



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
APRIL 4, 2023 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.

**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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

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

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **B. MUNIS HR/PAYROLL MODULE UPDATE**

Report, and update, on Pentamation, Tyler/ Munis software migration and 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. AUDITOR - CONTROLLER**

- 1) Approve and authorize the Auditor/ Controller to allow Extra - Help Employees to work more than 29 hours per week. Not to exceed 1,560 hours per 12-month period of November 1st through October 31st. **View Item**

## **B. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Almanor Recreation and Park District for the 42nd Annual Chester 4<sup>th</sup> of July Fun Run, to be held on July 4, 2023 from 9:00 A.M. – 9:30 A.M. **View Item**
- 2) Approve and authorize the Chair to sign a letter supporting Nor-Cal EMS Board of Directors opposing AB 1168. **View Item**

## **C. CLERK OF THE BOARD**

- 1) Approve Board Minutes for March 2023. **View Item**

## **D. FAIR**

- 1) Request approval for exemption of the 29 hour per week limit for the seasonal Extra Help during fair time and adjacent months. **View Item**

## **E. INFORMATION TECHNOLOGY**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00; approved as to form by County Counsel. **View Item**
- 2) Authorize no contract payment of \$6,106.00 to Four J's for annual software maintenance and support; funds have been budgeted as part of the 2022/2023 I.T. budget. **View Item**

## **F. PROBATION DEPARTMENT**

- 1) Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Deputy Probation Officer position; vacancy due to resignation. **View Item**
- 2) Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to resignation. **View Item**
- 3) Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Administrative Assistant position; vacancy due to resignation. **View Item**

## **G. PUBLIC HEALTH**

- 1) Approve and authorize the Director of Public Health to recruit and fill (1) one extra-help assistant cook position for the Senior Services program at the Portola site. **View Item**

## **H. PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and InterMountain Disposal, to host the Tire Amnesty Day Event; not to exceed \$10, 000.00 (Costs reimbursed by CalTrans "Clean California Program"); approved as to form by county Counsel. **View Item**
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and ABS Builders, Inc., for repairs to the Chester Transfer Station; not to exceed \$36,688.00; approved as to form by County Counsel. **View Item**

### **3. FEATHER RIVER TOURISM ASSOCIATION**

- A. Receive the 2022 Annual report from Feather River Tourism Association per the Marketing District Management Plan dated October 6, 2020; and Approve and authorize a bridge loan of \$24,000.00 to cover late receipt of FRTA Assessments for Quarter 4 of 2022; discussion and possible action.  
**Roll call vote [View Item](#)**

### **4. DEPARTMENTAL MATTERS**

#### **A. AGRICULTURE WEIGHTS AND MEASURES** - Willo Vieira

- 1) Adopt **RESOLUTION** approving the execution of an Agreement between Plumas County Agricultural Department and the California Department of Food and Agriculture (CDFA) to reimburse the County to perform Exotic Pest Detection Trapping; in the Amount of \$7,857.00; and to authorize the Agricultural Commissioner to sign the Agreement on behalf of the Board of Supervisors; approved as to form by County Counsel; discussion and possible action.  
**Roll call vote [View Item](#)**
- 2) Approve and authorize the Agricultural Commissioner to adjust the Agricultural and Standards Technician's workweek to a (10) ten-hour, (4) four-day weekly schedule. This would be with the agreement of the affected employee and consistent with Personnel Rule 8.5; discussion and possible action. **[View Item](#)**

#### **B. BUILDING DEPARTMENT** - Charles White

- 1) Approve and authorize a supplemental budget request for an additional twenty-two thousand dollars (\$22,000.00) to be added to the Building Departments budget for FY 22/23, previously approved fifty thousand (\$50,000.00) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks for use by the Building Department and Code Enforcement Division; discussion and possible action. **Four/ fifth roll call vote [View Item](#)**
- 2) Approve and authorize the Director of Building Services to adjust the Chief Code Enforcement Officer's work schedule from eight hours per day, five days per week to ten hours per day, four days per week, from the first payroll date in April, to the first payroll date in October. The remaining months of the year would remain at eight hours per day, five days per week, in accordance with the current Building Department work schedule; discussion and possible action. **[View Item](#)**

#### **C. PROBATION** - Keevin Allred

- 1) Adopt **RESOLUTION** to establish 27 new Plumas County Probation Department Policies and Procedures through Lexipol; approved as to form by County Counsel; discussion and possible action. **Roll call vote [View Item](#)**

#### **D. PUBLIC WORKS** - John Mannle

- 1) Adopt **RESOLUTION**, Establishing the 2022 Plumas County Maintained Mileage; approved as to form by County Counsel; discussion and possible action. **Roll call vote [View Item](#)**

#### **E. SOCIAL SERVICES** - Neal Caiazzo

- 1) Adopt **RESOLUTION** approving the execution Grant Agreement between Plumas County Department of Social Services and the California Department of Aging to participate in the Access to Technology Grant Program, to provide technology to older adults and adults with disabilities who are engaged with departmental staff through the department's IHSS program; and authorize supplemental budget transfer of \$157,462.00 of unanticipated Grant funds from Social Services account 70590/ 44381 ATT Grant into Social Services account 70590/ 520206 Access to Technology; approved as to form by County Counsel; discussion and possible action.  
**Four/ fifth roll call vote [View Item](#)**

**F. TREASURER/ TAX COLLECTOR** - Julie White

- 1) Approve and authorize the Quincy Fire Protection District (QFPD) to withdraw funds from the County Treasury, and determine a mutually acceptable date of withdraw per Government Code 61053(d); (QFPD has approximately \$2.3 million in the Treasury); discussion and possible action. **View Item**

**G. HUMAN RESOURCES** - Nancy Selvage

- 1) Adopt a **RESOLUTION** to amend the Fiscal Year 2022-2023 pay schedule to increase the base wages to \$41.05 for the Plumas County Undersheriff; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- 2) Adopt a **RESOLUTION** to approve the updated Employee Background Investigation Policy per Internal Revenue Service (IRS) Publication 1075; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

**H. PLANNING** - Tracey Ferguson

- 1) Planning Director informational update on the release the Guidelines and Application for the Plumas County/City of Portola Economic Development (CDBG-CV2-3) Microenterprise Business Assistance and Recovery Loan Program pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act; discussion only **View Item**

**5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. Adopt **RESOLUTION** approving the applicant to apply for grant funds from the state of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds and appoints the County Administrative Officer as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- B. Approve an authorized Board Chair to ratify and sign an Agreement between the County Administrative Office and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance; effective January 1, 2023; not to exceed \$215,722.00; as approved to form by County Counsel; discussion and possible action. **View Item**
- C. **Continued from March 21, 2023:**  
Review proposal from the California State Association of Counties to use 1% of the Local Assistance and Tribal Consistency Fund (LATCF) allocated to Plumas County to fund the start-up of the National Center for Public Lands Counties. CAO recommendation that the Board approve the use of \$20,000.00 of the LATCF allocated to Plumas County to fund the start-up of the National Center for Public Lands Counties; discussion and possible action. **Four/ fifths roll call vote View Item**

**6. BOARD OF SUPERVISORS**

- A. Review the current state of the Museum Board Association; discussion and possible action.

**B. CORRESPONDENCE**

**C. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **7. CLOSED SESSION**

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

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- 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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. 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
- G. Conference with Legal Counsel: Claim against the County filed by Richard Joshua V. Sia on March 28, 2023.

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

## **8. ADJOURNMENT**

Adjourn meeting to Tuesday, April 11, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
AUDITOR-CONTROLLER  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Martee Nieman (Graham), Acting Auditor  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Auditor/ Controller to allow Extra - Help Employees to work more than 29 hours per week. Not to exceed 1,560 hours per 12-month period of November 1st through October 31st.

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**Recommendation**

Approve and authorize the Auditor/ Controller to allow Extra - Help Employees to work more than 29 hours per week. Not to exceed 1,560 hours per 12-month period of November 1st through October 31st.

**Background and Discussion**

The Auditor Controller employs extra help employees that are hired to help during vacancies created by resignations and illness in the department. The department has three permanent employees, including the Auditor Controller, and needs staff available to deal with the heavy daily workload. The Auditor Department is at a critical staffing level and currently the extra help employees are key to keeping the department running daily.

**Action:**

**Attachments:**

None



P.O. Box 325  
101 Meadowbrook Loop  
Chester, Ca. 96020  
530-258-2562  
[arpd01@frontier.com](mailto:arpd01@frontier.com)

March 16, 2023

Mr. Tom Mc Gowan  
Plumas County Board of Supervisors  
520 Main Street Room 309  
Quincy, Ca 95971

Re: Almanor Recreation and Park District 4<sup>th</sup> of July Fun Run 2023

Dear Supervisor Mc Gowan:

The Almanor Recreation and Park District (ARPD) is holding the 42<sup>nd</sup> Annual Chester 4<sup>th</sup> of July Fun Run on the morning of July 4, 2023 starting at 9 a.m. in Chester, Ca. The event will start on the Collins Pine lawn and proceed one mile down Main Street to the finish at the Bidwell House. Main Street will be closed to traffic from 9:00 a.m. to 9:30 a.m.

ARPD respectfully requests that the Plumas County Board of Supervisors provide a letter of support for this event. The letter should acknowledge that the Plumas County Board of Supervisors has been notified of the above captioned event and the Board of Supervisors has no objection to issuance of an encroachment permit by Caltrans.

If you have any questions, please contact me at (925) 765-3507. Thank you for your support!

Sincerely,

A handwritten signature in blue ink, which appears to read "Bob Burton". Below the signature is a blue dashed line.

Bob Burton

ARPD Board Member



# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
THOMAS MCGOWAN, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



April 4, 2023

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

Attention Permits Engineer

**Subject:**                    **Encroachment Permit Request**  
                                 **Almanor Recreation and Park District**  
                                 42<sup>ND</sup> Annual Chester 4<sup>th</sup> of July Fun Run  
                                 9:00 A.M. – 9:30 A.M., the morning of July 4, 2023  
                                 Chester, California

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

Sincerely,

Dwight Ceresola, Chair

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Kevin Goss, Supervisor - District 2  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Chair to sign a letter supporting Nor-Cal EMS Board of Directors opposing AB 1168.

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**Recommendation**

Nor-Cal EMS emailed a request for support in opposing AB 1168. If passed, the proposed amendment will result in statutory changes that will negatively impact the Local Emergency Medical Services Agencies authority and result in fragmentation of the EMS system.

**Background and Discussion**

Please see the attached proposed amendment as well as a Letter of Opposition from CSAC, Urban Counties, RCRC and CHEAC.

**Action:**

**Attachments:**

1. Amendments AB 1168 (Bennett)
2. 3-29 AB 1168 Bennett - Co Ltr - Assm Health ASB
3. Letter of Opposition to AB 1168

## AMENDMENTS TO ASSEMBLY BILL NO. 1168

## Amendment 1

In the title, in line 1, strike out “amend Section 70 of the Streets and Highways Code,”; strike out line 2 and insert:

add Sections 1797.11 and 1797.232 to the Health and Safety Code, relating to emergency medical services.

## Amendment 2

On page 1, before line 1, insert:

SECTION 1. Section 1797.11 is added to the Health and Safety Code, to read: 1797.11. The Legislature finds and declares all of the following:

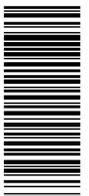
(a) Local governments’ provision, directly or by contract, administration, and regulation of prehospital emergency medical services (EMS) is a matter of public safety and critical to the public peace, health, and safety of the State of California. Recognizing that the state’s communities have diverse needs and resources, local control over the types, levels, and availability of these services is a longstanding tradition in California that the Legislature intends to retain.

(b) This division is designed to encourage coordination and planning among local governments in order to achieve the most effective prehospital EMS on a countywide or regionwide basis.

(c) One of the ways in which local governments coordinate, plan, and achieve the most effective countywide or regionwide EMS and leverage their combined resources to carry out their prescribed functions under this division is through agreements for the joint exercise of powers under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

(d) Achievement of the foregoing policies and the policies set forth in Sections 1797.1, 1797.2, 1797.5, and 1797.6 has been hindered, and the validity of existing and contemplated agreements for the joint exercise of powers regarding EMS has been called into question, by the holding of *City of Oxnard v. County of Ventura* (2021) 71 Cal.App.5th 1010, which states that a city was ineligible for, and could no longer exercise its statutory rights and obligations under, Section 1797.201 following the city’s entry into a written agreement with a county for the joint exercise of powers regarding prehospital EMS under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

(e) In enacting this section and Section 1797.232, it is the intent of the Legislature to clarify that a city’s or fire district’s entry into a written agreement with a county for the joint exercise of powers regarding prehospital EMS under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code does not make the city or fire district ineligible for Section 1797.201 or result in the transfer, termination, relinquishment, or extinguishment of that city’s or fire district’s authorities regarding, or administration of, prehospital EMS, under Section 1797.201, and to



abrogate any contrary holdings in *City of Oxnard v. County of Ventura* (2021) 71 Cal.App.5th 1010.

SEC. 2. Section 1797.232 is added to the Health and Safety Code, to read:

1797.232. (a) A city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services (EMS) and enters an agreement with a county for the joint exercise of powers under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code regarding prehospital EMS, shall be deemed to retain its authorities regarding, and administration of, the prehospital EMS pursuant to Section 1797.201.

(b) A city or fire district that contracted for or provided, as of June 1, 1980, prehospital EMS through an agreement with a county for the joint exercise of powers under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that ceased to contract for, provide, or administer prehospital EMS as a result of *City of Oxnard v. County of Ventura* (2021) 71 Cal.App.5th 1010, shall be deemed to retain its authorities regarding, and administration of, the prehospital EMS pursuant to Section 1797.201.

(c) A city or fire district that contracted for or provided, as of June 1, 1980, prehospital EMS, which contracts with a county to provide prehospital EMS in areas outside of that city or fire district pursuant to statute shall be deemed to retain its authorities regarding, and administration of, the prehospital EMS pursuant to Section 1797.201.

(d) If a city's or fire district's assertion of its authorities regarding, and administration of, the prehospital EMS pursuant to Section 1797.201 under subdivision (a) or (b) of this section causes a local EMS area to no longer satisfy the requirements for an exclusive operating area under Sections 1797.85 or 1797.224, all of the following shall apply:

(1) The local EMS agency shall provide a right of first refusal to the exclusive operating area's designated providers to continue providing services in a new exclusive operating area comprised of the remainder of the local EMS area outside of the city or fire district, which shall be deemed an exclusive operating area created without a competitive process under Sections 1797.85 or 1797.224.

(2) If the designated providers decline to continue services under paragraph (1), the county may provide prehospital EMS, including emergency ambulance services, in the remainder of the local EMS area on an exclusive or nonexclusive basis by any of the following service options:

(A) Creating a separate county department to provide such services.

(B) Assigning the duty of providing such services to the county fire department.

(C) Contracting with cities, districts, and other local agencies, including a city or fire district under subdivision (a) or (c), to provide such services.

(D) Contracting with private ambulance services to provide such services.

(3) If the county determines that the service options in paragraph (2) are not economically viable, then the city or fire district asserting its authorities regarding, and administration of, the prehospital EMS pursuant to Section 1797.201 under subdivision (a) or (b) of this section shall enter an agreement with the county to provide prehospital EMS, including emergency ambulance services, within the remainder of the local EMS area on an exclusive basis consistent with subdivision (e) of Section 14136 of the Welfare and Institutions Code.

(e) This section does not affect, modify, limit, or otherwise impair the medical control of the medical director of a local EMS agency granted under this division, including, but not limited to, Chapter 5 (commencing with Section 1798).

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Amendment 3

On page 1, strike out lines 1 to 10, inclusive, and strike out page 2

PROPOSED AMENDMENTS TO ASSEMBLY BILL NO. 1168

CALIFORNIA LEGISLATURE—2023—24 REGULAR SESSION

ASSEMBLY BILL

No. 1168

Introduced by Assembly Member Bennett

February 16, 2023



RN2311027

An act to ~~amend Section 70 of the Streets and Highways Code, relating to transportation.~~ *add Sections 1797.11 and 1797.232 to the Health and Safety Code, relating to emergency medical services.*

Amendment 1

LEGISLATIVE COUNSEL'S DIGEST

AB 1168, as introduced, Bennett. ~~California Transportation Commission.~~ *Emergency medical services (EMS): prehospital EMS.*

*Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, governs local emergency medical services (EMS) systems and authorizes each county to develop an EMS program and designate a local EMS agency. Existing law requires a county to enter into a written agreement with a city or fire district that contracted for or provided prehospital EMS as of June 1, 1980. Existing law requires, until that written agreement is reached, prehospital EMS to be continued at not less than the existing level and the administration of prehospital EMS by cities and fire districts contracting for or providing those services as of June 1, 1980, to be retained by those cities and fire districts.*

*This bill would require a city or fire district that contracted for or provided, as of June 1, 1980, prehospital EMS, to be deemed to retain its authorities regarding, and administration of, the prehospital EMS when a city or fire district enters into an agreement with a county for the joint exercise of powers regarding prehospital EMS, or that ceased to contract for, provide, or administer prehospital EMS as a result of*

*a judicial finding, as specified, or that contracts with a county to provide prehospital EMS in areas outside of that city or fire district pursuant to statute. The bill would state the Legislature’s intent that a city’s or fire district’s entry into a written agreement with a county for the joint exercise of powers regarding prehospital EMS, as described, does not make the city or fire district ineligible to contract with a county, as described above, or result in the transfer, termination, relinquishment, or extinguishment of that city’s or fire district’s authorities regarding, or administration of, prehospital EMS, and to abrogate contrary judicial holdings.*

*Existing law defines “exclusive operating area” as an EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers, as specified. Existing law authorizes a local EMS agency to create one or more exclusive operating areas in the development of a local plan if a competitive process is utilized to select the provider or providers of the services pursuant to the plan.*

*This bill would require the local EMS agency, if a city’s or fire district’s assertion of its authorities regarding, and administration of, the prehospital EMS causes a local EMS area to no longer satisfy the requirements for an exclusive operating area as mentioned above, to provide a right of first refusal to the exclusive operating area’s designated providers to continue providing services in a new exclusive operating area comprised of the remainder of the local EMS area outside of the city or fire district, which would be deemed an exclusive operating area created without a competitive process. The bill would authorize the county to provide prehospital EMS, including emergency ambulance services, as specified, in the remainder of the local EMS area on an exclusive or nonexclusive basis if the designated providers decline to continue services. The bill would require the city or fire district asserting its authorities regarding, and administration of, the prehospital EMS to enter into an agreement with the county to provide prehospital EMS, including emergency ambulance services, within the remainder of the local EMS area on an exclusive basis, as specified, if the county determines that the service options mentioned above are not economically viable. By creating new duties for local EMS agencies, the bill would impose a state-mandated local program.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state.*

Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law establishes the California Transportation Commission and vests the commission with certain powers, purposes, and responsibilities.~~

~~This bill would make nonsubstantive changes to these provisions.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~yes.  
State-mandated local program: ~~no~~yes.

