive on preferred temperatures for trout. Some appendices in the Rationale Document suggest that trout are capable of acclimating to temperatures as high as 24°C (PG&E et al. 2000b). The trout population in the East Branch of the NFFR, which is much warmer than the RCC Project reaches during the summer, corroborates these studies. Over the last 20 years biological monitoring and anecdotal observations indicate that there is no physiological stress to fish populations in the Rock Creek and Cresta reaches, suggesting that the current temperature regime is not impacting the cold-water fishery (PG&E 2021). The current stable populations of cold-water and warmwater fish in the reaches suggests that this section of the NFFR may not be classified

accurately to reflect existing conditions and should be reclassified as a transitional zone that supports both a warm and cold-water fishery.

## 8. RECOMMENDATIONS

Given the exhaustive list of potential water temperature reduction measures that the ERC, the SWRCB, and PG&E have identified, vetted, and found to be ineffective, and given the conclusion from multiple evaluations that most measures are often associated with potential negative ecological impacts to Lake Almanor and Butt Valley Reservoir, PG&E strongly recommends investing no additional efforts or customer resources to contain water temperatures at or below 20°C in the Rock Creek and Cresta reaches.

The past four decades has demonstrated the futility of efforts to control water temperature in the RCC Project reaches, at considerable expense to PG&E's customers. The failure of all the measures analyzed and the ineffectiveness of the IWTCMs strongly suggests that natural environment factors prevalent in the system (e.g., ambient air temperatures and seasonal sun exposure) are responsible for the observed water temperatures in the Rock Creek and Cresta reaches.

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# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1  
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November 8, 2022

## VIA ELECTRONIC SUBMITTAL

[COMM@pge.com](mailto:COMM@pge.com)  
[JMW3@pge.com](mailto:JMW3@pge.com)

Pacific Gas and Electric (PG&E) Company  
Power Generation  
Janet Walther  
12840 Bill Clark Way  
Auburn, CA 95602

**RE: Plumas County Comments  
Rock Creek-Cresta Project (FERC No. 1962)  
License Condition No. 4.D Additional Reasonable Water Temperature Control  
Measures Report (DRAFT October 2022)**

Dear Ms. Walther,

Plumas County (Plumas) appreciates the opportunity to provide comments on the DRAFT October 2022 License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report (Report).

Plumas recognizes PG&E drafted the Report pursuant to Article 401 and Forest Service Condition No. 4.D from the Appendix of the Order Approving Settlement and Issuing New License for the Rock Creek-Cresta Project (FERC No. 1962) on October 24, 2001, as well as ordering paragraph (D) of FERC's February 28, 2003 Order Modifying and Approving Water Temperature Monitoring Plan Under Article 401. As stated in the May 18, 2021, letter from FERC to PG&E, the Report "is required to evaluate whether mean daily water temperatures of 20 degrees Celsius (°C) or less have been or will be achieved within the Rock Creek and Cresta reaches, and if not, whether additional reasonable water temperature control measures are available." Further, the Report "is required to include recommendations for the implementation of any such measures."

Plumas, as a consulting member of the Rock Creek-Cresta (RCC) Ecological Resources Committee (ERC), beginning in early 2021, has participated in numerous RCC ERC meetings to discuss PG&E's Plan and Schedule to prepare the draft Report. All the while, Plumas understands PG&E has continued to implement the Interim Temperature Control Measures Plan (April 30, 2012) (Interim Plan), and will do so, until such time the final Report is completed and filed with FERC, which is scheduled to occur by December 31, 2022.