*The people of the State of California do enact as follows:*

- + SECTION 1. Section 1797.11 is added to the Health and Safety Code, to read:
- + 1797.11. The Legislature finds and declares all of the following:
- + (a) Local governments' provision, directly or by contract, administration, and regulation of prehospital emergency medical services (EMS) is a matter of public safety and critical to the public peace, health, and safety of the State of California. Recognizing that the state's communities have diverse needs and resources, local control over the types, levels, and availability of these services is a longstanding tradition in California that the Legislature intends to retain.
- + (b) This division is designed to encourage coordination and planning among local governments in order to achieve the most effective prehospital EMS on a countywide or regionwide basis.
- + (c) One of the ways in which local governments coordinate, plan, and achieve the most effective countywide or regionwide EMS and leverage their combined resources to carry out their prescribed functions under this division is through agreements for the joint exercise of powers under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- + (d) Achievement of the foregoing policies and the policies set forth in Sections 1797.1, 1797.2, 1797.5, and 1797.6 has been hindered, and the validity of existing and contemplated agreements for the joint exercise of powers regarding EMS has been called

**Amendment 2**

+ into question, by the holding of *City of Oxnard v. County of Ventura*  
+ (2021) 71 Cal.App.5th 1010, which states that a city was ineligible  
+ for, and could no longer exercise its statutory rights and  
+ obligations under, Section 1797.201 following the city’s entry into  
+ a written agreement with a county for the joint exercise of powers  
+ regarding prehospital EMS under Chapter 5 (commencing with  
+ Section 6500) of Division 7 of Title 1 of the Government Code.

+ (e) In enacting this section and Section 1797.232, it is the intent  
+ of the Legislature to clarify that a city’s or fire district’s entry into  
+ a written agreement with a county for the joint exercise of powers  
+ regarding prehospital EMS under Chapter 5 (commencing with  
+ Section 6500) of Division 7 of Title 1 of the Government Code  
+ does not make the city or fire district ineligible for Section  
+ 1797.201 or result in the transfer, termination, relinquishment, or  
+ extinguishment of that city’s or fire district’s authorities regarding,  
+ or administration of, prehospital EMS, under Section 1797.201,  
+ and to abrogate any contrary holdings in *City of Oxnard v. County*  
+ *of Ventura* (2021) 71 Cal.App.5th 1010.

+ SEC. 2. Section 1797.232 is added to the Health and Safety  
+ Code, to read:

+ 1797.232. (a) A city or fire district that contracted for or  
+ provided, as of June 1, 1980, prehospital emergency medical  
+ services (EMS) and enters an agreement with a county for the joint  
+ exercise of powers under Chapter 5 (commencing with Section  
+ 6500) of Division 7 of Title 1 of the Government Code regarding  
+ prehospital EMS, shall be deemed to retain its authorities  
+ regarding, and administration of, the prehospital EMS pursuant  
+ to Section 1797.201.

+ (b) A city or fire district that contracted for or provided, as of  
+ June 1, 1980, prehospital EMS through an agreement with a county  
+ for the joint exercise of powers under Chapter 5 (commencing  
+ with Section 6500) of Division 7 of Title 1 of the Government Code  
+ that ceased to contract for, provide, or administer prehospital  
+ EMS as a result of *City of Oxnard v. County of Ventura* (2021) 71  
+ Cal.App.5th 1010, shall be deemed to retain its authorities  
+ regarding, and administration of, the prehospital EMS pursuant  
+ to Section 1797.201.

+ (c) A city or fire district that contracted for or provided, as of  
+ June 1, 1980, prehospital EMS, which contracts with a county to  
+ provide prehospital EMS in areas outside of that city or fire district

+ pursuant to statute shall be deemed to retain its authorities  
+ regarding, and administration of, the prehospital EMS pursuant  
+ to Section 1797.201.

+ (d) If a city's or fire district's assertion of its authorities  
+ regarding, and administration of, the prehospital EMS pursuant  
+ to Section 1797.201 under subdivision (a) or (b) of this section  
+ causes a local EMS area to no longer satisfy the requirements for  
+ an exclusive operating area under Sections 1797.85 or 1797.224,  
+ all of the following shall apply:

+ (1) The local EMS agency shall provide a right of first refusal  
+ to the exclusive operating area's designated providers to continue  
+ providing services in a new exclusive operating area comprised  
+ of the remainder of the local EMS area outside of the city or fire  
+ district, which shall be deemed an exclusive operating area created  
+ without a competitive process under Sections 1797.85 or 1797.224.

+ (2) If the designated providers decline to continue services under  
+ paragraph (1), the county may provide prehospital EMS, including  
+ emergency ambulance services, in the remainder of the local EMS  
+ area on an exclusive or nonexclusive basis by any of the following  
+ service options:

+ (A) Creating a separate county department to provide such  
+ services.

+ (B) Assigning the duty of providing such services to the county  
+ fire department.

+ (C) Contracting with cities, districts, and other local agencies,  
+ including a city or fire district under subdivision (a) or (c), to  
+ provide such services.

+ (D) Contracting with private ambulance services to provide  
+ such services.

+ (3) If the county determines that the service options in paragraph  
+ (2) are not economically viable, then the city or fire district  
+ asserting its authorities regarding, and administration of, the  
+ prehospital EMS pursuant to Section 1797.201 under subdivision  
+ (a) or (b) of this section shall enter an agreement with the county  
+ to provide prehospital EMS, including emergency ambulance  
+ services, within the remainder of the local EMS area on an  
+ exclusive basis consistent with subdivision (e) of Section 14136 of  
+ the Welfare and Institutions Code.

+ (e) This section does not affect, modify, limit, or otherwise  
+ impair the medical control of the medical director of a local EMS

+ agency granted under this division, including, but not limited to,  
+ Chapter 5 (commencing with Section 1798).  
+ SEC. 3. If the Commission on State Mandates determines that  
+ this act contains costs mandated by the state, reimbursement to  
+ local agencies and school districts for those costs shall be made  
+ pursuant to Part 7 (commencing with Section 17500) of Division  
+ 4 of Title 2 of the Government Code.

Page 1

1 SECTION 1. ~~Section 70 of the Streets and Highways Code is~~  
2 ~~amended to read:~~

3 ~~70. (a) The California Highway Commission is hereby~~  
4 ~~abolished, and the California Transportation Commission succeeds~~  
5 ~~to, and is vested with, all the duties, powers, purposes,~~  
6 ~~responsibilities, and jurisdiction of the California Highway~~  
7 ~~Commission.~~

8 ~~(b) A reference in any law or regulation to the California~~  
9 ~~Highway Commission shall be deemed to refer to the California~~  
10 ~~Transportation Commission.~~

Page 2

1 ~~(c) The California Transportation Commission shall have the~~  
2 ~~possession and control of all licenses, permits, leases, agreements,~~  
3 ~~contracts, orders, claims, judgments, records, papers, equipment,~~  
4 ~~supplies, bonds, moneys, funds, appropriations, buildings, land,~~  
5 ~~and other property, real or personal, held for the benefit, use, or~~  
6 ~~obligation of the California Highway Commission.~~

Amendment 3



March 29, 2023

The Honorable Jim Wood  
Member, California State Assembly  
1020 N Street, Suite 390  
Sacramento, CA 95814

**Re: AB 1168 (Bennett): Emergency medical services (EMS): prehospital EMS  
As Amended March 16, 2023 – OPPOSE  
Set for Hearing on April 11, 2023 – Assembly Health Committee**

Dear Assembly Member Wood:

On behalf of the California State Association of Counties (CSAC), Urban Counties of California (UCC), Rural County Representatives of California (RCRC), the County Health Executives Association of California (CHEAC), and the Health Officers Association of California (HOAC), we write in OPPOSITION to AB 1168, authored by Assembly Member Steve Bennett. AB 1168 as recently amended seeks to overturn an extensive statutory and case law record that has repeatedly affirmed county responsibility for the administration of emergency medical services and with that, the flexibility to design systems to equitably serve residents throughout their jurisdiction.

With the passage of the Emergency Medical Services Act in 1980, California created a framework for a two-tiered system of EMS governance through both the state Emergency Medical Services Authority (EMSA) and LEMSAs. Counties are required by the EMS Act to create a local EMS system that is timely, safe, and equitable for all residents. To do so, counties honor .201 rights and contract with both public and private agencies to ensure coverage of underserved areas regardless of the challenges inherent in providing uniform services throughout geographically diverse areas.

AB 1168 seeks to abrogate unsuccessful legal action that attempted to argue an agency's .201 authorities – that is, the regulation that allows agencies which have continuously served a defined area since the 1980 EMS Act to continue serving that area as the sole provider. In the case of the City of Oxnard v. County of Ventura, the court determined that their case “would disrupt the status quo, impermissibly broaden Health and Safety Code section 1797.201’s exception in a fashion that would swallow the EMS Act itself, **fragment the long-integrated emergency medical system**, and undermine the purposes of the EMS Act.”

Counties are concerned with the legislative intent language in AB 1168, and we believe it distorts the findings in the City of Oxnard v. County of Ventura case. In addition, counties have identified the following concerns with AB 1168 below.

**Deeming of Section 1797.201 Entities**

AB 1168 would allow virtually any city or fire agency to deem themselves a .201 entity moving forward. As underscored in several court cases, the EMS Act intended Section 1797.201 to be “transitional” for cities and fire agencies that were providing EMS services on June 1, 1980, to do so until they ceded the

provision of those EMS services to the county through agreements. Section 1797.232, as drafted in AB 1168, would now allow any city or fire agency that has entered into an agreement with a county to now be “deemed” to retain its .201 authorities under three scenarios: those entering an agreement with a county (both previously and in perpetuity), those who entered a joint exercise of powers agreement (e.g.: Oxnard, where the court fundamentally disagreed the city was a .201 entity), and those that contract with a county outside its jurisdiction for EMS services. This creates a disorganized and potentially chaotic system where cities and fire agencies can enter and leave existing agreements at will, reversing the intent of the EMS Act, which was intended to organize a fragmented system.

### **Joint Powers Agreements**

We understand proponents argue that many fire agencies may be reluctant to enter into joint powers agreements (JPAs) for fear of losing their .201 administrative responsibilities; however, in practice, many fire agencies are part of JPAs and still retain their .201 authority. Nothing would preclude a JPA agreement from ensuring those administrative responsibilities could be maintained in the context of the JPA. When asked how many fire agencies may be reluctant to join a JPA for this reason, proponents could only name one with certainty. This bill, in seeking to address a narrow concern, creates considerable disruption for the entire statewide EMS system.

### **Muddled Ambulance Contracting Process**

AB 1168 also creates a convoluted process for counties to navigate to ensure EMS services throughout the entire jurisdiction. In the case of the City of Oxnard, if the city is now allowed to retain .201 authorities a court determined they never had, the neighboring city of Port Hueneme would be left without ambulance service as the City of Oxnard would only provide services within their city boundaries. Ventura County would then be forced to allow Oxnard to bid on the services, and if the city refuses to then try and secure services through several options that are likely disruptive, inequitable, and expensive. While we appreciate counties being allowed to determine the economic viability of providing services set forth by this process, the bill would then mandate the city or fire agency to provide EMS services to the entire operating area. This bill would disrupt established agreements and services with the potential outcome of having to mandate an entity that may not be best suited or interested in serving the entire operating area.

AB 1168, as noted, undoes years of litigation and agreements between cities and counties regarding the provision of emergency medical services and as drafted causes a great deal of uncertainty for counties who are the responsible local government entity for providing equitable emergency medical services for all of their residents. As drafted, cities and fire districts could opt to back out of longstanding agreements with counties; counties would then be forced to open up already complex ambulance contracting processes while scrambling to provide continued services to impacted residents. Unfortunately, this measure creates a system where there will be haves and have nots – well-resourced cities or districts will be able to provide robust services whereas disadvantaged communities, with a less robust tax base, will have a patchwork of providers – the very problem the EMS Act, passed over 40 years ago, intended to resolve.

Our respective members are deeply alarmed by AB 1168 and the effort by the bill’s sponsors to dismantle state statute, regulations, and an extensive body of case law regarding the local oversight and provision of emergency medical services in California. This bill creates fragmented and inequitable EMS medical services statewide. For these reasons, the undersigned representatives of our organizations strongly OPPOSE AB 1168.

Thank you,

*As Signed By*

Jolie Onodera  
Senior Legislative Advocate  
California State Association of Counties  
(CSAC)

*As Signed By*

Kelly Brooks-Lindsey  
Urban Counties of California (UCC)

*As Signed By*

Sarah Dukett  
Legislative Advocate  
Rural County Representatives of California  
(RCRC)

*As Signed By*

Michelle Gibbons  
Executive Director  
County Health Executives Association of  
California (CHEAC)

cc: The Honorable Steve Bennett, Member, California State Assembly  
Honorable Members, Assembly Health Committee  
Lara Flynn, Principal Consultant, Assembly Health Committee  
Gino Folchi, Consultant, Assembly Republican Caucus  
Angela Pontes, Deputy Legislative Secretary, Office of Governor Newsom  
Samantha Lui, Deputy Secretary, Legislative Affairs, California Health and Human Services  
Agency  
Brendan McCarthy, Deputy Secretary for Program and Fiscal Affairs, California Health and  
Human Services Agency  
Julie Souliere, Assistant Secretary, Office of Program and Fiscal Affairs, California Health and  
Human Services Department

The \_\_\_\_\_ County Board of Supervisors strongly oppose AB 1168, authored by Assembly Member Bennett. Local Emergency Medical Services Agencies (LEMSAs) ensure the high quality, safe, and equitable delivery of emergency medical services (EMS) care to all California's residents and visitors. This safe and equitable care is made possible by the ability of counties to organize EMS response according to local needs and provide a coordinated system prescribed by the intent and language of the EMS Act.

AB 1168 will undo decades of progress in the provision of coordinated delivery of local EMS systems and reverse over 40 years of state and local EMS system planning by abrogating holdings contrary to case law supporting 1797.201 (City of Oxnard v. Ventura (2021) 71 Cal.App.5th 1010). In short, AB 1168 allows for fragmentation of existing EMS systems which is antithetical to the legislature's intent (of the EMS act) to create a two-tiered system of EMS governance at state and county levels providing for the coordination of EMS at State and County levels.

#### **Legislative Fix to a Local Dispute**

AB 1168 seeks a legislative override to the court decision (Oxnard v. Ventura) upholding local challenges to 1797.201. This was a local dispute experienced in one county, by one fire agency. As written, this bill could be interpreted and used to break apart and effectively dismantle well established emergency ambulance response areas commonly known as Exclusive Operating Areas (EOA) across the State. Locally defined EOAs ensure EMS services are delivered in an equitable manner to all residents served in these areas. Simply put, organized EMS systems save lives, AB 1168 would allow these organized systems to be fractured.

#### **1797.201 Authorities Already Protected**

The bill's sponsor asserts AB 1168 is required to codify a city fire agency's or district's rights as outlined in 1797.201, if they entered into Joint Powers Agreement (JPA). We disagree. A number of fire agencies and districts have entered JPAs while retaining their 1797.201 authorities. 1797.201 was written to ensure a safe transition from fragmented and disorganized EMS delivery to a locally standardized and centrally coordinated EMS system.

#### **Creates Fragmented and Disorganized EMS Systems**

The sponsor/author correctly outline how the EMS Act "ensures that there is consistent coordination at a statewide level, while balancing the need to have that coordination occur at a more granular, and local level." However, by authorizing city fire agencies and districts to disrupt existing and contracted exclusive operating areas, AB 1168 will create splintered EMS systems, preventing the very coordination the author seeks to protect. Additionally, AB 1168 does not outline how pre-hospital ambulance services would continue should the city fire agency or district no longer be able to provide these services after an EOA has been dismantled.

#### **Disenfranchises Californians**

AB 1168 drives a wedge between well-resourced and historically disadvantaged communities. This measure will lead to the inequitable provision of emergency medical care for residents in California and has consequential impacts on neighboring communities. AB 1168 does not account for the economy of scale required to serve disadvantaged, rural, or lower call volume areas forcing these communities to accept the service provided by the newly separated city fire agency or district without any guarantee of contractually enforceable response or care standards.

Exclusive operating areas are designed to ensure equitable access by standardizing the level of services within these exclusive. Exclusivity creates a balanced delivery of ambulance service through this standardization. Furthermore, in counties with multiple exclusive operating areas (EOAs) any change to an EOA boundaries will require a re-balancing of the entire system and may require a county to reopen bidding on other operating areas in order to secure coverage for those impacted areas

**This Issue Has Been Settled by Numerous Courts**

AB1168 seeks to “abrogate any contrary holdings in City of Oxnard v. County of Ventura (2021) 71 Cal.App.5th 1010. This measure overturns a vast number of settled cases between counties, local EMS agencies, cities, fire districts, hospitals, ambulance services, and other parties creating confusion and the inability for LEMSAs to ensure equitable and universal basic emergency medical services in urban, suburban, and rural areas throughout California. AB 1168 does nothing less than repeal the EMS Act’s intent of a coordinated, integrated and readily available system of prehospital emergency medical care and specialty hospital resources for everyone in California, regardless of where one lives or their socio-economic status. Today’s local EMS systems provide and assure equitable access, standardized delivery of high-quality prehospital care, and the ability to ensure local coordination of EMS assets thus fulfilling the intent of the EMS Act.

For these reasons, we strongly OPPOSE AB 1168 and respectfully urge your ‘NO’ vote on the measure.

Respectfully,



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Heidi White, Clerk of the Board  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve Board Minutes for March 2023.

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**Recommendation**

The Clerk of the Board respectfully commends that the Board approve the Meeting Minutes for March 2023.

**Background and Discussion**

**Action:**

**Attachments:**

1. Meeting Minutes 03-07-2023
2. Meeting Minutes 03-14-2023
3. Meeting Minutes 03-21-2023



### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 7, 2023**

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### **STANDING ORDERS**

#### **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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

### **PLEDGE OF ALLEGIANCE**

JD Moore led the Pledge of Allegiance.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

**Motion:** Add Urgency Item brought before the Board by District Attorney Davic Hollister; to Adopt Resolution approving participation of the County of Plumas in the request for intervention in Forest Service Employees for Environmental Ethics V. United States Forest Service, No. 9:22-CV-168-DLC (D.MONT.)

**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Motion:** ADOPT **RESOLUTION No. 23- 8766** approving participation of the County of Plumas in the request for intervention in Forest Service Employees for Environmental Ethics V. United States Forest Service, No. 9:22-CV-168-DLC (D.MONT.).

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Link to view Resolution:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17564>

## **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.

District 3, Supervisor McGowan commented on the snow and the workers out there plowing the snow.

P.J. Pierson on zoom made a comment regarding Grizzley Lake CSD Board and their inability to have a meeting in order to conduct business due to the lack of a quorum. He then requested that the Board of Supervisors appoint a member to the Grizzley Lake CSD Board.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Public Works Director John Mannle reported on the Public Works Department's snow removal activities, and the snow equipment maintenance and repair needs.

Public Health Director Dana Loomis made a brief announcement to introduce the newly appointed Public Health Assistant Director to the Board of Supervisors.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

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

Report, update, and discussion on Dixie Fire Collaborative efforts

Clint Koble gave a report on the current activities and primary focus of the Dixie Fire Collaborative.