**Plumas submits the following formal comments in response to the DRAFT October 2022 Report:**

1. Plumas recognizes the Executive Summary of the DRAFT Report concludes that “no reasonable control measures are available...” and that “PG&E recommends ceasing implementation of the interim water temperature control measures and investing no further effort or resources to address this objective.” Plumas does not disagree and does not support in any way water temperature control measures that are scientifically unproven or have the potential to negatively impact ecological life and/or significantly diminish aquatic resources, including the cold freshwater habitat and fisheries and recreational and economic values of Lake Almanor and Butt Valley Reservoir. Moreover, Plumas emphatically rejects any water temperature control measure alternatives that would involve capital projects such as the use of thermal curtains or other means or modifications at the Prattville intake structure or increasing the magnitude of seasonal water releases using the low-level gates in the Canyon Dam outlet structure and any changes to project operations on the Upper North Fork Feather River (UNFFR) FERC Project No. 2105.
2. Appendix A to the Rock Creek-Cresta Relicensing Settlement Agreement, dated December 6, 2020, provides the Water Temperature Requirement, as follows: “In order to reasonably protect cold freshwater habitat, Licensee shall maintain mean daily water temperatures of 20 degrees Celsius or less in the Rock Creek and Cresta Reaches, to the extent that Licensee can reasonably control such temperatures.” Throughout the DRAFT Report, Plumas notes the word “contain” or a form thereof is used instead of the word “maintain” and suggests tying the language directly and accurately to the Water Temperature Requirement. Additionally, the Water Temperature Requirement states, “mean daily water temperatures” and Plumas notes this phrase is also sometimes mischaracterized in the DRAFT Report.
3. Plumas notes the last sentence of the first paragraph in the Executive Summary, as follows: “The purpose of achieving a mean daily water temperature of 20°C or less is to enhance cold-water fish habitat, primarily for trout.” Although, the Water Temperature Requirement reads: “In order to reasonably protect cold freshwater habitat.”

In closing, the Plumas County Board of Supervisors holds firm on the County’s position on no adverse effects on beneficial uses for areas within FERC Project No. 2105 and No. 1962 including, but not limited to, Lake Almanor, Seneca Reach, Canyon Dam, Prattville Intake, Butt Valley Reservoir, Caribou 1 and Caribou 2 Powerhouses, Rock Creek Reach, Cresta Reach, and the North Fork Feather River. Plumas reiterates beneficial uses of greatest importance to the County include cold freshwater habitat, fisheries, wildlife habitat, and recreation and that the interests of the Plumas County rest in improving water quality and forest health, advancing the quality of life for residents, increasing economic prosperity, supporting tourism and local businesses, preserving property values, and maintaining access to recreational amenities.

Sincerely,

Kevin Goss  
Chair, Board of Supervisors

cc: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission  
Doug LaMalfa, Congressional District 1  
Brian Dahle, Senate District 1  
Megan Dahle, Assembly District 1  
Board of Supervisors, Plumas  
Gretchen Stuhr, County Counsel



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Chair to sign consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; discussion and possible action

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**Recommendation**

Authorize the Chair to sign a consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program

**Background and Discussion**

With the enactment of Senate Bill (SB) 156 in July 2021, six billion dollars (\$6,000,000,000) was allocated to CPUC for broadband deployment across four program areas, including the Local Agency Technical Assistance (LATA) Fund (\$50 Million) provided to eligible local agencies (including counties).

By direction of the Board of Supervisors on August 16, 2022, Plumas applied for \$500,000 in LATA grant funding. No local match was required.

The scope of work for the Plumas LATA planning application is to cover 100% of pre-deployment project costs that advance the deployment of open access public broadband infrastructure via construction-ready high- and low-level network designs, including a feasibility study for broadband service 'gaps' to identify the unserved and underserved areas of the County currently not covered or partially covered by existing broadband service providers.

On October 17, 2022, the California Public Utilities Commission (CPUC) sent Plumas an award letter (see attachment) stating: Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Plumas's application for Local Agency Technical Assistance grant funding for County of Plumas Broadband Network Design in the amount of up to \$500,000.00 has been approved.

Once approved, Plumas has 30 days to accept the grant. If not accepted within 30 days, it is deemed not approved and the award is void.

A Consent Form (see attachment) binds Plumas County to the terms of the LATA grant funding and a State of California Government Agency Tax Payer ID Form for tax reporting purposes must be submitted. The Consent Form is approved as to form by County Counsel and ready to execute. Planning Department staff will prepare and submit the State of California Government Agency Tax Payer ID Form with the grant acceptance transmittal.