#### **B. MUNIS HR/PAYROLL MODULE UPDATE**

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

Auditor-Controller, Martee Graham updated the Board on the auditors' office's progress on the integration of the Tylor-Munis HR Module (Test environment).

Human Resource Director, Nancy Selvage updated the Board regarding the current struggles, and upgrades needed for the Human Resource department to move forward with the integration of the Tylor-Munis HR Module.

## **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.

**Motion:** Approve the following consent matters, as submitted.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### **A. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Chester/ Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2023).
- 2) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (4:30 PM to 9:30 PM on May 13, 2023).

### **B. CLERK OF THE BOARD**

- 1) Approve Board Minutes for February 2023.

### **C. INFORMATION TECHNOLOGY**

- 1) Authorize no contract payment of \$6,287.40 to ArchiveSocial for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance.

### **D. PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and DC Solar Electric for the PCPW Office Solar Array Installation; not to exceed \$53,494.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and Cal-Trans, to provide Free Dump Day Events for local agency's residents as a part of the Clean California Initiative led by Cal-Trans; reimbursement to Public Works not to exceed \$30,000.00; approved as to form by County Counsel.

## **E. SHERIFF**

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Curran Tire Center, for provision of automotive service and repair; effective April 1, 2023; not to exceed \$20,000.00; approved as to form County Counsel.

## **F. 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 Department of Social Services as soon as administratively possible; vacancy due to resignation.

## **3. DEPARTMENTAL MATTERS**

### **A. FACILITY SERVICES & AIRPORTS** - JD Moore

- 1) Approve and authorize a supplemental budget increase to account 521900 (Professional Services) in the amount of \$2,304.38, for a total of \$2,304.38; discussion and possible action.

**Four/ fifths roll call vote**

**Motion:** Approve and authorize a supplemental budget increase to account 521900 (Professional Services) in the amount of \$2,304.38, for a total of \$2,304.38

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize a supplemental budget increase to account 540110 (Capital Improvements) in the amount of \$9,950.00 for a total of \$9,950.00; discussion and possible action.

**Four/ fifths roll call vote**

**Motion:** Approve and authorize a supplemental budget increase to account 540110 (Capital Improvements) in the amount of \$9,950.00 for a total of \$9,950.00.

**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### **B. FAIRGROUNDS** - John Steffanic

- 1) Approve and authorize the transfer of \$32,000.00 from account 524400 (Special Department) into payroll accounts; 51020 (Other Wages) in the amount of \$30,000.00, and 51060 (Overtime Pay) in the amount of \$2,000.00; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize the transfer of \$32,000.00 from account 524400 (Special Department) into payroll accounts; 51020 (Other Wages) in the amount of \$30,000.00, and 51060 (Overtime Pay) in the amount of \$2,000.00.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the Amount of \$67,527.00, to a total of \$107.527; discussion and possible action.

**Four/ fifths roll call vote**

**Motion:** Approve and authorize a supplemental budget increase to account 521300 (Maintenance Buildings and Grounds) in the amount of \$67,527.00, to a total of \$107.527.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. PUBLIC HEALTH** - Dana Loomis

- 1) Adopt a revised **RESOLUTION** to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position to 0.825 FTE and decrease the Administrative Assistant Series position to 2.75 FTE in Budget Unit 70560; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt a revised [RESOLUTION 23-8768](#) to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position to 0.825 FTE and decrease the Administrative Assistant Series position to 2.75 FTE in Budget Unit 70560.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Link to view Resolution:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17565>

- 2) Adopt **RESOLUTION** authorizing the Director of Public Health to accept Area 3 Agency on Aging Grant funds in the amount of \$358,151.00, and execute AAA grant agreements for fiscal year 2022-2023; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23 - 8769](#) authorizing the Director of Public Health to accept Area 3 Agency on Aging Grant funds in the amount of \$358,151.00, and execute AAA grant agreements for fiscal year 2022-2023.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Link to view Resolution:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17566>

- 3) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Department and Plumas District Hospital, Inc. for services provided to HIV clients and for service as primary medical provider for Mountain County EIS program; effective April 1, 2022 - March 31, 2023; not to exceed \$29,091.00; discussion and possible action.

**Motion:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Department and Plumas District Hospital, Inc. for services provided to HIV clients and for service as primary medical provider for Mountain County EIS program; effective April 1, 2022 - March 31, 2023; not to exceed \$29,091.00.

**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. SHERIFF'S OFFICE** - Todd Johns

- 1) Authorize the Sheriff to recruit and fill, funded and allocated, 1.0 FTE Sheriff's Service Assistant I/II, and establish a hiring pool; vacancy due to resignation; discussion and possible action.

**Motion:** Authorize the Sheriff to recruit and fill, funded and allocated, 1.0 FTE Sheriff's Service Assistant I/II, and establish a hiring pool; vacancy due to resignation.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize the Chair to sign an Agreement between the Plumas County Animal Shelter and The Regents of the University of California, to manage grant funds; and authorize supplemental budget transfer of \$180,000.00 from account 44027 State Grant funds to be transferred to account 524405 for provision of spay/neuter vouchers for animal adoption; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize the Chair to sign an Agreement between the Plumas County Animal Shelter and The Regents of the University of California, to manage grant funds; and authorize supplemental budget transfer of \$180,000.00 from account 44027 State Grant funds to be transferred to account 524405 for provision of spay/neuter vouchers for animal adoption.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Review, Presidential Executive Order 14074, and approve the attached memo in compliance with Presidential Executive Order 14074; discussion and possible action.

**Motion:** Approve the attached memo in compliance with Presidential Executive Order 14074; discussion and possible action.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 4) Adopt **RESOLUTION** approving the execution of Medi-Cal County Inmate Program (MCIP)Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32; discussion and possible action. **Roll call vote**

**Motion:** Adopt **[RESOLUTION No. 23-8770](#)** approving the execution of Medi-Cal County Inmate Program (MCIP)Contract No. 23-30039 for the administrative services and participation agreement contract No. 23-MCIPLUMAS-32.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 6).

**Yes:** Supervisor - District 5 Engel, Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Link to view Resolution:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17567>

**E. SOCIAL SERVICES - Neal Caiazzo**

- 1) Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center, for additional services; to extend the term of the agreement through June 30, 2024; and to increase the compensation amount, not to exceed \$790,000.00; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center, for additional services; to extend the term of the agreement through June 30, 2024; and to increase the compensation amount, not to exceed \$790,000.00.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**F. HUMAN RESOURCES - Nancy Selvage**

- 1) Adopt **RESOLUTIONS** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of General and Mid-Management & Supervisors Units represented by the Operating Engineers Local #3; discussion and possible action. **Roll call vote**

**Motion:** Adopt both [Resolution No. 23-8771](#) and [Resolution No. 23-8772](#) ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of General and Mid-Management & Supervisors Units represented by the Operating Engineers Local #3.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**view Resolution No. 23-8771:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17568>

**view Resolution No. 23-8772:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17569>

**4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County and Tyler-Munis for Finance Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO and staff; not to exceed \$92,400.00; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County and Tyler-Munis for Finance Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO and staff; not to exceed \$92,400.00.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

**Motion:** Review FY 2022-2023 Mid-Year Budget; and authorize the acting Auditor Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- C. Adopt **RESOLUTION** by Plumas County Board of Supervisors proclaiming a local emergency in Plumas County due to the Plumas County Blizzard; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23-8767](#) by Plumas County Board of Supervisors proclaiming a local emergency in Plumas County due to the Plumas County Blizzard.

**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**Link to view Resolution:** <https://ca-plumascounty2.civicplus.com/Archive.aspx?ADID=17563>

## 5. **BOARD OF SUPERVISORS**

### A. **CORRESPONDENCE**

Supervisor Goss received correspondence regarding travel, roads being plowed, and parking in the right of way during snowy weather; correspondence with RCRC regarding Broadband and the deferral of money.

Supervisor Engel received correspondence regarding the Grizzly Lake Community Service District and the US Forest Service Ranger Station, on Mohawk Highway Road.

Supervisor Hagwood received correspondence regarding snow plowing, parking in the right of way; correspondence regarding the effort to create monument status in the Middle Fork of the Feather River, and the aerial application of chemical fire retardants.

Supervisor McGowan received correspondence regarding snow plowing, parking in the right of way, snow capacity, snow storage.

Supervisor Ceresola received correspondence regarding snow plowing, parking in the right of way; and correspondence regarding electric vehicles being used by the County (or government offices).

### B. **INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include attending the Transportation Commission meeting.

Reported by Supervisor McGowan regarding matters related to County Government and include attending the Sierra Air Quality meeting, and the Transportation Commission meeting; and meeting with Tyler Pew.

Reported by Supervisor Goss regarding matters related to County Government and include attending the Transportation Commission meeting, participating in a Housing Forum, attending the Chester Long Term Recovery meeting and a meeting with RCRC regarding Broadband.

Reported by Supervisor Engel reported that all meetings had to be canceled due to the weather.

Reported by Supervisor Ceresola regarding matters related to County Government and include a meeting in Chilcoot, all other meetings were canceled due to the weather.

## **6. CLOSED SESSION**

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

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- B. 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 Head
- C. Conference with Risk Manager: Quarterly Risk Control Program status report.
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

Chair Ceresola reported that there was no reportable action taken in the closed session.

## **7. ADJOURNMENT**

Adjourn meeting to Tuesday, March 14, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 14, 2023**

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### **STANDING ORDERS**

#### **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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel

### **PLEDGE OF ALLEGIANCE**

Greg Ellingson led the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None Noted

## **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.

Pastor George Tarleton offered a brief prayer for the County.

A member of the public on zoom commented regarding an application for Grizzly Lake Community Service District not being submitted appropriately.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Interim Director of Behavioral Health, Sharon Sousa, announced that Jessica McGill is the new, temporary Patients Rights Advocate for the Behavioral Health Department.

Public Works Director, John Mannle briefly reported that Caltrans is predicting that the west end of Portola. Highway 70 and 89 to Clio could possibly flood and east-bound traffic could be problematic by the weekend. Residents are advised to plan accordingly. He further updated the Board that Public Works has contacted a Contractor to look at the A-13 Hamilton Branch Bridge Deck to do some much needed patching once the weather eases up.

Sheriff Todd Johns gave a brief OES update, and current storm and Emergency Operations. He also updated the Board on all current vacancies within his department, and applicant status. He further reported on staffing and scheduling challenges.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

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

Report, update, and discussion on Dixie Fire Collaborative efforts

In the absence of Maria Stout, Clint Koble reported on Dixie Fire Collaborative meetings, progress, and ongoing activities.

#### **B. PLUMAS COUNTY FIRE SAFE COUNCIL** - Hannah Hepner

Logan Krahenbuhl from the Fire Safe Council will give a brief update on the Plumas Underburn Cooperative

Project Manager, Logan, presented the Plumas County Fire Safe Council annual report, and spoke regarding the Plumas Underburn Cooperative, which focuses on helping our areas in Plumas County create firesafe neighborhoods.

#### **C. MUNIS HR/PAYROLL MODULE UPDATE**

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

Greg Ellingson IT Director, Debra Lucero, CAO, and Auditor Controller, Martee Graham all individually updated the Board on each department's progress on the implementation of the Munis HR/ Payroll Module update.

## 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.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### A. BEHAVIORAL HEALTH

- 1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated, 1.0 FTE Department Fiscal Officer I/II position; Vacancy due to promotion.

### B. FACILITY SERVICES

- 1) Authorize Supplemental Budget Transfer of \$23,563.11 from Facility Service's Revenue Account # 46251 Reimbursements/ Refunds into Facility Services's expense account #521400 to repair damage from the November 27, 2022 break-in at the Courthouse Annex.

### C. PUBLIC HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Agency and Levi B Pence dba Hi Tech Frame and Finish, to provide as needed automotive body repair services; effective July 1 2022; not to exceed \$9,000.00; approved as to form by County Counsel.
- 2) Authorize the Director of Public Health to recruit and fill one (1) Extra-Help Fiscal Tech II or III.

### D. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve and authorize the Chair to sign Certification of Plumas County Early Education & Child Care Council (Local Planning Council) annual child care funding zip code priorities for 2023/ 2024.

## 3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

### A. ADJOURN AS THE PLUMAS COUNTY BOARD OF SUPERVISORS AND CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD.

- 1) Approve and authorize the Chair to sign Amendment No. 1 to the Memorandum of Understanding between Plumas County/ Beckwourth County Service Area and the Golden State Finance Authority extending the date of repayment of a \$100,000 loan until December 31, 2023; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign Amendment No. 1 to the Memorandum of Understanding between Plumas County/ Beckwourth County Service Area and the Golden State Finance Authority extending the date of repayment of a \$100,000 loan until December 31, 2023.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan,

Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD.**

- 1) Approve and authorize the Chair to sign an Agreement between Walker Ranch Community Service District and Joseph Corron dba Joseph Corran Electric for On-Call pump repair services; not to exceed \$20,000.00; approved as to form by County Counsel; discussion and possible action.
- 2) Approve and authorize the Chair to sign an Agreement between Walker Ranch Community Service District and Vestra Resources, Inc. for State Water Board Reporting and Effluent Evaluation; not to exceed \$18,015.20; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve both Item 3.B.1. and Item 3.B.2. to Approve and authorize the Chair to sign an Agreement between Walker Ranch Community Service District and Joseph Corron dba Joseph Corran Electric for On-Call pump repair services; not to exceed \$20,000.00: and Approve and authorize the Chair to sign an Agreement between Walker Ranch Community Service District and Vestra Resources, Inc. for State Water Board Reporting and Effluent Evaluation; not to exceed \$18,015.20.

**Action:** Approve, **Moved by** Supervisor - District5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. ADJOURN AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.**

**4. DEPARTMENTAL MATTERS**

**A. ASSESSOR'S OFFICE** - Cindie Froggatt

- 1) Adopt **RESOLUTION** to amend the FY 2022-2023 County Personnel Allocation to change 1.0 FTE Assistant Assessor to a Department Fiscal Officer I/II OR Office Manager for Assessor Budget Unit 20060; and authorize the department to recruit and fill the position; discussion and possible action. **Roll call vote.**

**Motion:** Adopt **RESOLUTION No. 23-8773** to amend the FY 2022-2023 County Personnel Allocation to change 1.0 FTE Assistant Assessor to a Department Fiscal Officer I/II OR Office Manager for Assessor Budget Unit 20060; and authorize the department to recruit and fill the position.

**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. PUBLIC WORKS** - John Mannle

- 1) CGL to provide an update on the New Jail and Day Reporting Center progress during construction. Phil with CGL provided an update on the New Jail and Day Reporting Center project construction progress.
- 2) Approve and Authorize Chair to ratify and sign Amendment No. 1 to Maintenance Agreement PWRD 23-014 for Snow Removal and Storm Damage services for Plumas County Road department, increasing compensation by \$100,000; effective March 9, 2023; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and Authorize Chair to ratify and sign Amendment No. 1 to Maintenance Agreement PWRD 23-014 for Snow Removal and Storm Damage services for Plumas County Road department, increasing compensation by \$100,000; effective March 9, 2023.

**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. PUBLIC HEALTH AGENCY - Dana Loomis**

- 1) Authorize supplemental budget transfer request of \$150,000.00, from the State of California, Health and Human Services COVID Round 4 Funding Account 70560/ 52400 Special Department Expense, into the following supplemental expenditure accounts; \$10,000.00 - 20480/ 520900 Vehicle Maintenance; \$50,000.00 - 20480/ 521102 Fuel; \$90,000.00 - Vehicle Purchase, to facilitate essential transportation services to Senior Citizens of Plumas County. **Four/Fifths required roll call vote**

**Motion:** Authorize supplemental budget transfer request of \$150,000.00, from the State of California, Health and Human Services COVID Round 4 Funding Account 70560/ 52400 Special Department Expense, into the following supplemental expenditure accounts; \$10,000.00 - 20480/ 520900 Vehicle Maintenance; \$50,000.00 - 20480/ 521102 Fuel; \$90,000.00 - Vehicle Purchase, to facilitate essential transportation services to Senior Citizens of Plumas County.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. SHERIFF - Todd Johns**

- 1) Adopt **RESOLUTION** approving the delegation of authority from the Plumas County Sheriff's Office to the District Attorney's alternative sentencing program to apply for Justice-Involved capacity building program funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8774** approving the delegation of authority from the Plumas County Sheriff's Office to the District Attorney's alternative sentencing program to apply for Justice-Involved capacity building program funding.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. Review proposal from California State Association of Counties to use 1% of the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National Center for Public Lands Counties; discussion/direction to staff and/or possible action.

**Following a brief presentation from the CAO, and a brief discussion:**

**Motion #1:** Deny proposal from the California State Association of Counties to use 1% of the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National

Center for Public Lands Counties.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** None.

**Vote:** Motion Failed by split vote (**summary:** Yes = 1 No = 4).

**Yes:** Supervisor - District 5 Engel.

**No:** Supervisor- District 3 McGowan, Supervisor- District 2 Goss, Supervisor- District 4 Hagwood, Supervisor- District 1 Ceresola

**Discussion and additional public comment proceeded:**

**Motion #2:** Table the matter regarding a Contribution to the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National Center for Public Lands Counties as proposed by the California State Association of Counties; This matter to return before the Board on April 4, 2023 for discussion and possible action.

**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood , **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by split vote (**summary:** Yes = 4 No = 1)

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

**No:** Supervisor - District 5 Engel.

- B. Approve and authorize the Chair to sign a Letter to Governor Newsom In Opposition to the deferment of over a billion dollars of Senate Bill 156 last-mile broadband funding; discussion and possible Action.

**Motion:** Approve and authorize the Chair to sign a Letter to Governor Newsom In Opposition to the deferment of over a billion dollars of Senate Bill 156 last-mile broadband funding.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 6. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on April 11, 2023
- B. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on May 9, 2023.

**Motion:** Approve the recommendation of both Items 6.A. 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; approving the recommendation to continue the emergency and bring it back within 30 days, on April 11, 2023 ; and Item 6.B. pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; approving the recommendation to continue the emergency and bring back within 60 days, on May 9, 2023., **Action:**

Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### **C. APPOINTMENTS**

- 1) Appoint Linda Van Dahlen to the Grizzly Lake Community Service District Board of Directors; discussion and possible action.

Following public comment by Barbara S. in opposition to appointing Linda VanDahlen, and a brief Board discussion;

**Motion:** Table the Appointment of Linda Van Dahlen to the Grizzly Lake Community Service District Board of Directors, and bring it back before the Board for discussion on March 21, 2023.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by split vote (**summary:** Yes = 4 No = 1).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

**No:** Supervisor - District 5 Engel.

### **D. CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding shoveling, plowing, phone service disruptions, and internet service outages. Supervisor Hagwood also thanked the Public Works Road Department for the fantastic job of clearing the snow. Additionally, there was correspondence regarding the monument status designation of the Middle Fork Feather River.

Supervisor Goss received correspondence regarding different projects for the RSF Infrastructure Working Group, correspondence regarding drainage, and concerns about mudslide activity in the Dixie Fire Scar area.

Supervisor McGowan received correspondence regarding snow removal, and the condition of the Hamilton Branch Bridge; correspondence regarding the monument status designation of the Middle Fork Feather River

Supervisor Engel received correspondence regarding the Grizzly Lake CSD; rain; narrow roads and flooding concerns; and correspondence regarding the Friends of Plumas Wilderness and the monument status designation of the Middle Fork Feather River.