The next step is to execute a Memorandum of Understanding (MOU) with the Golden State Connect Authority (GSCA) for the management of the grant and project development. GSCA will then contract with two professional firms (Tilson Technology and UTOPIA Fiber) for the development of the individual Plumas County network designs, oversee the development of work product, manage the grant cash flow, and provide required grant reports to Plumas for timely submittal to and reimbursement from CPUC. Planning Department staff will be back before the Board of Supervisors in December 2022 with the GSCA MOU and associated contractual

documents for consideration and execution.

**Action:**

Approve and authorize Chair to sign consent form acknowledging and accepting the terms of the CPUC LATA Program

**Attachments:**

1. County of Plumas LATA Award Letter 10.17.22
2. County of Plumas LATA Consent Form 11.8.22



**PUBLIC UTILITIES COMMISSION**  
**STATE OF CALIFORNIA**  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

October 17, 2022

Tracey Ferguson  
[traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com)  
County of Plumas Broadband Network Design

Dear Tracey Ferguson,

Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Plumas's application for Local Agency Technical Assistance grant funding for County of Plumas Broadband Network Design in the amount of up to \$500,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received in our August 2022 application window and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the County of Plumas' agreement to provide technical assistance as detailed in its application. In its application, the County of Plumas agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A [Consent Form](#) binding your organization to the terms of the grant and 2. A State of California [Government Agency Tax Payer ID Form](#) for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to [John Baker](mailto:John.Baker@cpuc.ca.gov) ([john.baker@cpuc.ca.gov](mailto:John.Baker@cpuc.ca.gov)). and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Osborn".

Robert Osborn  
Director  
Communications Division

**ATTACHMENT 1****Requirements**

The grant award is predicated on the County of Plumas's agreement to provide technical assistance as detailed in its application. In its application, the County of Plumas agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

**Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.

- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include and a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

### **Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon

request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

### **Execution and Performance**

The County of Plumas must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The County of Plumas must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The County of Plumas must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

**Attachment 2**

## Local Agency Broadband Technical Assistance

### Reporting Requirements and Guidelines

Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued [Decision \(D.\) 22-02-026](#) establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

#### *Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

#### *Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - Fiber
  - Coaxial Cable
  - Terrestrial Fixed Wireless
  - Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

- Residential locations
- Business connections
- Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

### Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026

April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

### Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).

These requirements, in spreadsheet format, are available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf>

**California Public Utilities Commission  
Local Agency Technical Assistance Program**

**CONSENT FORM  
Acknowledgement and Acceptance of Terms**

Applicant Name: County of Plumas

Key Project Contact: Tracey Ferguson, Planning Director

Telephone Number: 530-283-6214

Email Address: traceyferguson@countyofplumas.com

The Grantee identified above acknowledges receipt of the California Public Utilities Commission Award Letter Dated October 17, 2022 and agrees to comply with all grant terms, conditions, and requirements set forth in the Approval Letter including those in the Local Agency Technical Assistance Rules.

Undersigned representative of the County of Plumas is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Award Letter.

Dated this **8th day of NOVEMBER, 2022.**

Signature of Local Agency:

---

Title: Chair of the Board of Supervisors

Printed Name: Kevin Goss

Organization or Name of Local Agency: County of Plumas

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

Plumas County Board of Supervisors  
c/o Clerk of the Board  
520 Main Street, Room 309  
Quincy, CA 95971

Telephone Number: 530-283-6170

Email Address: kevin.goss4district2@gmail.com



**PLUMAS COUNTY  
AUDITOR-CONTROLLER  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Martee Nieman (Graham), Acting Auditor

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments; discussion and possible action. **Four/ fifths roll call vote**

---

**Recommendation**

Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments.

**Background and Discussion**

The Auditor/ Controller has reviewed and approved the attached budget transfers for the fiscal year 21/22 51XXX accounts for wages and benefits. The transfers will be posted in period 12 of fiscal year 21/22 upon approval from the Honorable Board of Supervisors.

**Action:**

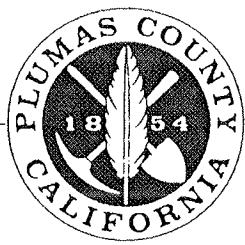
Authorize the auditor/ Controller to complete budget transfers as submitted.