Supervisor Ceresola received correspondence that was similar to the other supervisors, and highlighted the correspondence regarding snow removal, and correspondence regarding the Friends of Plumas Wilderness and the monument status designation of the Middle Fork Feather River. **Additional** correspondence with the Beckwourth Road department regarding some negative calls/correspondence regarding snow removal.

### **E. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Goss regarding matters related to County Government and included attending a meeting with the RSF Infrastructure Working Group; was unable to attend due to weather but listened to the RCRC meeting.

Reported by Supervisor Engel regarding matters related to County Government and included attending the RSF Infrastructure Working Group; intended on attending the Friends of Plumas Wilderness Meeting but it was canceled by the Group.

Reported by Supervisor Hagwood regarding matters related to County Government and included attending an Emergency Preparedness meeting held at the Public Health Annex.  
Reported by Supervisor McGowan regarding matters related to County Government and included attending the Lake Almanor Chamber of Commerce meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and he reported that 2 out of 3 of his scheduled meetings were canceled and he was unable to attend the 3rd due to road conditions/ weather.

## **7. CLOSED SESSION**

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

#### **A. CONVENE AS THE FLOOD CONTROL & WATER CONSERVATION DISTRICT GOVERNING BOARD**

##### **FLOOD CONTROL & WATER CONSERVATION DISTRICT**

- 1) Conference with real property negotiator, John Mannle, County Engineering and Manager, regarding sale of water by the District.

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

- B. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
  1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

Supervisor Ceresola reported that there was no reportable action taken during the closed session.

## **8. ADJOURNMENT**

Adjourn meeting to Tuesday, March 21, 2023, Board of Supervisors Room 308, Courthouse, Quincy,

California



### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 21, 2023**

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### **STANDING ORDERS**

#### **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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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.**

**Present:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

### **PLEDGE OF ALLEGIANCE**

Pete Henschel led the Pledge of Allegiance.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Supervisor Hagwood requested that Item 6.A.2. be addressed and considered by the board directly after the Consent Agenda.

**Motion:** Approve the request to move Item 6.A.2. regarding the appointment to Grizzly Lake CSD so that it may be addressed and considered by the Board directly after the Consent Agenda. , **Action:** Approve,

**Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **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.

Pastor George Tarleton offered a brief prayer for the County and the Supervisors.

Joe Hoffman of Plumas National Department of Forestry gave a brief update on the current and upcoming forestry projects.

Zoom

Adrian Hardy gave public comment asking to be acknowledged by the Board and to support a wage increase for the Home Health workers.

Phil Derby spoke in support of wage increases for the Home Health workers; he also spoke regarding the closure of the Portola Family Resource Center located in Portola.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Planning Director, Tracey Ferguson gave a brief report on her department's activities and invited the public to the 2021 Long-term Recovery to be held in Sierra Valley.

District Attorney David Hollister spoke extending his support of the Board addressing the Sheriff's Department request for raises and the staffing shortages.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

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

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **B. MUNIS HR/PAYROLL MODULE UPDATE**

Report, and update, on Pentamation, Tyler/ Munis software migration and 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.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### A. SHERIFF

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office (PCSO) and Little Norway Marine Service, for provision of SO boat maintenance and repair; effective May 1, 2023; not to exceed \$25,000.00; approved as to form by County Counsel.

### B. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign an Agreement between Facility Services and Frank's Garage LLC for inspection, maintenance, and repair of county service vehicles and pool cars; not to exceed \$10,000.00 approved as to form by County Counsel.
- 2) Approve and authorize the Director of Facility Services & Airports to allow The Almanor Foundation to host a "fly-in" dinner and dance at Rogers Field on September 23, 2023.
- 3) Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Quincy High School Prom, which is to be held on May 13, 2023.
- 4) Approve and authorize the Chair to sign an agreement between Plumas County Facility Services and Plumas County Glass, to repair damage at the Annex as a result of the break-in and vandalism that occurred in November 2022; contract not to exceed \$23,885.35; approved as to form by County Counsel; discussion and possible action.
- 5) Approve and authorize the Director of Facility Services & Airports to recruit and fill two vacant extra help positions within the Facility Services Department.
- 6) Approve and authorize the Director of Facility Services & Airports to recruit and fill vacant extra help position at Rogers Field (Chester Airport).

### C. PLUMAS COUNTY LIBRARY

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

### D. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation (CalTrans) for an encroachment permit (Annual Mile High 100 Cycling Event: June 17, 2023).

## 3. PRESENTATION

- A. Presentation by The Lawry House Project Sub-Committee, of the Plumas County Museum Association Board from Suzanne Stirling and Chris Murray; discussion, direction and/ or possible action.

**Following the presentation and a brief discussion:**

**Motion:** Approve a motion to formally recognize this working group as a subcommittee, as it has been recognized by the Museum Association as a subcommittee; and direct County staff to create the appropriate MOUS and agreements that will position the working group and the museum association to pursue, and obtain operational control of the Lowry house to allow them to move forward with funding efforts, and the projects as described.

**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. Following the

- B. **Alliance for Workforce Development** -Melissa Smith  
Operations and program Highlights in Plumas County

**4. DEPARTMENTAL MATTERS**

**A. PUBLIC WORKS** - John Mannle

- 1) Approve and authorize Public Works fixed asset the purchase of six (6) Class 5 diesel snowplow/sander/dump trucks and 1 (one) Class 5 diesel mechanic's service truck for an amount not to exceed \$928,000.00; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize Public Works fixed asset the purchase of six (6) Class 5 diesel snowplow/sander/dump trucks and 1 (one) Class 5 diesel mechanic's service truck for an amount not to exceed \$928,000.00.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. PLANNING** - Tracey Ferguson

- 1) 2022 General Plan Annual Progress Report; discussion and possible action

**Motion:**Accept 2022 General Plan Annual Progress Report as amended and direct Planning staff to submit the 2022 General Plan Annual Progress Report to OPR and HDC by April 1, 2023.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize the Chair to sign Plumas County comment letter to the Office of the State Fire Marshall (OSFM) in response to the Notice of Proposed Rulemaking Action concerning the regulatory adoption process of the Fire Hazard Severity Zones (FHSZ) in the State Responsibility Area (SRA) and specifically the map entitled State Responsibility Area Fire Hazard Severity Zones; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign Plumas County comment letter to the Office of the State Fire Marshall (OSFM) as amended in response to the Notice of Proposed Rulemaking Action concerning the regulatory adoption process of the Fire Hazard Severity Zones (FHSZ) in the State Responsibility Area (SRA) and specifically the map entitled State Responsibility Area Fire Hazard Severity Zones dated November 21, 2022.

**Action:** Approval, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs**

- 1) Approve and Authorize the following supplemental budget transfers: \$2,557.10 from Library ARPA account 20670/48021 into account 20670/524510 for Library Books; \$2,328.19 from Literacy Program account 20675/523712 into Library account 20670 / 524510 Books; and \$8,006.36 from Library ARPA Account 20670/48021 into the following accounts: 20675/523712 Literacy account in the amount of \$671.51; 20670/523712 Subscriptions in the amount of \$3006.36; and 20670/524510 Books in the amount of \$4328.49; discussion and possible action.

**Four/ fifths roll call vote**

**Motion:** Approve and Authorize the following supplemental budget transfers: \$2,557.10 from Library ARPA account 20670/48021 into account 20670/524510 for Library Books; \$2,328.19 from Literacy Program account 20675/523712 into Library account 20670 / 524510 Books; and \$8,006.36 from Library ARPA Account 20670/48021 into the following accounts: 20675/523712 Literacy account in the amount of \$671.51; 20670/523712 Subscriptions in the amount of \$3006.36; and 20670/524510 Books in the amount of \$4328.49.

Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. CAO Report for February 2023
- B. Review proposal from California State Association of Counties to use 1% of the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National Center for Public Lands Counties; discussion/direction to staff and/or possible action.

**Following a brief report by the County Administrative Officer and Board discussion:**

**Motion:** Table the matter to Approve a proposal from the California State Association of Counties to use \$20,000.00 of the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National Center for Public Lands Counties, to continue on April 4, 2023.

**Action:** Approve, Moved by Supervisor - District Goss, Seconded by Supervisor - District Hagwood.

**Vote:** Motion passed by a unanimous vote (summary: Yes = 4 No = 0).

**Yes:** Supervisor - District 5 Engel, Supervisor- District 3 McGowan, Supervisor- District 2 Goss, Supervisor- District 4 Hagwood

- C. Request authorization to extend the Telework Policy, established under COVID-19 emergency regulations, for 90 days to allow staff to get a permanent policy in place; discussion and possible action.

**This matter was removed by the CAO as the Telework Policy does not note an expiration date.**

- D. Approve and authorize the Chair to sign a letter to the Department of Toxic Substances Control regarding lead removal in Greenville; discussion and possible action.

**This matter was tabled - to return at a later date.**

## 6. BOARD OF SUPERVISORS

### A. APPOINTMENTS

- 1) Appoint Supervisor Thomas McGowan to replace Supervisor Greg Hagwood as the 2023 delegate for The California State Association of Counties (CSAC) Board of Directors; discussion and possible action.

**Motion:** Appoint Supervisor Thomas McGowan to replace Supervisor Greg Hagwood as the 2023 delegate for The California State Association of Counties (CSAC) Board of Directors.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Appoint an applicant or applicants to the Grizzly Lake Community Service District Board of Directors, for the shortest available term, in order to reestablish a quorum; discussion and possible action.

**Following a brief discussion and public comment:**

**Motion:** Appoint Linda VanDalen and Darla Thompson to the Grizzly Lake Community Service District Board of Directors, for the shortest available term, in order to reestablish a quorum.

**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Appoint Michelle Blackford to the Plumas- Sierra County Fair Board as a district 4 representative for a four-year term, as recommended; discussion and possible action.

**Motion:** Appoint Michelle Blackford to the Plumas- Sierra County Fair Board as a district 4 representative for a four-year term, as recommended.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### B. CORRESPONDENCE

Supervisor McGowan reported that he did not receive much correspondence.

Supervisor Goss received correspondence regarding the National Monument designation efforts, and correspondence regarding trash service issues.

Supervisor Engel received correspondence regarding the Grizzly Lake CSD Board Appointment; and correspondence regarding the monument status designation of the Middle Fork Feather River.

Supervisor Hagwood received correspondence regarding the Grizzly Lake CSD Board Appointment; Feather River Tourism regarding TOT issues and delays in payments; correspondence regarding the monument effort; and received a phone call asking for a response regarding the former Pangea Restaurant and the disposal of a large amount of un-expired canned food.

**C. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor McGowan regarding matters related to County Government and included attending a meeting in Chester with a group of representatives from the Lost Sierra Chamber of Commerce and lodging providers from around the basin regarding TOT fees and their collection/ allocation; also attended the Sierra Air Quality Board meeting.

Supervisor Hagwood suggested that a Presentation be made by the Treasurer - Tax Collector regarding the history of the Transient Occupancy Tax collection/ distribution process and challenges.

Reported by Supervisor Goss regarding matters related to County Government and included a meeting with the delegation that went to Washington DC regarding the taxation of monies received through law suits/ loss, etc.; attended a meeting with the Indian Valley CSD Board; met with Bruce Ross regarding the DTSC; and attended the Friends of Plumas Wilderness meeting regarding the Feather River Monument status.

Reported by Supervisor Engel regarding matters related to County Government and included attending the Friends of Plumas Wilderness Meeting regarding the National Monument status of the Feather River.

Reported by Supervisor Hagwood regarding matters related to County Government and included attending a meeting with the CAO, the Chair, Supervisor Ceresola and the Forest Service; and attended the Friends of Plumas Wilderness meeting regarding the Feather River Monument status.

**7. CLOSED SESSION**

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

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- B. 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

- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC
  
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
  
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
  
- F. 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
  
- G. 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)**

Supervisor Hagwood reported out of closed that there was no reportable action taken during the closed session.

#### **8. ADJOURNMENT**

Adjourn meeting to Tuesday, April 4, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
FAIR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Steffanic, County Fair Manager  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Request approval for exemption of the 29 hour per week limit for the seasonal Extra Help during fair time and adjacent months.

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**Recommendation**

Approve exemption of the 30 day, 29 hour-week limit for Seasonal Extra Help during Fair time and adjacent months. Approve Human Resources to Recruit and Fill.

**Background and Discussion**

The Fair has traditionally hired Extra Help to assist with maintenance, event management, janitorial duties, and landscaping. The number of Extra Help employees can range from three to seven individuals, mainly depending on finding qualified help. The funding for anyone hired this fiscal year is already budgeted in the current budget. Appropriate funding for Extra Help in next year's budget will be requested as usual.

**Action:**

Approve exemption of the 30 day, 29 hour-week limit for Seasonal Extra Help during Fair time and adjacent months. Approve Human Resources to Recruit and Fill.

**Attachments:**

None



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Greg Ellingson, Director of Information Technology  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00; approved as to form by County Counsel.

---

**Recommendation**

Approve and authorize the Chair to sign and ratify the Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; not to exceed \$128,000.000; approved as to form by County Counsel.

**Background and Discussion**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2022/2023 Information Technology budget.

**Action:**

**Attachments:**

1. 23-128 Addendum FINAL
2. 23-128 FINAL

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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This MPTS Web Services Agreement is by and between the County of Plumas, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100. Rocklin, California 95677, hereinafter referred to as "Contractor".

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1<sup>st</sup>, 2023 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the monthly licensing fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MPTS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
  - Assessor Inquiry – Current Assessment Roll information only.
  - Tax Collector – Current Tax Roll information only.
  - Cosmetic Customizations only i.e. color schemes, County logos, etc.
  - Note: this version does not have any Security features. Name only appears, not address.
  - Prior Year (previous year only) View/Print Taxbill Online (additional monthly charge of \$51.86 included in price below).
  - Web bill print for Tax Collector (additional monthly charge of \$82.75 included in price below).
6. **Price.** The monthly charge for the MPTS Web Services described above is \$647.33. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.
  7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of T1 or business DSL).
  8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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**CONTRACTOR:**  
Megabyte Systems, Inc.

By: \_\_\_\_\_  
Nicholas M Betts,  
President/Secretary.

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

**Plumas County:**

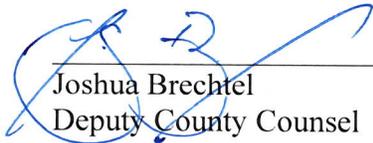
By: \_\_\_\_\_  
Dwight Ceresola, Chair  
Board of Supervisors

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board  
Date Signed: \_\_\_\_\_

Approved as to form:

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

3/14/2023

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2023 and terminating June 30,  
2 2024 by and between the COUNTY OF PLUMAS, hereinafter referred to as the "County" and  
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,  
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to  
6 serve County in accordance with the terms and conditions set forth herein. County's  
7 Board of Supervisors ratifies, and approves for payment, services provided by Contractor  
8 from July 1, 2022, to the date of approval of this Agreement the Board of Supervisors.

9 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall  
10 provide the services described in Exhibit A.

11 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay  
12 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of  
13 this agreement, as deemed necessary by County, will be billable to County at Contractor's  
14 standard hourly rate subject to advance written approval of County. If on-site support is  
15 required, travel time and expenses will be charged in addition to the hourly rate for work  
16 on-site. Contractors compensation shall in no case exceed One Hundred & Twenty-Eight  
17 Thousand and no cents (\$128,000.00)

18 4. Payments. County shall make payments of compensation hereunder monthly on submittal  
19 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630  
20 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the  
21 invoice. Invoices shall be submitted to:

22 Plumas County Information Technology  
23 520 Main Street, Room 211  
24 Quincy, CA 95971

25 5. Changes. Changes and modifications to this Agreement may only be made by prior  
26 written change order of County, accepted in writing by the Contractor, specifying such  
27 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to  
28 by the parties hereto. In no case shall County pay for any extra work or material furnished  
29 except as previously agreed upon in such a written change order. The Contractor and the

30 County shall determine whether any change or modification will cause a delay in  
31 Contractor completing all work and if so, the duration of such delay.

32 6. County's Responsibility to Provide. County will provide, at its own expense, access to  
33 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds  
34 (County minimum of T1 or business DSL speed).

35 7. No Waiver by County. Inspection of the work by the County, or the statement by any  
36 officer, agent, or employee of the County, prior to written acceptance of the work or any  
37 part thereof, indicating that the work or any part thereof complies with the requirements  
38 of this Agreement, or the County's payment for the whole or any part of the work, or any  
39 combination of these acts, shall not relieve the Contractor of obligation to fulfill this  
40 Contract as prescribed. Waiver of any provision of this Agreement by the County in any  
41 single instance shall not prejudice County's right to enforcement of all provisions of this  
42 Agreement in any other instance.

43 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the  
44 County, its officers, agents, and employees, from and against any and all claims and  
45 losses whatsoever accruing or resulting to any and all persons, firms or corporations for  
46 damage, injury or death as a result of negligence by Contractor in Contractor's  
47 performance of this Agreement.

48 9. Patent or Copyright Infringement.

49 A. Contractor represents that the materials and products produced hereunder do not  
50 violate others intellectual property rights (which include patent, copyright, trademark,  
51 trade secret or other proprietary right.) In the event a claim, cause of action,  
52 proceeding or other legal action should arise in which there are claims that the  
53 materials and/or products infringe or violate another's intellectual property rights,  
54 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no  
55 cost, whatsoever, to County, including, but not by way of limitation, legal fees,  
56 disbursements, judgments, or the like. Contractor shall protect, defend and  
57 indemnify and hold County harmless, subject only to County giving Contractor  
58 prompt written notice of any such third party claim, cause of action or proceedings  
59 and rendering to Contractor any reasonable information, assistance or access to  
60 documents and materials required in the defense of any such cause of action.

61 B. Should the materials and/or products in Contractor's opinion, be likely or become the  
62 subject of a claim of infringement of a patent, copyright or trademark, Contractor  
63 may do any of the following: (1) obtain a legally binding right for County to use, at

64 no cost to County, the material and/or product; (2) replace or modify the material  
65 and/or product so that it is non-infringing yet still complies with the RFP and the  
66 Contract specifications; (3) repurchase the material and/or product by refunding all  
67 moneys paid by County to Contractor for the material and/or product less  
68 depreciation and reasonable costs for use and such other amounts as are mutually  
69 agreeable to County and Contractor.

70 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,  
71 and all applicable patents, copyrights and trade secrets in the MPTS software, shall  
72 remain with the contractor as owner/holder of such patents, copyrights, and trade  
73 secrets, who shall retain complete rights to market such product, and no such rights shall  
74 pass to County. However, County shall receive, at no additional cost, a perpetual license  
75 to use such products for its own use.

76 11. Source Code. Contractor shall place source code for the licensed software and any  
77 changes thereto, into a software escrow account. County shall have access to the source  
78 code in the event Contractor fails to fulfill its maintenance and support obligations, or in  
79 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County  
80 shall be able to use the source code according to the terms of this agreement, and must  
81 also be permitted to modify the code for its own use consistent with this agreement.

82 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term  
83 hereof, insurance with respect to Contractor's performance of this Agreement of the  
84 types and in the minimum amounts described generally as follows:

85 A. Full Workers' Compensation and Employer's Liability Insurance covering all  
86 employees of Contractor as required by law in the State of California.

87 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance  
88 (Bodily Injury and Property Damage) of not less than One Million Dollars  
89 (\$1,000,000) combined single limit per occurrence (claim made).

90 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)  
91 on owned, hired, leased and non owned vehicles used in conjunction with  
92 Contractor's business of not less than One Million Dollars (\$1,000,000) combined  
93 single limit per occurrence (claim made).

94 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the  
95 aforementioned insurance shall be furnished by the Contractor to the County by

96 certificates of insurance. Such certificates shall specify that County must be given written  
97 notice 30 days prior to the cancellation or modification of any such insurance.

98 14. Insurance in Force and Effect During Contract Period. The insurance specified above  
99 shall be in a form and placed with an insurance company or companies satisfactory to  
100 County, and shall be kept in force and effect until completion to the satisfaction and  
101 acceptance by County of all work to be performed by the Contractor under this  
102 Agreement.

103 15. Confidentiality. Confidential information is defined as all information disclosed to  
104 Contractor which relates to the County's past, present, and future activities, as well as  
105 activities under this Contract. Contractor will hold all such information in trust and  
106 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to  
107 County all written and descriptive matter which contains any such confidential  
108 information. This provision shall survive the termination or expiration of this agreement.

109 16. Independent Contractor. Contractor shall perform this contract as an independent  
110 contractor for all purposes. Contractor is not, and shall not be deemed, a County  
111 employee for any purpose, including worker's compensation. Contractor shall, at  
112 Contractor's own risk and expense, determine the method and manner by which the  
113 duties imposed on Contractor by this contract shall be performed; provided that County  
114 may monitor the work performed by Contractor; and provided further that Contractor shall  
115 observe and comply with all laws and rules applicable to County in performing the work.  
116 Contractor, not County, shall be responsible for Contractor's negligence and that of  
117 Contractor's agents and employees in performing the work. Contractor shall be entitled  
118 to none of the benefits accorded to a County employee. County shall not deduct or  
119 withhold any amounts whatsoever from the compensation paid to Contractor, including  
120 but not limited to amounts required to be withheld for state and federal taxes. Contractor  
121 alone shall be responsible for all such payments.

122 17. Termination. The County or Contractor may terminate this agreement with 60 days  
123 written notices.

124 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
125 delivered by deposit in the First Class United States mail, by certified, or by registered  
126 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall  
127 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,  
128 California 95677. Notices to the County shall be addressed to Plumas County

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Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

**CONTRACTOR:**  
Megabyte Systems, Inc

**Plumas County:**

By \_\_\_\_\_  
Nicholas M Betts,  
President/Secretary.

By: \_\_\_\_\_  
Dwight Ceresola, Chair  
Board of Supervisors

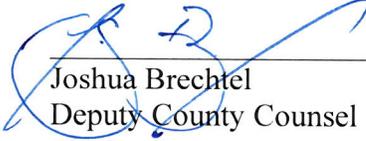
Date Signed: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board  
Date Signed: \_\_\_\_\_

Approved as to form:

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

3/14/2023

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Megabyte website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
  - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following features and support services for MPTS Online Business (OBPF):

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
- View/Print of completed form(s).
- Extraction of data for web access.
- Audit reports.
- Import/merge of filed data to the personal property system.
- Images/PDF retained of the filed statements with access via the personal property subsystem.

## **Transient Occupancy Tax (TOT) Maintenance/Support**

Contractor shall provide the following features and support services for MPTS Transient Occupancy Tax (TOT):

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns).
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2023 – 6/30/2024	MPTS Property Tax System Maintenance/Support	\$10,546.34 per month
7/1/2023 – 6/30/2024	Online Business Property Filing Maintenance/Support	\$305.22 per month
7/1/2023 – 6/30/2024	Transient Occupancy Tax Licensing/Support	\$287.33 per month

### COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:  
**\$150.00 per hour**
2. On-site support, with a four-hour minimum, including time in transit.  
**\$150.00 per hour**
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Greg Ellingson, Director of Information Technology  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Authorize no contract payment of \$6,106.00 to Four J's for annual software maintenance and support; funds have been budgeted as part of the 2022/2023 I.T. budget.

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**Recommendation**

Authorize no contract payment of \$6,106.00 to Four J's for annual software maintenance and support; funds have been budgeted as part of the 2022/2023 I.T. budget.

**Background and Discussion**

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom-written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom-written. These packages have no specific contract and are considered "shrink-wrapped" or off-the-shelf systems. In order to pay these support fees, we ask the Board to approve payment of these claims without a signed service contract.

**Action:**

**Attachments:**

1. FourJs Invoice

Four J's Development Tools, Inc.

1625 The Alameda  
 Suite 302  
 San Jose, CA 95126

# Invoice

Date	Invoice #
3/22/2023	34354

<b>Bill To</b>
County of Plumas Accounts Payable 520 Main Street Rm. 205 Quincy, CA. 95971

<b>Ship To</b>
County of Plumas Greg Ellingson Director of IT 520 Main Street Rm. 205 Quincy, CA. 95971

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Maintenance	net 30	SO	3/22/2023	email		

Quantity	Item Code	Description	Price Each	Amount
1	ARMC00XVR	Renewal of Compiler maintenance (5/1/23 - 4/30/24) License: TAB#AAB01BTS (K) - End User: Internal	806.00	806.00
50	ARRM00XVR	Renewal of runtime maintenance (5/1/23 - 4/30/24) License: TAB#CBQ01BTU (4) - End User: Internal	106.00	5,300.00

			<b>Total</b>	\$6,106.00
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**PLUMAS COUNTY  
PROBATION  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Deputy Probation Officer position; vacancy due to resignation.

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**Recommendation**

Approve the recruitment and filling of 1.0 FTE Deputy Probation Officer position. This Deputy Probation Officer position is funded 100% out of the Probation General Fund in Fiscal Year 2022-2023.

**Background and Discussion**

On February 16, 2023, this FTE Deputy Probation Officer position became vacant due to resignation. This position is responsible for maintaining a caseload dealing with the investigation, assessment, and management of probation cases to which their supervisor assigns and monitors for compliance with probation conditions, guidance, and accountability.

This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims, and promote healthy families.

This position is allocated and will be funded via the 20400-Probation General Fund in the 2022-2023 adopted budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Deputy Probation Officer position.

**Action:**

**Attachments:**

1. GF DPO Critical staffing questionnaire FY22-23
2. Deputy Probation Officer I
3. Deputy Probation Officer II
4. PCPROB - Org Chart Positions Mar 2023

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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Yes, the Deputy Probation Officer I/II position is a legitimate business need.
- Why is it critical that this position be filled at this time?
  - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
- How long has the position been vacant?
  - This position was vacated on February 16, 2023, via resignation.
- Can the department use other wages until the next budget cycle?
  - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
  - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
  - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - There would not be a negative fiscal impact to the County.
- 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?
  - The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
  - The Probation Department is not requesting elimination of any positions.
- 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?
  - Using values provided by Human Resources in FY22-23 for an allocated Deputy Probation Officer, including health and benefits, the estimated cost for the position over two years is \$177,531.96. This figure may change depending on the applicant's starting rate of pay and health insurance situation but should likely come in below this figure.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
  - This position is entirely funded by the General Fund, which cannot hold a reserve.

**DEPUTY PROBATION OFFICER I**

**DEFINITION**

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

**REPORTS TO**

Supervising Probation Officer, Chief Probation Officer

**CLASSIFICATIONS SUPERVISED**

None

## **DEPUTY PROBATION OFFICER I - 2**

### **EXAMPLES OF DUTIES**

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

## **DEPUTY PROBATION OFFICER I - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; 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 and in the field environment; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

#### **Ability to**

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

## **DEPUTY PROBATION OFFICER I - 4**

### **Training and Experience:**

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

**Substitution:** A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

### **Licenses and Certifications:**

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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.

**Last Revised: 09/2007**

## **DEPUTY PROBATION OFFICER II**

### **DEFINITION**

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseloads of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability ; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer I. Duties are performed with minimal guidance and supervision.

### **REPORTS TO**

Supervising Probation Officer, Chief Probation Officer

### **CLASSIFICATIONS SUPERVISED**

None.

## **DEPUTY PROBATION OFFICER II - 2**

### **EXAMPLES OF DUTIES**

- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conduct follow-up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.
- May provide training and direction for support staff.

## **DEPUTY PROBATION OFFICER II - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; 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 and in the field; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient Writing Techniques.

#### **Ability to**

- Apply the principles and practices of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Recognize health and behavioral problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public, other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

## DEPUTY PROBATION OFFICER II - 4

### **Training and Experience:**

One (1) year of professional probation work experience comparable to that of a Deputy Probation Officer I with Plumas County.

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

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

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training, and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.



**Chief Probation Officer**

**Management Analyst**

**Department Fiscal Officer**

**Administrative Assistant  
VACANT**

**Office Assistant**

**Supervising Probation Officer  
VACANT**

**Adult Services**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**Deputy Probation Officer  
VACANT**

**Probation Assistants**

**Probation Assistant**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Juvenile Services**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**FTE:**

**Allocated: 17.0**

**Filled: 9.0**



**PLUMAS COUNTY  
PROBATION  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to resignation.

---

**Recommendation**

Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to resignation.

**Background and Discussion**

On March 25, 2023, this Department Probation Assistant position became vacant due to resignation. This Probation Assistant position is funded 30% via the Probation General Fund, 20% via JJCPA funding, and 50% via YOBG funding.

This position is critical to the Probation Department and is responsible for assisting Probation Officers with drug testing and transportation, alongside other duties as applicable.

Therefore, we respectfully request the approval to recruit and fill the Department Probation Assistant position.

**Action:**

**Attachments:**

1. Probation Assistant\_201409191556495111
2. JJCPA PA critical staffing questionnaire FY22-23 - Probation Assistant
3. PCPROB - Org Chart Positions Mar 2023

## PROBATION ASSISTANT

### **DEFINITION**

Under direction, to transport juveniles in custody to and from court; to transport juveniles in custody to group homes and juvenile halls; to insure that proper admission documents have been completed prior to admitting juveniles to juvenile halls and group homes; to supervise juveniles in the Special Purpose Juvenile Hall; to provide a variety of assistance with Probation programs; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized class for the Probation Department. Incumbents are responsible for the transport of juveniles in custody to and from court, juvenile halls, and group homes. They are also review documents for proper completion of documents prior to admitting juveniles in group homes or juvenile halls. In addition, they supervising minors in custody while the minors are detained in the Special Purpose Juvenile Hall and provide a variety of assistance with Probation services and programs.

### **REPORTS TO**

Chief Probation Officer. May Report to Detention Coordinator or Probation Program Coordinator for some assignments.

### **CLASSIFICATIONS SUPERVISED**

None.

## **PROBATION ASSISTANT - 2**

### **EXAMPLES OF DUTIES**

- Transports juveniles to and from court, group homes, and juvenile halls.
- Has responsibility for security of juveniles during transport.
- Uses restraining equipment, as necessary, during transport.
- Inspects transport vehicle to verify proper operating condition and fuel levels.
- Supervise minors in custody in the Special Purpose Juvenile hall and maintain their security and well-being.
- May gather basic information regarding mental status and physical health of juveniles in custody.
- May gather appropriate data to cite and release juveniles to parents and guardians.
- Provides basic background information to juvenile hall and group home staff.
- Insures proper completion of juvenile hall and/or group home admission documents.
- Monitors child visits by parents.
- Calls and monitors defendants on house arrest.
- May perform drug testing.
- May assist with completion of monthly statistical information on holding cell use.
- Provides a variety of assistance with Probation programs and services.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; sufficient manual dexterity, strength, stamina, and eye-hand coordination to use restraining equipment and maintain control of juveniles; lift and move objects weighing up to 50 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office, driving, and outdoor environments; sometimes works in varying weather conditions; continuous contact with staff and the public.

## PROBATION ASSISTANT - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of problems and emotions of juvenile offenders.
- Restraining equipment such as handcuffs, belly chain, and leg irons.
- Safe transport methods and procedures.
- Basic knowledge of admitting procedures for group homes and juveniles.

#### **Ability to**

- Main responsibility for and carry out the safe transport of juveniles in custody.
- Use restraining equipment as necessary.
- Review and insure proper completion of group home and juvenile hall admitting documents.
- Evaluate situations and people accurately and make sound decisions regarding potential behavior problems.
- Maintain composure in stressful situations.
- Maintain and update accurate records.
- Effectively represent the Probation Department in contacts with juvenile offenders, the public, group home and juvenile hall staffs, and the courts.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Some previous experience in working with adult and/or juvenile offenders is highly desirable.

Completion of advanced coursework in criminology, sociology, psychology, social work, criminal justice or a closely related field is also highly desirable.

**Special Requirements:** Possession of a valid California driver's license issued by the California Department of Motor Vehicles.

Ability to work unusual hours or shifts as dictated by transport requirements.

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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Yes, the Probation Assistant position is a legitimate business need.
- Why is it critical that this position be filled at this time?
  - The main function of this position covers a wide range of duties, to include assisting Deputy Probation Officers with drug testing and transporting Plumas County Probation clients to and from various facilities.
- How long has the position been vacant?
  - The Probation Assistant's position has been vacant since March 25, 2023.
- Can the department use other wages until the next budget cycle?
  - Other wages are not suitable in recruiting, hiring, and retaining the Full Time Probation Assistant position.
  - The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
  - Other county Probation Departments of similar size use a comparable number of Probation Assistants.
- What core function will be impacted without filling the position prior to July 1?
  - Timely flow and management of department programs would be greatly impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - There would not be a negative fiscal impact to the County.
- 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?
  - The Probation Department is a General Fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted, such as audit exceptions?
  - The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?
  - The Probation Department is not requesting elimination of any positions.
  
- Departments shall provide an estimate of future general fund support for the next two years. How does the immediate filling of this position impact, positively or negatively, the need for general fund support?
  - This Probation Assistant position is 30% borne by the General Fund, with the remainder falling 20% into JJCPA, and 50% into YOBG in fiscal year 2022-2023. It is a position that is approved and funded in the current budget. A rough estimate for the position, provided by HR, including wages and benefits, is \$69,070.31. The cost to the General Fund would be \$41,442.19 over the course of two years, at 30% of the previously mentioned estimate, assuming no overall wage increases occur during the timeframe.
  
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years.
  - The Probation General Fund (20400) does not carry a reserve.
  - YOBG (20415)'s reserve has been gradually decreasing year over year but should still be able to sustain wages. Should the need arise, other juvenile grant funding could help alleviate some of the strain on this grant.
  - JJCPA (20402) has maintained a healthy reserve and should continue to do so in the near future.



**Chief Probation Officer**

**Management Analyst**

**Department Fiscal Officer**

**Administrative Assistant  
VACANT**

**Office Assistant**

**Supervising Probation Officer  
VACANT**

**Adult Services**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**Deputy Probation Officer  
VACANT**

**Probation Assistants**

**Probation Assistant**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Juvenile Services**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**FTE:**

**Allocated: 17.0**

**Filled: 9.0**



**PLUMAS COUNTY  
PROBATION  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Authorize the Chief of Probation to recruit and fill, funded and allocated; 1.0 FTE Administrative Assistant position; vacancy due to resignation.

---

**Recommendation**

Approve and authorize the Chief of Probation to recruit and fill the funded and allocated 1.0 FTE Administrative Assistant I/II position. This position is funded 90% out of the Probation General Fund, 5% in JJCPA, and 5% in YOBG in Fiscal Year 2022-2023.

**Background and Discussion**

On March 25, 2023, this FTE Administrative Assistant position became vacant due to resignation. This position is responsible for a variety of administrative, staff, and office management duties for the Probation Department. The position maintains and tracks a variety of fiscal and budget control journals, documentation, and reporting as required, as well as preparing payroll, and facilitating purchasing procedures within the department.

This position plays a critical support role in the Probation Department's ongoing operations.

This position is largely funded via the Probation General Fund (20400) at 90%, with the remaining 10% split evenly between JJCPA and YOBG.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Administrative Assistant position.

**Action:**

**Attachments:**

1. AA critical staffing questionnaire FY22-23 - Admin Assistant
2. PCPROB - Org Chart Positions Mar 2023
3. Administrative Assistant I
4. Administrative Assistant II\_201408281507300165

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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Yes, the Administrative Assistant position is a legitimate business need.
- Why is it critical that this position be filled at this time?
  - The main function of this position is administrative support, spanning a wide range of office duties including fiscal support functions such as payroll, payment of invoices, quarterly reporting, among others. It is critical that the position be filled in order to maintain timeliness with payment of invoices, payroll duties, and reporting.
- How long has the position been vacant?
  - The Administrative Assistant's position has been vacant since March 25, 2023.
- Can the department use other wages until the next budget cycle?
  - Other wages are not suitable in recruiting, hiring, and retaining the Full Time Administrative Assistant position.
  - The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
  - Other county Probation Departments of similar size use a comparable number of Administrative Assistants.
- What core function will be impacted without filling the position prior to July 1?
  - Timely flow and management of department programs would be greatly impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - There would not be a negative fiscal impact to the County.
- 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?
  - The Probation Department is a General Fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted, such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
  - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years. How does the immediate filling of this position impact, positively or negatively, the need for general fund support?
  - This Administrative Assistant position is 90% borne by the General Fund, with the remainder falling 5% into JJCPA, and 5% into YOBG in fiscal year 2022-2023. It is a position that is approved and funded in the current budget. A rough approximation for the position's yearly salary, including wages and benefits, is \$68,445.20. The cost to the General Fund would be \$123,201.36 over the course of two years, at 90% of the previously mentioned estimate, assuming no overall wage increases occur during the timeframe.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years.
  - The Probation General Fund (20400) does not carry a reserve.
  - YOBG (20415)'s reserve has been gradually decreasing year over year but should still be able to sustain wages. Should the need arise, other juvenile grant funding could help alleviate some of the strain on this grant.
  - JJCPA (20402) has maintained a healthy reserve and should continue to do so in the near future.



**Chief Probation Officer**

**Management Analyst**

**Department Fiscal Officer**

**Administrative Assistant  
VACANT**

**Office Assistant**

**Supervising Probation Officer  
VACANT**

**Adult Services**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**Deputy Probation Officer  
VACANT**

**Probation Assistants**

**Probation Assistant**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Probation Assistant  
VACANT**

**Juvenile Services**

**Deputy Probation Officer**

**Deputy Probation Officer  
VACANT**

**FTE:**

**Allocated: 17.0**

**Filled: 9.0**

## **ADMINISTRATIVE ASSISTANT I**

### **DEFINITION**

Under direction, to serve as administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This class may be used as an entry level for individuals with secretarial experience but no detailed program or policy knowledge of the program or service area of assignment. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Administrative Assistant II. Where the position is flexibly staffed.

### **REPORTS TO**

A County Department Head, or major unit administrator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide work coordination and direction for other office support staff.