**Attachments:**

1. FY 21-22 Budget Transfers

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442  
MARTEE GRAHAM • AUDITOR / CONTROLLER



Date: 11/02/2022

To: Honorable Board of Supervisors

From: Martee Graham, Auditor Controller

Subject: Fiscal Year 21/22 Budget Transfers

---

**Recommendation:**

Approve and authorize the Auditor/Controller to complete budget transfers for fiscal year 21/22 transferring to/from 51XXX accounts to clear up negative wages and benefits varies departments.

**Background:**

The Auditor controller has reviewed and approved the attached budget transfers for the fiscal year 21/22 51xxx accounts for wages and benefits. The transfers will be posted in period 12 of fiscal year 21/22 upon approval from the Honorable Board of Supervisor.

Respectfully submitted,

*Martee Graham*

Plumas County Auditor/Controller  
Phone (530)283-6249 Fax (530) 283-6442



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) SUPPLEMENTAL BUDGET REQUEST TO USE DISASTER RECOVERY FUNDS RECEIVED TO OFFSET DISASTER COSTS AND OTHER SHORTAGE

B) DISASTER FUNDS RECEIVED TO OFFSET DISASTER COSTS

C) CLEAN UP OF NEGATIVE BUDGETS FOR FY 21/22

D) DISASTER FUNDS RECEIVED FOR EXPENSES RELATED TO RESPONDING TO WILDFIRES

Approved by Department Signing Authority: Ron Dowery

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: Mark H

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.

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

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

Department: COURT SECURITY

Dept. No: 70387

Date 9/8/2022

The reason for this request is (check one):

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

### Approval Required

## Board

## Board

## Board

### Auditor

### Auditor

TRANSFER FROM OR

## SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO QR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

**TRANSFER TO:**  (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) FY 21/22 BUDGET CLEAN UP - TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES WERE LESS THAN BUDGETED

C) BUDGET CLEAN UP TO CORRECT NEGATIVE ACCOUNTS

D) N/A

Approved by Department Signing Authority: Ron Dowey

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Markel

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

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

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

Initials \_\_\_\_\_

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

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

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

FY21/22

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

Department: Facility Services      Dept. No: 20120      Date: 11/2/2022

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

Board  
Board  
Board  
Auditor  
Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO EXISTING BUDGET  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) SUPPLEMENTAL BUDGET REQUEST TO USE DISASTER RECOVERY FUNDS RECEIVED TO OFFSET DISASTER COSTS AND OTHER SHORTAGE

B) DISASTER FUNDS RECEIVED TO OFFSET DISASTER COSTS

C) CLEAN UP OF NEGATIVE BUDGETS FOR FY 21/22

D) DISASTER FUNDS RECEIVED FOR EXPENSES RELATED TO RESPONDING TO WILDFIRES

Approved by Department Signing Authority:

Ron Dowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Maileth

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

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

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

#### INSTRUCTIONS:

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

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

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

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

Department: JAIL

Dept. No: 70380

Date

9/8/2022

The reason for this request is (check one):

A.  Transfer to/from Contingencies OR between Departments

B.  Supplemental Budgets (including budget reductions)

C.  Transfers to/from or new Fixed Asset, within a 51XXX

D.  Transfer within Department, except fixed assets

E.  Establish any new account except fixed assets

### **Approval Required**

### Board

## Board

## Board

### Auditor

### Auditor

TRANSFER FROM OR

## SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

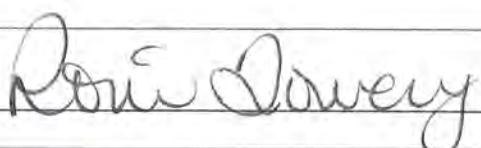
A) FY 21/22 BUDGET CLEAN UP - TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES WERE LESS THAN BUDGETED

C) BUDGET CLEAN UP TO CORRECT NEGATIVE ACCOUNTS

D) N/A

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

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

Sheriff  
~OPY

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

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

Department: SHERIFF      Dept. No: 70330      Date 11/2/2022

The reason for this request is (check one):		Approval Required
A.	<input type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR  SUPPLEMENTAL  
(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.