## **ADMINISTRATIVE ASSISTANT I – 2**

### **EXAMPLES OF DUTIES**

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies
- Maintains and submits payroll documents and records.
- Establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs work processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

## **ADMINISTRATIVE ASSISTANT I – 3**

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

#### **Ability to:**

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **ADMINISTRATIVE ASSISTANT I – 4**

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least two (2) years of responsible experience performing a variety of administrative and office support work at a level equivalent to Secretary with Plumas County, including substantial experience in a public contact position.

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

## **ADMINISTRATIVE ASSISTANT II**

### **DEFINITION**

Under direction, to serve as primary administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced specialized working level in the Administrative Assistant class series. Positions provide a variety of administrative, staff, and office management support for an assigned County Department, large work unit, or County Board or Commission. Incumbents report directly to the Department Head or major unit administrator with broad program responsibilities. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department or unit of assignment.

### **REPORTS TO**

A County Department Head or major unit administrator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide work coordination and direction for other office support staff.

## **ADMINISTRATIVE ASSISTANT II – 2**

### **EXAMPLES OF DUTIES**

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies.
- Maintains and submits payroll documents and records; establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

## **ADMINISTRATIVE ASSISTANT II – 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **KNOWLEDGE OF:**

- County of policies, rules, and regulations.
- Laws, rules and regulations affecting assigned program functions and services.
- Budget development and control.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

#### **ABILITY TO:**

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.

## **ADMINISTRATIVE ASSISTANT II – 4**

### **ABILITY TO CONTINUE:**

- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

**TRAINING AND EXPERIENCE:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Administrative Assistant I with Plumas County.

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



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** DeLena Jones  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Director of Public Health to recruit and fill (1) one extra-help assistant cook position for the Senior Services program at the Portola site.

---

**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 Assistant Cook for the Senior Nutrition program at the Portola site.

**Background and Discussion**

There is a need to hire a new extra help assistant cook at the Portola site. The extra help position is needed due to the termination of the previous cook.

**Action:**

Authorize the Department of Public Health to fill one extra-help assistant cook position for the Senior Services program at the Portola site

**Attachments:**

1. Critical Staffing Request Asst Cook 7\_26\_22
2. 4-Seniors Nutrition & Transportation

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Assistant Cook/Extra-help Assistant Cook / Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.**
- Why is it critical that this position be filled at this time?  
**Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.**
- How long has the position been vacant?  
**Effective 7/18/22**
- 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. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?      **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve?      If yes, provide the activity of the department's reserve account for the last three years?

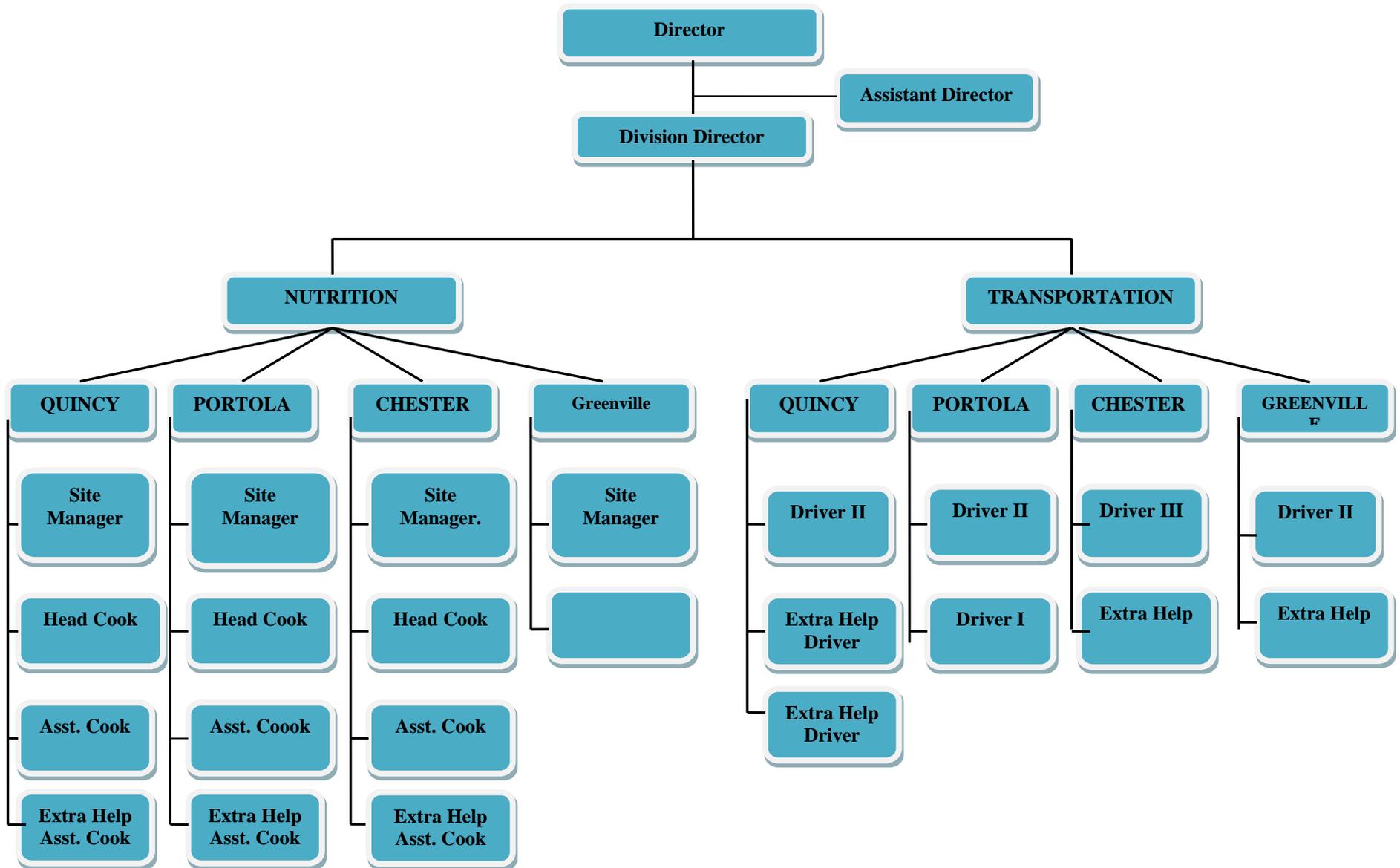
FY18/19 = \$582,102

FY19/20 = \$1,410,133

FY20/21 = \$1,421,255

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

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

**FROM:** John Mannle, Director of Public Works

**MEETING DATE:** April 4, 2023

**SUBJECT:** Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and InterMountain Disposal, to host the Tire Amnesty Day Event; not to exceed \$10, 000.00 (Costs reimbursed by CalTrans "Clean California Program"); approved as to form by county Counsel.

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**Recommendation**

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the board of Supervisors to execute the attached contract.

**Background and Discussion**

In past years, Plumas County Public Works has hosted tire amnesty events for the Solid Waste Division. These events allow residents to dispose of unwanted tires free of charge. Public Works Solid Waste staff has coordinated with Cal-Trans Clean California to be reimbursed for tire amnesty events. Under this agreement, Cal-Trans will reimburse the County up to \$30,000 for expenses incurred from hosting tire amnesty events. Both franchise contractors, Feather River Disposal and InterMountain Disposal will be participating in the events held in their franchise operation areas. Feather River Disposal's agreement with the County is being reviewed by Feather River Disposal and County Legal Counsel. After the County reimburses the franchise contractors for their participation in the tire amnesty events, Cal-Trans Clean California will then reimburse the County for their payment to the franchise contractors.

The attached contract between InterMountain Disposal and Plumas County Public Works, approved as to form by County Counsel, allows Public Works to reimburse InterMountain Disposal up to \$10,000 for expenses incurred from hosting tire amnesty events, through June 30, 2024.

**Action:**

Approval of agreement between InterMountain Disposal and Plumas County Public Works – allowing Plumas County Public Works Department to reimburse InterMountain Disposal for expenses incurred from hosting Tire Amnesty Days.

**Attachments:**

1. IMD Contract w/ CC Approval Page

## 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 **Department of Public Works** (hereinafter referred to as “**County**”), and InterMountain Disposal, a California Corporation (hereinafter referred to as “**Contractor**”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with labor and materials the Tire Amnesty Events located at 73981 Industrial Way, Delleker, CA 96129 pursuant to section 5.07 of the 2017 Franchise Contract between County and Contractor, attached as Exhibit A for reference.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Dollars (\$10,000).
3. Term. The term of this agreement shall be from Date of Execution through June 30, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

County:

Department of Public Works  
County of Plumas  
1834 East Main Street  
Quincy, CA, 95971  
Attention: Sean Graham; Solid Waste Program Manager

Contractor:

InterMountain Disposal, Inc.  
185 North Beckwith Street  
Portola, CA, 96122  
Attention: Candice Ross

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. 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.
25. 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.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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:**

InterMountain Disposal a California Corporation

By: \_\_\_\_\_  
Ricky Ross  
Chief Executive Officer  
Date signed:

By: \_\_\_\_\_  
Candice Ross  
Chief Financial Officer  
Date signed:

**COUNTY:**

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

**APPROVED AS TO SCOPE OF WORK:**

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

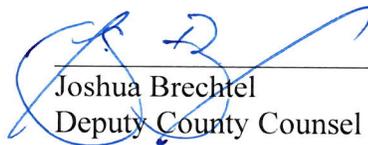
**CONCURRENCE:**

By: \_\_\_\_\_  
Dwight Ceresola  
Chair, Board of Supervisors  
Date signed:

**ATTEST:**

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

Approved as to form:

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

3/7/2023

## EXHIBIT A

### Scope of Work

#### 5.07: COMMUNITY DROP-OFF EVENTS

Contractor shall hold drop-off events at a location or locations selected by the County to allow residential customers to drop off acceptable material. Acceptable materials, which shall be determined by the County after consultation with an agreement by Contractor, may include one or more of the following: E- waste, bulky waste, universal waste, recyclable materials, household hazardous waste.

1. General requirements. Contractor shall promote, manage, staff, and operate drop-off event(s) for residential customers scheduled for one (1) weekend day (i.e., Saturday or Sunday) or two (2) consecutive weekend days upon request from County. County shall approve the date of the drop-off event and all advertisements or public announcements related to such event. Contractor shall promote the event by preparing billing inserts to be included in each customer's bill and by advertising for a minimum of two (2) consecutive weeks in a local area newspaper, as approved by County.
2. Contractor shall manage, staff, and supervise the event. Contractor shall provide traffic control and signage; inspect materials delivered to the event; separate materials; document each material type and quantity; transport collected materials to reuse, processing or disposal locations; and clean up the location at the end of the event. Contractor shall not charge customers delivering materials to the event, unless the volume of such material exceeds three (3) cubic yards (CY), in which case the materials shall be deemed commercial and not residential, and shall not be accepted at such an event.
3. Accepted materials. Customers may deliver and Contractor shall accept household hazardous waste, major appliances, bulky items and E-waste at the drop-off events designated for those items. Contractor shall be allowed to reject: liquids or sludges; cement; dirt; asphalt; concrete; other hazardous wastes; or infectious waste. No commercial waste will be accepted at these events.
4. Participants. Contractor shall verify that residents live in Plumas County by reviewing a driver's license or local utility bill.
5. Event days. Contractor shall accept materials from residential customers only over one (1) weekend day (i.e., Saturday or Sunday) or two (2) consecutive weekend days.
6. Recycling and reuse. Contractor shall collect materials in a manner that maximizes reuse, recycling and diversion of materials from disposal. Contractor shall make reasonable efforts, within the framework of this agreement and the rate structure contained herein, to ensure that diversion goals are met or exceeded. Contractor shall transport separated recyclable materials to the designated transfer facility or an alternative processing site with advance authorization from County. Contractor shall coordinate with reuse vendor(s) where feasible to have a representative present at the drop-off

event to accept reusable items. Disposal of materials shall be Contractor's last option.

7. Handling Major Appliances. Major appliances shall be reused, recycled, or disposed by Contractor in accordance with requirements of applicable law. Appliances shall be certified as having hazardous materials removed before they shall be accepted. Any changes to such regulations made after the Effective Date shall be addressed as though they are a change in law in accordance with Section 16.02.
8. Scheduling community drop-off Events. Upon request from County, Contractor shall promote, manage, staff, and operate community drop-off events described in this Section. If County exercises such right, it shall provide written notice to Contractor at least three (3) months before the first Day of the requested drop-off event.

**EXHIBIT B**  
**Fee Schedule**

1. Plumas County has agreed to reimburse Intermountain Disposal, an amount not to exceed \$10,000.00 to fulfill its obligations under this AGREEMENT.
2. Based on the amount of material collected during the Tire Amnesty event, Intermountain Disposal shall send its invoices to Plumas County within 45 (Can change this to be a shorter time frame) days of the Dump Day event for the latter's share of the Dump Day Costs.
3. Intermountain Disposal shall send invoices to Plumas County. The itemized invoice shall contain the following:
  - (a) STATE's Clean California Program Code: CLEANCADMP;
  - (b) AGREEMENT number;
  - (c) Date(s) of services;
  - (d) Location of services;
  - (e) Number of hours and hourly rates;
  - (f) Receipts for trash disposal;
  - (g) Receipts for equipment, materials, and supplies; and
  - (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.



**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and ABS Builders, Inc., for repairs to the Chester Transfer Station; not to exceed \$36,688.00; approved as to form by County Counsel.

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**Recommendation**

Public Works Solid Waste Division staff respectfully recommends that the Board of Supervisors authorize the Public Works Director and Chair of the Board of Supervisors to execute the attached Services Agreement with ABS Builders Inc., not to exceed \$36,688.00.

**Background and Discussion**

On April 18, 2022, Feather River Disposal staff working at the Chester Transfer Station damaged a steel support column with a loader. This collision caused damage to the steel support column as well as the concrete wall supporting the column.

On January 23, 2023, Plumas County Public Works published a formal request for bids for repairs to the Chester Transfer Station that would include removing and replacing the damaged steel column as well as repairing the concrete support wall. Bid documents were opened on Thursday, March 9, at 3:00 pm. Two bids were received for \$36,688.00 and \$47,000.00. The apparent low bidder was determined to be ABS Builders Inc. with a bid of \$36,688.00. The attached Service Agreement between Plumas County Public Works and ABS Builders Inc. has been approved as to form by County Counsel.

The total compensation for this contract shall not exceed \$36,688.00. The source of funding for this contract is the Public Works Solid Waste Fund and does not involve Plumas County general funds.

**Action:**

Approval of agreement with ABS Builders, Inc. for repairs to the Chester Transfer Station.

**Attachments:**

1. Chester Transfer Station Repair Contract

## 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 **Department of Public Works** (hereinafter referred to as “**County**”), and **ABS Builders, Inc.**, a California Corporation (hereinafter referred to as “**Contractor**”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Six Thousand Six Hundred and Eighty Eight Dollars (\$36,688.00).
3. Term. The term of this agreement shall be from date of execution through December 31, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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ABS

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

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

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



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

County:

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

Contractor:

ABS Builders Inc.  
1023 Main Street  
Colusa, CA, 95932  
Attention: Amy Schmidt, Chief Financial Officer

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. 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.
25. 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).

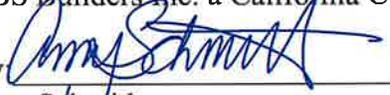
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. 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.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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:**

ABS Builders Inc. a California Corporation

By:   
\_\_\_\_\_  
Amy Schmidt

Chief Executive Officer

Date signed:

By:   
\_\_\_\_\_  
William Schmidt

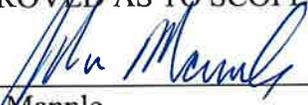
Secretary

Date signed:

**COUNTY:**

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

**APPROVED AS TO SCOPE OF WORK**

By:   
\_\_\_\_\_  
John Mannle

Director of Public Works

Date signed:

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

Dwight Ceresola

Chair, Board of Supervisors

Date signed:

**ATTEST**

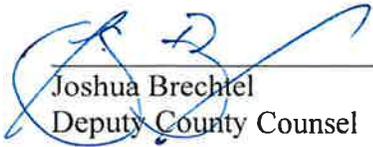
By: \_\_\_\_\_

Heidi White

Clerk of the Board of Supervisors

Date signed:

Approved as to form:

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

3/20/2023

## Specifications

### 2023 Chester Transfer Station Repairs

Plumas County Solid Waste Division is currently soliciting formal bids for contractors to provide repairs to the Chester Transfer Station. A large piece of equipment made contact with a steel, tapered I-beam column causing the beam flange to twist and deform. Subsequently, the connection to the concrete perimeter wall was also damaged.

A Notice to Proceed will be issued within 10 days of the approval and execution of the contract by the Plumas County Board of Supervisors. Performance of the proposed work shall start no earlier than Board of Supervisors execution of the contract and shall be completed no later than August 31, 2023.

The available work days and hours for this project are Monday through Friday, 8 am to 5 pm.

A staging area is available at the Transfer Station for this project.

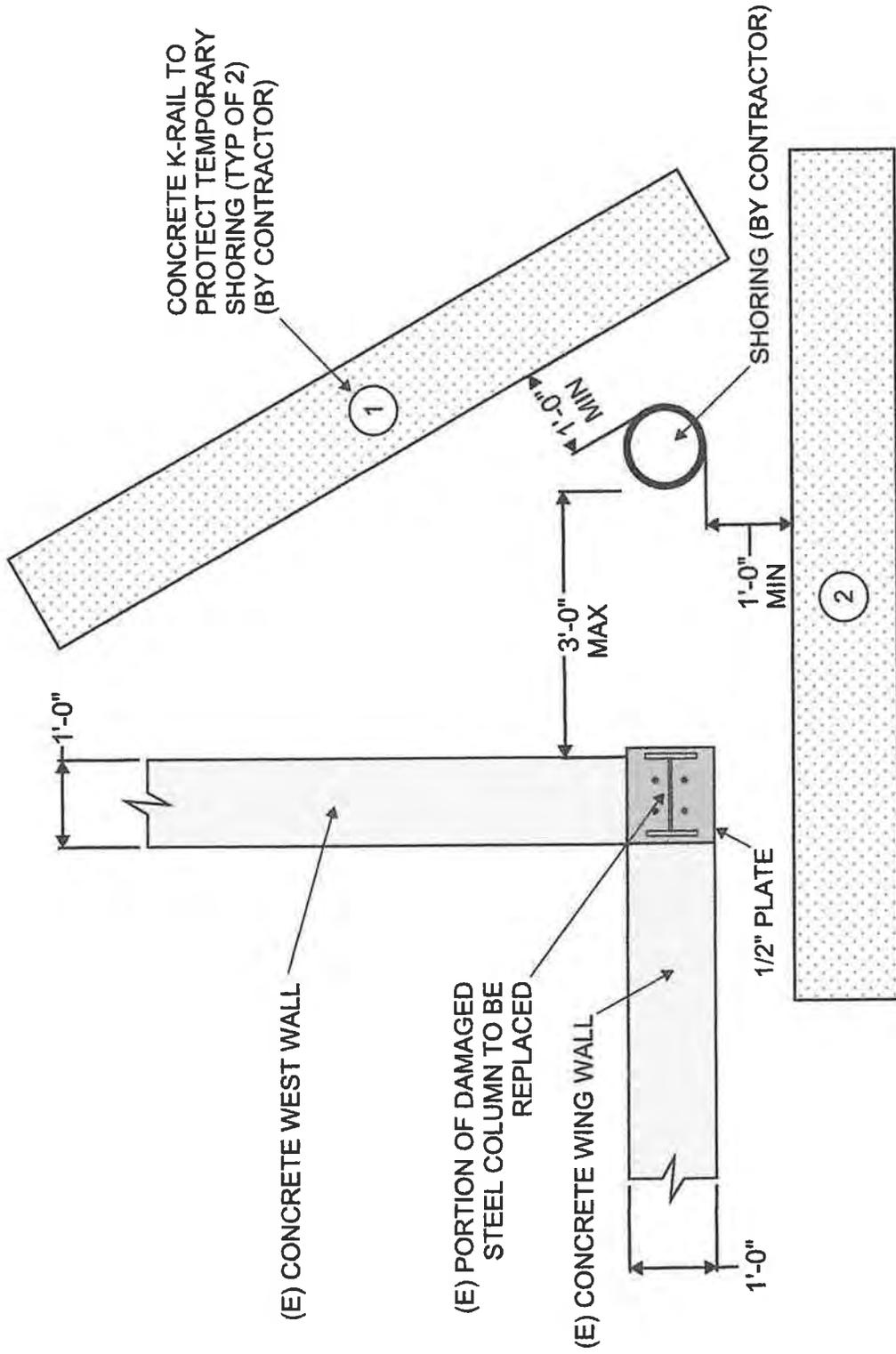
Bids will not be accepted after February 28, 2023 at 3:00 pm.

**Scope of Work:** The work will consist of temporarily shoring and supporting the manufactured steel building, removing the damaged portion of the steel column and installing a new steel column. The concrete wall supporting the column will also need repair. See attached photographs depicting the damage and repair details. A temporary shoring / support plan will need to be prepared by a licensed California civil or structural engineer as part of the scope of work.

### Contractor Responsibilities

- Register as a public works contractor with State Department of Industrial Relations
- Pay State prevailing wages
- Follow apprenticeship requirements as necessary
- Maintain and submit certified payroll records with State Department of Industrial Relations





(B) PLAN VIEW DETAIL

Complete the following chart by typing or use pen and ink.

2023 Chester Transfer Station Repairs Bid

Bid Item (Furnished and installed, complete and in place.)	Quantity	Unit Price	Total Price
Repair Steel Column	1	\$ 21,375 -	\$ 21,375 -
Repair Concrete Wall	1	\$ 8,875 -	\$ 8,875 -
Shoring Plans by a licensed civil/structural engineer	1	\$ 2,500 -	\$ 2,500 -
Repair light gauge fascia beam above entrance	1	\$ 3,938	\$ 3,938
<b>TOTAL:</b>			\$ 36,688

Name & Address of BIDDER: (Please Print)

ABS BUILDERS INC (Please include your Business Card)  
1023 Main St  
Colusa, CA 95932

Signature: Amy Schmidt Title: President

Telephone: 530-458-2299

E-mail: amy@absbuildersinc.com

Date: 3/8/2023

## EXEMPTION from WORKERS' COMPENSATION

To be exempt from worker's compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers' compensation laws of California. (See *Business and Professions Code Section 7125.*)

For exemption from worker's compensation, please complete the requested information, check the box, and sign the form.

<b>SECTION 1 – BUSINESS NAME / SOLE PROPRIETOR NAME AND ADDRESS</b>		
FULL BUSINESS NAME <b>ABS BUILDERS, INC</b>		
BUSINESS MAILING ADDRESS <b>1023 MAIN ST</b>		City State Zip <b>COLUSA CA 95932</b>
BUSINESS PHONE NUMBER <b>530-458-2299</b>	BUSINESS FAX NUMBER <b>530-458-2238</b>	BUSINESS E-MAIL ADDRESS <b>amy@absbuildersinc.com</b>

<b>SECTION 2 – CHECK BOX</b>
<input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of the State of California.

<b>SECTION 3 – SIGNATURE</b>	
I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker's compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Worker's Compensation Insurance, submit that certificate to Plumas County Public Works Office within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law.	
Date <b>3/15/23</b>	Signature of (Owner, Partner, or Officer) <b>Amy Smith</b> <span style="float: right;"><b>President</b></span>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Krissy Tritten	
Bidwell Insurance Agency, Inc.		<b>PHONE (A/C, No, Ext):</b> 530-894-1096	<b>FAX (A/C, No):</b> 530-894-1990
1270 E 9th Street		<b>E-MAIL ADDRESS:</b> krissy@bidwellinsurance.com	
Chico CA 95928		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Gemini Insurance Company	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
<b>INSURED</b>			
ABS Builders Inc			
1023 Main St			
Colusa CA 95932			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		VIGP022463	10/19/2022	10/19/2023	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1000000
	OTHER:						GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 1000000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB			VIFX001764	10/19/2022	10/19/2023	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1000000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is named additional insured as to the general liability insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

County of Plumas	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
520 Main Street	
Quincy CA 95971	AUTHORIZED REPRESENTATIVE
	<i>Krissy Tritten</i>

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**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Receive the 2022 Annual report from Feather River Tourism Association per the Marketing District Management Plan dated October 6, 2020; and Approve and authorize a bridge loan of \$24,000.00 to cover late receipt of FRTA Assessments for Quarter 4 of 2022; discussion and possible action. Roll call vote

---

**Recommendation**

**Background and Discussion**

**Action:**

**Attachments:**

1. FRTA - Loan request
2. FRTA 2022 Annual Report



To: The Honorable Board of Supervisors, Plumas County

From: Board of Directors, Feather River Tourism Association

Date: March 21, 2023

Recommendation for Action Item:

Receive the 2022 Annual Report from the Feather River Tourism Association per Marketing District Management Plan dated October 6, 2020, and authorize a bridge loan of \$24,000 to cover late receipt of FRTA Assessments for 2022, Quarter 4.

The request for the bridge loan of \$24,000 is precipitated by failure of the County Tax Collectors Office to comply with Item 2, A, B, and C of the Agreement for Services dated 10/13/20. This item establishes the requirement that the County shall forward all FRTMD assessment funds collected within 30 days of collection as well as appropriate documentation. Failure to comply with the 10/13/20 Agreement for Services has impacted FRTA's cash flow and ability to continuously operate.

Respectfully submitted,

*Susan Bryner*

Susan Bryner  
Treasurer, Feather River Tourism Association

***Feather River Tourism Association  
P.O. Box 1307, Quincy, CA 95971  
FeatherRiverTourism.com • PlumasCounty.org  
info@featherrivertourism.com***

## AGREEMENT FOR SERVICES

This Agreement, dated June 1, 2021, is by and between the County of Plumas, hereinafter referred to as the "County," and Feather River Tourism Association, hereinafter referred to as "Contractor," collectively referred to as the "Parties."

### RECITALS

A. On 10/13/20, the Board of Supervisors adopted Resolution number 8528, hereinafter the "Resolution," establishing the Feather River Tourism Marketing District, hereinafter "FRTMD," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."

B. Contractor was designated in the Resolution and FRTMD Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36612.

C. Streets and Highways Code section 36651 requires the County contract with the Owners' Association for provision of FRTMD services.

D. Contractor is willing to provide services to the County on the terms and conditions set forth in this Agreement.

### AGREEMENT

Now, therefore, the Parties agree as follows:

1. Engagement. County hereby retains Contractor to provide the services described in Exhibit A, and Contractor accepts such engagement.

2. Payment. County shall forward to Contractor all FRTMD assessment funds collected within thirty (30) days of collection, less any County administrative fees as authorized in the FRTMD Management District Plan.

A. The County shall provide to Contractor TOT Certificates. The County shall be responsible for imposing the appropriate Penalties and Interest provisions stipulated in the FRTMD Management District Plan.

B. The County shall provide to Contractor quarterly reports within thirty (30) days of remittance listing total assessment collected

C. The County shall notify Contractor within thirty (30) days of the County Tax Administrator mailing of a new Transient Occupancy Registration Certificate to operators of lodging businesses registering to commence business within the FRTMD.

3. Term. The term of this Agreement shall begin on January 1, 2021 and end on December 31, 2025 or, if the FRTMD is disestablished prior to December 31, 2025, the effective date of FRTMD disestablishment.

4. Termination/Disestablishment. The County has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the FRTMD pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the County Board of Supervisors finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district and a noticed hearing on disestablishment is held, or (2) in the thirty-day period following the anniversary of the district's formation, business owners paying fifty percent (50%) or more of the assessment file a written protest with the County and a hearing on disestablishment is held. Any retention of FRTMD revenues by Contractor shall comply with the 1994 Law.

5. Indemnification.

A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

B. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify Contractor, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of County, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder.

6. Insurance. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude County from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

A. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Contractor further assures that it will comply with such provisions before commencing the performance of work

under this Agreement. Contractor shall furnish to County certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of Contractor's and subcontractors' employees. Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense. Neither Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

B. 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).

7. Independent Contractor. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and the County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

A. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

D. Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, and County laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of County is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the County.

E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon

two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

8. Conformity with Law.

A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, resolutions, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

9. Taxes. Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

10. Ownership of Documents.

A. All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies), respecting in any way the subject matter of this Agreement, shall remain the property of the Contractor as instruments of service.

B. The County's rights under this Section shall not extend to any computer software used to create such Documents and Materials.

C. Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 6250 et seq.

11. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of services required under this Agreement. 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. Contractor shall provide written notice to County within 48 hours of learning a conflict of interest, direct or indirect, exists.

12. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

- C. **Overnight Delivery:** When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. **Electronic Mail:** When the recipient, by an email sent to the email address for the sender stated in this section, acknowledges having received that email, with an automatic "read receipt" constituting acknowledgment of an email for purposes of this section.
- E. **Addresses for purpose of giving notice are as follows:**

<p><b>To County:</b></p> <p>520 Main Street, room 309 Quincy, CA 95971</p> <p><b>Email Address:</b> gabrielhydrick@countyofplumas.com</p>	<p><b>To Contractor:</b></p> <p>P.O. Box 1807 Chester, CA 96920</p> <p><b>Email Address:</b> karenkleven@gmail.com</p>
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- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
- F. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

13. Equal Employment Opportunity Practices Provisions. Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

14. Compliance with Licensing Requirements. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the County.

15. Audits and Records Access.

A. Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement of FRTMD assessment funds, and shall furnish to the County, within thirty (30) days after examination, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by Contractor.

B. Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall comply with the California Public Records Act.

C. Contractor shall be required to conduct an audit every other year commencing in 2022.

16. Documents and Materials. Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, defined as any and all documents, contracts, subcontracts, receipts, invoices, plans, and other paper or electronic writings and other materials used for the provision of services under this Agreement. Contractor shall make available such documents and materials within 30 days of request by the County.

17. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties hereto, shall be governed by the laws of the State of California. Any litigation arising out of or in connection to this Agreement shall be venued in the County of Plumas.

19. Advertising or Publicity. Contractor shall not use, reproduce or copy the seal of the County and shall not represent the County in an official capacity as spokesperson or officer or agent or use the name County of Plumas, or the names of the County's officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the County in each instance unless set forth in this Agreement. Nothing in this section prohibits Contractor from using the name Feather River Tourism Marketing District or County of Plumas for regional identification for promotion and marketing of the FRTMD.

20. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral,

between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties.

21. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the Parties; however, this Agreement shall be subject to any amendments to the FRTMD Management District Plan adopted by the Board of Supervisors pursuant to the 1994 Law. No supplement, amendment or modification of this Agreement, except for a duly adopted amendment to the FRTMD Management District Plan, shall be binding unless it is in writing and signed by authorized representatives of both Parties.

22. Assurance of Performance. If at any time the County has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

23. Subcontracting/Assignment. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

B. Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the County.

C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

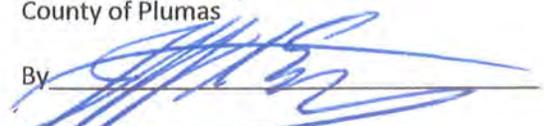
24. Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation obligations regarding indemnification, ownership of documents, and conflict of interest, shall survive termination or expiration for two (2) years.

25. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the Parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

County of Plumas

By

  
Jeff Engel  
(print name)

Title: Chair, Board of Supervisors

Date:

6-1-2021

ATTEST:

By



Heidi Putnam, Clerk of the Board

Date:

6-1-2021

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

5/14/2021

Feather River Tourism Association

By



Karen Kleven

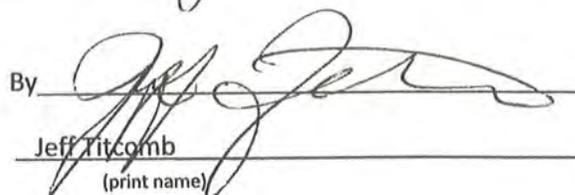
(print name)

Title: CEO

Date:

May 20, 2021

By

  
Jeff Titcomb  
(print name)

Title: Secretary

Date:

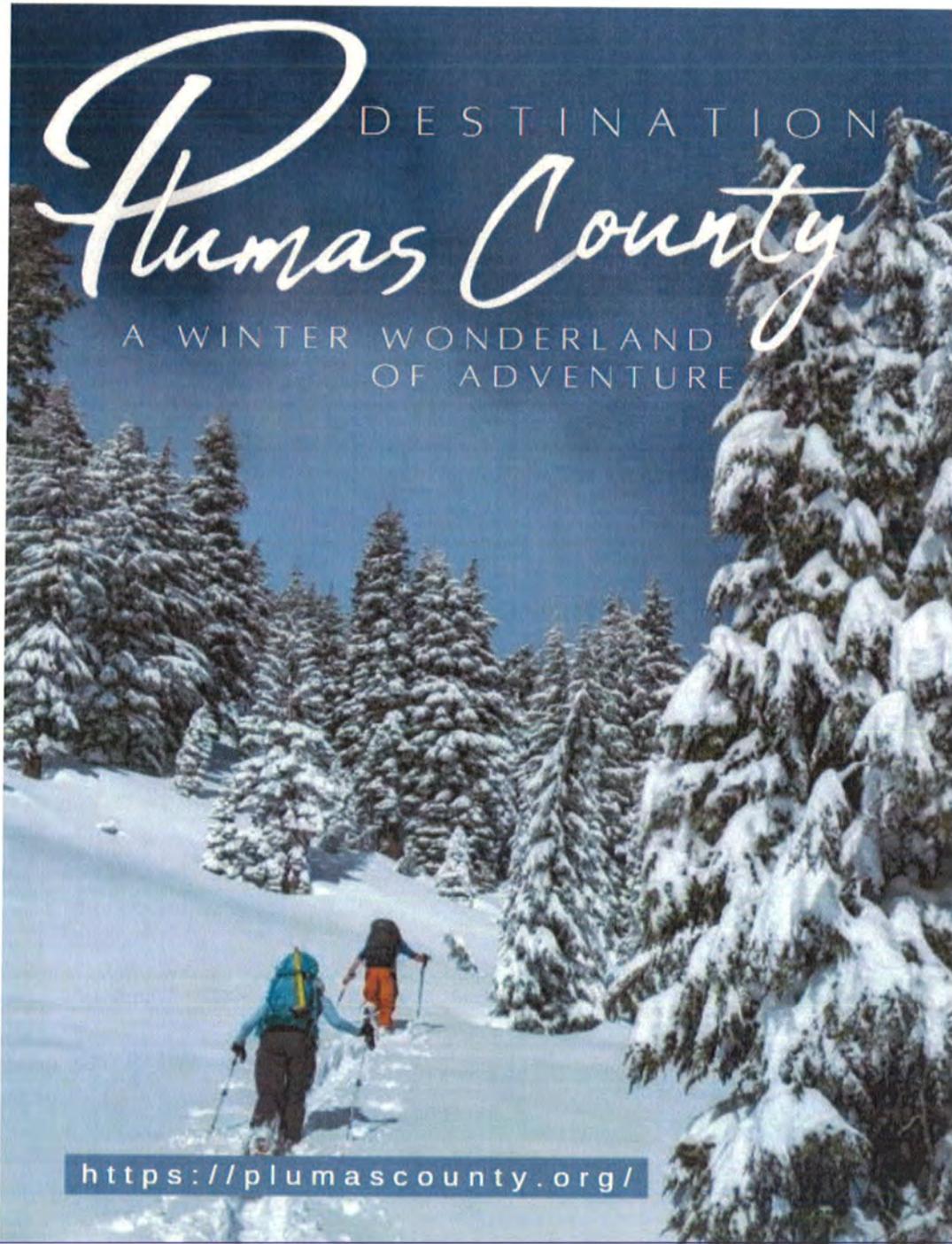
May 19, 2021

## EXHIBIT A

### Scope of Services

Contractor shall provide the following services:

1. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
2. Contractor will provide projects, programs and activities that benefit businesses within the FRTMD in accordance with the FRTMD Management District Plan attached hereto and any subsequent amendments thereto.
3. Contractor shall perform responsibilities under the Property and Business Improvement District Law of 1994 (the "Law") including but not limited to:
  - a. Preparation of the Annual Report required by the Law, which shall include:
    1. Any recommended changes to boundaries;
    2. The improvements and activities to be provided for that fiscal year;
    3. An estimate of cost for providing the improvements and activities;
    4. The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year;
    5. The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
    6. The amount of any contributions to be made from sources other than assessments.
  - b. Delivering the Annual Report at least thirty (30) days preceding the fiscal year for which assessments are to be levied and collected to pay the costs of the improvements.
4. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from County.



ANNUAL REPORT 2022



# Feather River Tourism Association & Marketing District Annual Report 2022

## Executive Summary

The vision of FRTA is to realize our region's full potential as a travel destination. In doing so, the goal of our management plan is to increase visitation to lodging businesses in central and western Plumas County by providing results-oriented marketing, advertising and tourism resources.

In 2021, with no operating funds beyond that received from a private loan, we focused on developing a strategic plan through a collaborative process with lodging, restaurant, retail, the arts, and recreation businesses across the region. A proud accomplishment that year was also fast tracking 2 videos to promote our existence to the outside world who thought Plumas County had completely burned in the Dixie fire.

In 2022, FRTA budgeted for \$176,649 in revenues (4<sup>th</sup> Q 2021 – 3<sup>rd</sup> 2022 revenues). Actual revenues received were \$237,853. With FRTA was able to retire \$45K in start-up loans and began moving forward with the goals and objectives of the District's Strategic Plan. PlumasCounty.org was launched, retaining the domain with all new content and upgrades. Work began on press releases and story content for blogs, advertising, and social media and collecting and assembling visual assets. A local PR firm was engaged in late summer with the objective to develop regional, state, and national media contacts, write and submit press releases, calendar submissions and blogs, and contract with and submit content with regional web and print advertisers.

\$39,125 in microzone funds were granted in 2022 to activities and events across their respective regions with the intent of drawing travelers during the "off season", October – May. Quincy-Bucks Lake Microzone granted \$11,300 to 4 events. Lake Almanor granted \$27,825, to 6 events, including assisting Indian Valley with funds for the grand opening celebration of Riley's Jerky.