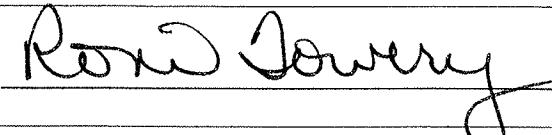
A) SUPPLEMENTAL BUDGET REQUEST TO USE DISASTER RECOVERY FUNDS RECEIVED TO OFFSET DISASTER COSTS AND OTHER SHORTAGE

B) DISASTER FUNDS RECEIVED TO OFFSET DISASTER COSTS

C) CLEAN UP OF NEGATIVE BUDGETS FOR FY 21/22

D) DISASTER FUNDS RECEIVED FOR EXPENSES RELATED TO RESPONDING TO WILDFIRES

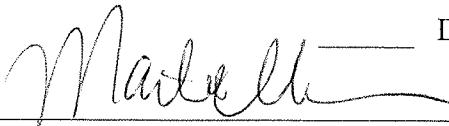
Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



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

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

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

#### INSTRUCTIONS:

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

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

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

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

**FY 21/22**

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

Department: AB109 - SHERIFF

Dept. No: 70362

Date 9/8/2022

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

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

TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

Pes  
perini

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

Supplemental budget requests require Auditor/Controller's signature

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A) FY 21/22 BUDGET CLEAN UP - TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES WERE LESS THAN BUDGETED

C) BUDGET CLEAN UP TO CORRECT NEGATIVE ACCOUNTS

D) N/A

Approved by Department Signing Authority: Ron Dowey

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Marty Hart

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

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

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

Initials \_\_\_\_\_

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

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



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Todd Johns, Sheriff

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; discussion and possible action. Four/ fifths roll call vote

---

**Recommendation**

Approve and authorize the Sheriff to authorize cell phone allowances for the staff under his command.

**Background and Discussion**

Emergency and first responders rely on cell phone communication on a regular basis. The frequent need to be able to contact staff, supervisors, dispatch and the correctional facility occurs daily, and sometimes hourly.

There is also the need to use cell phones to relay classified and confidential information that cannot be sent out over the radio to protect victims, witnesses, juveniles, etc.

This is an ongoing issue due to Covid, staffing issues, and other unforeseen events.

There are funds available within the budget to transfer in order to cover the costs related to this request.

**Action:**

Approve and authorize the Sheriff Department to provide cell phone allowance to staff under his command and approve supplemental budget transfer to fund requests.

**Attachments:**

1. Supplemental Budget Trans - Cell Phone allowance



# 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:** November 1, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of November 8, 2022

**It is recommended that the Board:**

Authorize the Sheriff, at his discretion, to authorize a cell phone allowance to the staff under his command.

**Background and Discussion:**

Emergency and first responders rely on cell phone communication on a regular basis. The frequent need to be able to contact staff, supervisors, dispatch and the correctional facility occur daily and sometimes hourly.

There is also the need to use cell phones to relay classified and confidential information that cannot be sent out over the radio to protect victims, witnesses, juveniles, etc.

This is an ongoing issue because of covid, staffing issues and other foreseen events.

There are funds available within the budgets to transfer to cover the costs related to this request. The proposed budget transfers are attached.

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

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

Department: SHERIFF

Dept. No: 70330

Date 11/2/2022

The reason for this request is (check one):

A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input checked="" 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

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

TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

TRANSFER TO OR  SUPPLEMENTAL  
(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) TRANSFER TO COVER ADDITIONAL CELL PHONE ALLOWANCES NOT IN ADOPTED BUDGET

B) CUSTODIAL SERVICES HAVE NOT YET BEEN HIRED/ADDITIONAL FUEL COSTS ARE BUDGETED IN OTHER FUNDS SHOULD THEY BE NEEDED

C) REQUEST TO INCUR COSTS THIS FY

D) N/A

Approved by Department Signing Authority:

Roni Dowen

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Montee Mihala

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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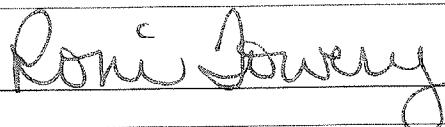
A) TRANSFER TO COVER ADDITIONAL CELL PHONE ALLOWANCES NOT IN ORIGINAL BUDGET

B) EXPENSES ARE LESS THAN ANTICIPATED

C) REQUEST TO INCUR COSTS THIS FY

D) N/A

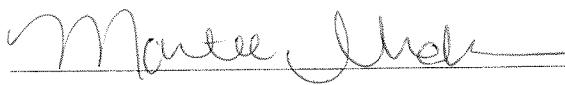
Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

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

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

Department: AB109 - SHERIFF

Dept. No: 70362

Date 11/2/2022

The reason for this request is (check one):

### Approval Required

A.  Transfer to/from Contingencies OR between Departments  
B.  Supplemental Budgets (including budget reductions)  
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D.  Transfer within Department, except fixed assets  
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(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
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A) TRANSFER TO COVER ADDITIONAL CELL PHONE ALLOWANCES NOT IN ADOPTED BUDGET

B) AB109 MEDICAL COSTS HAVE BEEN LOWER THAN BUDGETED

C) REQUEST TO INCUR COSTS THIS FY

D) N/A

Approved by Department Signing Authority:

Roni Dowdy

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature:

Monte Mather

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

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

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

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**PLUMAS COUNTY  
COUNTY COUNSEL  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

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

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action.

---

**Recommendation**

Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building

**Background and Discussion**

The Office of the County Counsel has operated out of the Courthouse for years (decades). However, over the course of this time we have run out of space to store files in our office. The few filing cabinets we currently have are full to capacity and though we try to clean them out yearly, we have run out of space to store our current, active files. Human Resources, County Counsel and Risk Management work closely together on many issues for the County. The three departments wish to collocate to the Old Probation Building (1446 E. Main Street) in East Quincy. This will make collaboration between our three offices even more efficient and allow for increased space for all three departments moving forward. The building currently has five offices, however, seven will be needed to meet confidentiality requirements. This can be achieved with a minor remodel by adding four walls to create two additional offices. This will allow County Counsel to have sufficient offices for our four staff members. Given the confidentiality of our work, some of which cannot be shared with any other department, County Counsel staff must have separate, locking offices.

Proposal: Attached is the estimate for the minor remodel to construct four walls, including electric and duct work. Also attached are two estimates for carpet cleaning. When CalOES was using the building, one of their employees brought his dogs to the office. The dogs, on several occasions, defecated in the floor, necessitating the cleaning of the carpets. Under the terms of the agreement with CalOES, this office believes we should be able to get reimbursement for the carpet cleaning from the State.

The total estimated cost for the minor remodel materials is \$3,631.08. Labor will be provided by the Facilities Department. The total permit cost is \$302.02. The estimated cost for the carpet cleaning is \$1,890.00, which should be reimbursed by the state under the terms of the lease agreement. Under the terms of the lease agreement with PG&E, the County received \$3,200 for rental income. This amount will be applied towards the cost of the minor remodel.

**Action:**

Authorize County Counsel to move forward with the minor remodel and carpet cleaning of 1446 E. Main Street building.

**Attachments:**

1. County Counsel



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

August 29, 2022

**INTEROFFICE MEMORANDUM**

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

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


**SUBJECT:** Authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street building

**Background:** The Office of the County Counsel has operated out of the Courthouse for years (decades). However, over the course of this time we have run out of space to store files in our office. The few filing cabinets we currently have are full to capacity and though we try to clean them out yearly, we have run out of space to store our current, active files. Human Resources, County Counsel and Risk Management work closely together on many issues for the County. The three departments wish to collocate to the Old Probation Building (1446 E. Main Street) in East Quincy. This will make collaboration between our three offices even more efficient and allow for increased space for all three departments moving forward. The building currently has five offices, however, seven will be needed to meet confidentiality requirements. This can be achieved with a minor remodel by adding four walls to create two additional offices. This will allow County Counsel to have sufficient offices for our four staff members. Given the confidentiality of our work, some of which cannot be shared with any other department, County Counsel staff must have separate, locking offices.