2022's challenges were very much like those in 2021. The need to retire the start-up debt depleted the ability to hire administrative help. With this lack of administrative capacity FRTA leaned on its all-volunteer board of directors. Working with the tax collector continued to be difficult regarding timely receipt of revenues and reports, and data on revenues from microzones. This again made accurate financial reporting impossible and created difficulties in clearly meeting contractual obligations to microzones. In addition, as in 2021, FRTA continued to lose revenue from lodging providers not paying TOT and/or the 2% FRTMD assessment.

Moving forward into 2023. FRTA's 2023 budget has been approved. An Executive Director was hired in January. The grant program to promote and create events and activities to boost visitation during the "off-season" continues, with an estimated \$55K available for grant funds. Marketing objectives include acquiring a full four seasons of visual assets – photography and video, aggressive social media campaigns to increase awareness of the area and link clicks to PlumasCounty.org, and lodging providers, an expansion of written and visual story content, and aggressive print and digital advertising.

# Annual Report 2022

## VISION:

To realize our area's full potential as a travel destination, the Feather River Tourism Association and Management District (FRTMD) will focus work on improving the quality of life for the people of our communities, through an improved economy, while preserving our natural resources. This effort will steer a new era of development, growth, and opportunity for our residents and business community.

## MISSION:

Our mission as the Feather River Tourism Management District (FRTMD) is to increase visitation to lodging businesses in western Plumas County by providing results-oriented marketing, advertising and tourism resources.

## HISTORY OF FRTMD and FRTA

Funding for County-wide tourism promotion was eliminated in 2012 by the Plumas County Board of Supervisors because of budget constraints. A small group of countywide community members began searching for tourism funding options that would be sustainable and effective and the best option was a Tourism Marketing District (TMD), whereby assessments from lodging providers provide funding for marketing. They hired an agency, Civitas, in 2015 to provide the expertise to create a Plumas County TMD at a cost of \$40,000 which was raised through individual loans. For three years, efforts were made to get at least 51% of county wide lodging providers in favor of forming a TMD, but a significant number of eastern Plumas lodging providers were opposed. In 2018 it was decided to form a district with Quincy, Bucks Lake, Feather River Canyon, Indian Valley and Chester/Lake Almanor - leaving out eastern Plumas County. By 2020, 66% of the total assessed lodging providers were in favor of the TMD and 51% was required to form the TMD. The Board of Supervisors passed a resolution to form the Feather River Tourism Marketing District (FRTMD) in fall of 2020 and to begin actual operations on January 1, 2021. The Feather Tourism Association was specified as the owner's association.

## 2022 ACCOMPLISHMENTS

Website [PlumasCounty.org](https://www.plumascounty.org) launched June 30 - Total Cost: \$62,520

- Places to Stay: 43 lodging providers listed with photos and amenities; 3500 visitors sent to lodging providers through "book now" links in 6 months.
- Dining & Entertainment: 27 restaurants with links
- Things to Do: Calendar of Events, 30 retail stores with photos and links, Wedding page, and 5 seasonal Traveler Guides
- Get Outside: 17 outdoor adventures and 20 destination pages.
- News & Updates: 17 Stories/Blogs published in 2022.

## **Public Relations and Marketing - Total Cost: \$36,435**

- Regional Press releases: Rileys Jerky Grand opening, Chester Ice Skating Rink, Longboard Races, Christmas tree cutting.
- Event releases -
  - Local events continually submitted to digital publications, and lifestyle and travel magazines.
    - Note, before submissions, many publication editors reported believing Plumas County completely burned.
- Social Media
  - Facebook increased over 300 followers - age range 45 to 65+
  - Instagram increased by 500 - age range 35-44
  - 70% women
- Print and digital advertising (See Appendix D)
  - Food and Travel Magazine Digital and Print- Winter marketing
  - Awesome Autumn brochures - redesigned and printed 1000 brochures that were distributed to 30 local businesses.
  - Visit California Digital and Print
  - Story Content
- Visual Assets - Contracted with five local photographers for over 50 fall and winter images.

## **Microzone Program Grants Total \$39,125**

Event Grants targeting the creation and/or promotion of events with emphasis on mainly during “off-season” and promoting each area as a desirable place for overnight visits. Given the effects of the Dixie Fire on Indian Valley the Lake Almanor Basin Micro zone agreed to fund Indian Valley event grants.

- Lake Almanor/Chester/Indian Valley Grants Approved \$27,825
  - 2022 Courage Triathlon
  - 2022 Holiday Shopping Tour
  - 2022 Riley’s Jerky Grand Opening
  - 2022 – 2023 Ice Skating Rink
  - 2022 New Year’s Eve Fireworks
  - 2023 Chilly Chili Cook-Off
- Quincy/Bucks Lake/Feather River Canyon Grants Approved \$11,300
  - 2022 Lost Sierra Pleine Aire Festival
  - 2022 Quincy Sparkle
  - 2023 Ground Hog Festival
  - 2023 Lost Sierra Pleine Aire Festival

## **Loans**

- Paid off \$37,000 start-up loans.
- \$30,000 operating loan remaining.

## FINANCIAL SUMMARY

### Comparison of District Assessments by Quarter Received

\*FRTMD Formed January 1, 2021

\*Dixie Fire began during 3<sup>rd</sup> Q 2021

\*Assessments received reduced by County 2% Fee

District Assess.	2022 Received	2021 Received
2021 Q4	Q1 \$36,049	
2022 Q1	Q2 \$36,600	Q2 \$11,286
2022 Q2	Q3 \$68,034	Q3 \$41,643
2022 Q3	Q4 \$96,270	Q4 \$55,923

### Assessment Revenues 2022

Assessment Revenues received for the 4<sup>th</sup> Q 2021 and 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Q 2022 - \$236,953  
Contact assessments received (one contracted lodging provider) - \$900

### 2022 Expenditures Per District Allocation

FRTMD's Management Plan allows proportional allocation of yearly assessments with carry-over contingencies. All are based on the net assessment except for County fees which are based on gross assessments. Financial data is recorded on a cash basis with revenues from 4<sup>th</sup>, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Q utilized during a budget year. 2022 revenues allowed the retirement of the balance of FRTA start-up debt.

## 2022 CHALLENGES

### Funding Challenges

- Revenue loss issues.
  - FRTA requested but has not received a list of lodging providers not paying the 2% assessment.
  - FRTA has requested that all lodging providers within the County, including vacation rentals, be required to have TOT certificates, as required by law, in order that assessments are both accountable and equitable. There has been no movement on this request to date.
  - Plumas County has contracted with AirBNB to collect TOT but has not revised the contract to include the FRTMD assessment.

- FRTA entered a \$5,900 contract with Granicus to provide addresses of non-compliant (not paying TOT and/or assessment) lodging providers. This information was forwarded to the tax collector's office with no response to date. Data indicated:
  - 102 lodging providers out of compliance, a loss of \$53,000 in FRTA revenues from June-December, 2021 based on 65% occupancy.
  - 35 lodging providers not paying TOT from June-December, 2021 with an estimated loss to County revenue of \$96,744 based on 65% occupancy.
- Concessionaires on public land paying TOT but not FRTMD assessment. FRTA provided examples to tax collector and county counsel showing other districts that collect both TOT and assessments on public land. Tax collector's office and county counsel decided not to pursue collection of the assessment on these concessionaires on Federal land in Plumas County.

### **Capacity Challenges**

- Re-payment of final \$37,000 in Start-Up loans decreased ability to staff the district in 2022
  - Relied on volunteers for administrative functions and board for day-to-day project oversight.

### **Budgetary & Stakeholder Accountability Challenges**

- The FRTA assessment is collected by the County Tax collector's office and sent to FRTA 45 – 60 days after assessment payments are received instead of the 30 days specified in the Management Contract signed by the County.
- Data on microzone assessments has not been received for 2021-2022. FRTA has been unable to clearly meet its contractual obligations to microzones due to lack of data and provide precise financial data.

## **MOVING FORWARD IN 2023 AND BEYOND**

### **Assessment**

- There are no proposed changes to the District assessment. It will remain at 2% of the revenue from lodging stays 30 days or less throughout the 2022 year.
- The carry-over of assessment revenues from 2022 was \$172,726. \$96,270 of this were 3<sup>rd</sup> Q Assessments, received in December 2022. With this carry-over the district can:
  - Hire a full time Executive Director in January 2023 at \$55,000
  - Contract for 2023 print and internet advertising. Cost \$53,850, contract payments due by February 2023

## District boundaries

- FRTMD district boundaries remain the same for 2022.
  - Lake Almanor Basin, Quincy, Bucks Lake, Feather River Canyon, and Indian Valley.
  - Lodging providers outside of FRTMD boundaries can take part in District marketing and activities by entering into voluntary agreements with the District.
- FRTMD has been approved for five years from January 1, 2021 through December 31, 2025 but can be extended by approval of 51% of lodging providers after the five year period. During the renewal phase FRTA would like to include Eastern Plumas County as part of the District if there is adequate interest by lodging providers in that area.

## Microzones

- The grant program to promote and/or create events and activities to boost visitation during the “off-season” will continue. Promoting the opportunity will be a key strategy of 2023.
  - Estimated availability of grant funds: \$55,000

## General Marketing Activities and Projects

- Acquire a full four seasons of visual assets – Photography and video
- Aggressive social media campaigns to increase awareness in targeted areas and link click to PlumasCounty.org
- Expansion of written and visual story content
- Print and Digital Advertising:
  - Weekend Sherpa <https://www.weekendsherpa.com/>
  - Visit California <https://www.visitcalifornia.com/>
  - Sierra Rec <https://sierrarecmagazine.com/>
  - Food & Travel Magazine <https://foodandtravel.com/>
  - 2023 will yield ROI data for above.
- Two ½ day tourism events will be held in 2023 in Quincy and Chester.
  - Purpose: Stakeholder communication, training, and feedback.
  - Stakeholders: Lodging, restaurants, retail, tourism providers
- Estimated Cost: \$122,350

## **FRTA BOARD OF DIRECTORS & STAFF**

Susan Bryner - Coldwell Banker Property Management, Lake Almanor

Sharon Roberts - St. Bernard Lodge, Lake Almanor

Katherine Sansone – Sansone +, Lake Almanor

Janice Haman - Goldpan Lodge, Quincy

Josie Litchfield - Kata Marketing and Wild Plumas, Indian Valley

Ricardo Jacobus - Quincy Courtyard Suites, Quincy

Karen Kleven – Chair at Large

Joe Niesyn – Executive Director

**Feather River Tourism Association  
Compiled Financial Statements  
December 31, 2022**

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ACCOUNTANTS COMPILATION REPORT

To the Board of Directors  
Feather River Tourism Association  
Chester, CA 96020

Management is responsible for the accompanying financial statements of Feather River Tourism Association A California Mutual Benefit Corporation, which comprise the Statement of Financial Position as of December 31, 2022 and the related Statement of Activities for the Period From January 1, 2022 to December 31, 2022 in accordance with cash basis accounting. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

As described in Note 7, we are not independent with respect to Feather River Tourism Association

*SingletonAuman PC*

SingletonAuman PC  
February 28, 2023

**Susanville:**

1740 Main Street, Suite A, Susanville, CA 96130  
530.257.1040 Fax: 530.257.8876

sa@sa-cpas.com  
www.sa-cpas.com

**Chester:**

PO Box 795, Chester, CA 96020  
530.258.2272 Fax: 530.258.2282

**Feather River Tourism Association**  
**Statement of Financial Position**  
As of December 31, 2022

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	Dec 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Plumas Bank 4415	
Operating Fund	97,167.32
Contingency Reserve	10,430.58
Microzone Fund	65,128.38
<b>Total Plumas Bank 4415</b>	<u>172,726.28</u>
<b>Total Checking/Savings</b>	<u>172,726.28</u>
<b>Total Current Assets</b>	172,726.28
<b>Other Assets</b>	
Organizational/Start-up Expense	33,466.10
<b>Total Other Assets</b>	<u>33,466.10</u>
<b>TOTAL ASSETS</b>	<u><u>206,192.38</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Long Term Liabilities</b>	
N/P TOB Adventures Inc (Note 6)	30,000.00
<b>Total Long Term Liabilities</b>	<u>30,000.00</u>
<b>Total Liabilities</b>	30,000.00
<b>Equity</b>	
Unrestricted Net Assets	70,331.90
Net Income	105,860.48
<b>Total Equity</b>	<u>176,192.38</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>206,192.38</u></u>

**Feather River Tourism Association**  
**Statement of Activities**  
 January through December 2022

	TOTAL
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Program Income</b>	
Contracted Assessment	1,742.19
Gross District Assessments	238,185.88
<b>Total Program Income</b>	239,928.07
<b>Other Types of Income</b>	
Miscellaneous Revenue	324.00
<b>Total Other Types of Income</b>	324.00
<b>Total Income</b>	240,252.07
<b>Expense</b>	
<b>Marketing Expense</b>	
Branding	2,000.00
Marketing Director Contract	4,850.85
Print/Online Media Advertising	1,388.53
Social Media Advertising	875.82
Visual/Asset Development	600.00
Web Fees	1,256.00
Website Development	42,520.98
<b>Total Marketing Expense</b>	53,492.18
<b>Overhead &amp; Administration</b>	
Permits & Fees	25.00
Personnel Recruitment	90.26
Amortization-Organizational Exp	2,574.32
Accounting Fees	4,271.00
County Assessment Collect Fee	4,763.72
Dues & Subscriptions	300.00
Insurance - Liability, D and O	1,765.50
Interest Expense	600.00
Office Expense & Supplies	696.76
Outside Contract Services	822.22
Vac Rental Identification	1,475.00
<b>Total Overhead &amp; Administration</b>	17,383.78
<b>Microzone Allocations</b>	
<b>Specific Area Funding</b>	
Almanor Area	10,275.00
Quincy Area	13,370.00
<b>Total Specific Area Funding</b>	23,645.00
Website Development	20,000.00
Marketing Director	19,870.63
<b>Total Microzone Allocations</b>	63,515.63
<b>Total Expense</b>	134,391.59
<b>Net Ordinary Income</b>	105,860.48
<b>Net Income</b>	105,860.48

See the Accompanying Accountant's Compilation Report

**Feather River Tourism Association**  
**Statement of Cash Flows**  
January through December 2022

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	<u>Jan - Dec 22</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	105,860.48
Adjustments to reconcile Net Income to net cash provided by operations:	
Startup Loans (Note 6):N/P Chalet View Lodge	-5,000.00
Startup Loans (Note 6):N/P Chester Lodge	-5,000.00
Startup Loans (Note 6):N/P-K Kleven	-5,000.00
Startup Loans (Note 6):N/P C Reynolds	-12,000.00
Startup Loans (Note 6):N/P T Wixted	-10,000.00
<b>Net cash provided by Operating Activities</b>	<u>68,860.48</u>
<b>INVESTING ACTIVITIES</b>	
Organizational/Start-up Expense	2,574.32
<b>Net cash provided by Investing Activities</b>	<u>2,574.32</u>
<b>Net cash increase for period</b>	71,434.80
<b>Cash at beginning of period</b>	<u>101,291.48</u>
<b>Cash at end of period</b>	<u><u>172,726.28</u></u>

**Feather River Tourism Association**  
**Notes to Financial Statements**  
**Selected Information - Substantially All Disclosures Required**  
**by Generally Accepted Accounting Principles Are Not Included**  
**December 31, 2022**

**1. Nature of Operations**

The Plumas County Board of Supervisors passed a resolution to form the Feather River Tourism Management District (FRTMD) in 2020. The Feather River Tourism Association (Association) was formed in California as a Nonprofit Mutual Benefit Corporation on January 28, 2019 to accept District Assessments collected by Plumas County from lodging providers to promote the common interests of, and improve business conditions for Plumas County lodging providers through the operation of a tourism marketing district and other programs and initiatives.

**2. Summary of Significant Accounting Policies**

A summary of Feather River Tourism Association Accounting Policies are as follows:

The accounting year for the company begins January 1st and ends December 31st.

The Association prepares its financial statements on the cash basis. Revenue is recorded when received and expenses when disbursed.

As specified in the Feather River Tourism Management District 37% of assessment revenues collected shall be committed to Microzone funding.

As specified in the Feather River Tourism Management District 3% of collected assessments shall be designated for contingency expenses.

**3. Organization Expense**

The Association incurred organizational expenses of \$43,614.74 prior to the commencement of actual operations on January 1, 2021 including payments to Civitas to provide the expertise to create the required Plumas County Tourism Marketing District. The Association has elected to expense \$5,000 in 2021 and amortize the balance over 15 years at the rate of \$2,574.32 per year commencing January 1, 2021.

	2022	2021
Amortization expense for the periods ended December 31, 2022 and December 31, 2022 consist of (respectively):	<u>\$ 2,573</u>	<u>\$ 7,575</u>

**4. Income Taxes**

The Association received tax-exempt status under Internal Revenue Code Section 501(c)(6) on July 7, 2021 and has applied for status as a tax-exempt corporation under California Tax Law. It should only incur a tax liability if it receives income unrelated to its core nonprofit activities.

**Feather River Tourism Association**  
**Notes to Financial Statements**  
**Selected Information - Substantially All Disclosures Required**  
**by Generally Accepted Accounting Principles Are Not Included**  
**December 31, 2022**

**5. Microzone Funding**

The Association initially allocated 37% of its budget to Micro-Zone Marketing to focus on local tourism promotions for each of the two micro-zones. No funds were expended for this purpose in 2021 and those funds in the amount of \$39,870.63 carried over from 2021 in their own allocation of the cash remaining in Plumas Bank checking at 12/31/21. To date in 2022 \$20,000 of the carryover funds have been used for website development and \$19,870.63 have been used to fund the contract for a Marketing Director. 2022 assessment collections allocated to Microzone Funding totalled \$88,773.38 of which \$23,645 had been disbursed as of 12/31/22, leaving a balance of 65, 128.38 at year end.

**6. Notes and Contracts Payable**

	Due in One Year	Due After One Year	Total Due
Start-up Loans in the amount of \$37,000 were provided by lodging providers and community members to provide funds needed to create the Feather River Tourism Marketing District with planned repayment from TOT collections. One third of balance due was paid in February 2022 with the remainder paid in November 2022.	\$ -	\$ -	-
N/P TOB Adventures Inc. (working capital) in amount of \$30,000 with interest at the rate of 2% per annum and interest only monthly payments of \$50 commencing July 10, 2021 until July 10, 2024 at which time all principal and accrued and unpaid interest shall be due.	\$ -	\$ 30,000.00	\$ 30,000.00

**7. Independence**

As a function of our monthly accounting service, SingletonAuman PC makes routine adjusting entries to the books of Feather River Tourism Association without Feather River Tourism Association management's approval. It has been determined that this a management function and thus impairs our independence.

## Addendum B. 2023 Budget

	2023 Budget	%	2022 Available Carry-Over
			172,726.00
<b>Program Income</b>			
Gross District Assessments	236,953.00		
Contracted Assessments	900.00		
<b>Total Income</b>	<b>237,853.00</b>		
<b>General Mkg &amp; Sales Expense</b>			<b>97,167.31</b>
Marketing/ED Wages	25,000.00		20,000.00
Payroll Expenses	3