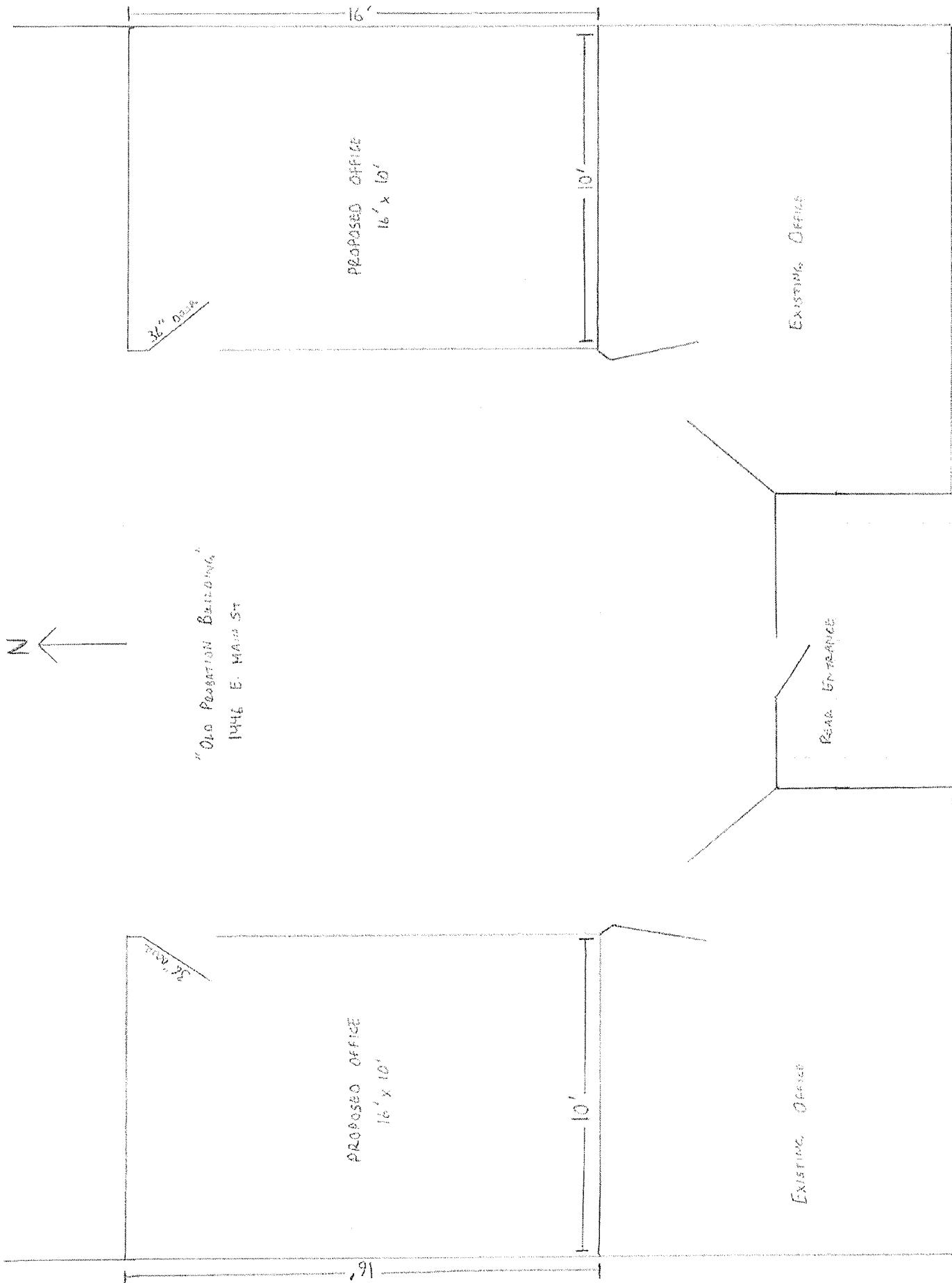
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the terms of the lease agreement. Under the terms of the lease agreement with PG&E, the County received \$3,200 for rental income. This amount will be applied towards the cost of the minor remodel.

**Action: Authorize County Counsel to move forward with the minor remodel and carpet cleaning of 1446 E. Main Street building.**

END OF MEMORANDUM



NBPFEE02  
PAGE NO: 1

Building Permit Fee Print

DATE: 08/10/2022  
TIME: 10:52:53

Permit: XX C/R: Contr:  
Stat: Xref: Sub:  
Rcvd: 08/10/2022 Time: Office: Exp:  
Iss: Time: Age: Closed:

Owner: Estimate calculation  
Site: Lot:

FeeCd	Modif	SF/Qty	Tp	Desc	Permit-Fee	SMIP-Val
5.0	NSR	160	S	OFFICE	151.01	0
5.0	NSR	160	S	OFFICE	151.01	0

the totals below may not be accumulated how you might expect

Total	Permit	PlanChk	Insp	Misc	SMIP	Impact	Value
302.02	302.02	118.98	183.04	.00	.00	.00	0

**MOUNTAIN BUILDING SUPPLY  
PO BOX 99  
1947 LEE ROAD  
QUINCY, CA 95971  
PHONE: (530) 283-0924**

PAGE NO 1

PLUMAS COUNTY FACILITY SERVICE  
198 ANDY'S WAY  
QUINCY CA 95971

CUST#: 1734  
TERMS: NET 10TH  
  
EXP. DATE: 8/10/22

DOC #: 949103  
DATE : 8/ 3/22 TIME : 3:01  
CLERK: JW TERM#551  
SLSPR: 04 JAMIE  
TAX : 001 CA SALES TAX

EST. #: 949103

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 \* ESTIMATE \*  
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\*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\*

(BRUCE ROBBINS )

TAXABLE	1219.37
NON-TAXABLE	0.00
SUBTOTAL	1219.37
<hr/>	
TAX AMOUNT	96.19
TOTAL AMOUNT	1315.56

Received By

**BOBS JANITORIAL & CARPET CLEANING**

135 Railway Ave Quincy Ca. 95971

**PHONE (530)-283-3737**

August 11, 2022

Plumas County  
Quincy Ca, 95971  
Attn: J.D. Moore

Re: Bid for Carpet Cleaning Old Probation Building

Carpet Cleaning ..... \$1890.00

Total ..... \$1890.00

----- Tim Ringo  
----- Bob's Janitorial Services

# Marty's CARPET CARE & REPAIR

700734

530-283-0423



Marty Smither  
P.O. Box 4295 Quincy Ca. 95971

CUSTOMER'S ORDER NO. 700734		DEPT. PC & S	DATE 8/16/92										
NAME:													
ADDRESS: 1346 East Main St													
CITY, STATE, ZIP Quincy Ca 95971													
SOLD BY:													
<table border="1"> <tr> <td>CASH</td> <td>C.O.D.</td> <td>CHARGE</td> <td>ON ACCT.</td> <td>PAID OUT</td> </tr> <tr> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </table>				CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT	✓	✓	✓	✓	✓
CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT									
✓	✓	✓	✓	✓									
QUANTITY	DESCRIPTION	PRICE	AMOUNT										
1	3650 Sq Ft												
2	Front Section of												
3	Building # Offices	\$ 1275.00											
4													
5													
6	1950 Sq Ft												
7	Front Section of												
8	Building	\$ 885.00											
9													
10													
11													
12													
13													
14													
15													
<i>Total</i>			\$ 1980.00										
RECEIVED BY:													



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Heidi White, Clerk of the Board

**MEETING DATE:** November 8, 2022

**SUBJECT:** Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 6, 2022

---

**Recommendation**

Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 6, 2022

**Background and Discussion**

**Action:**

Review Resolution No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires

**Attachments:**

1. Resolution No. 21-8609 - RATIFYING THE PLUMAS COUNTY HEALTH OFFICERS DECLARATION OF A LOCAL HEALTH EMERGENCY

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

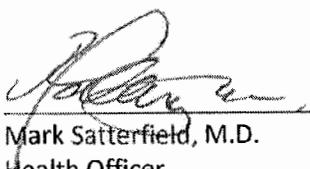
**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas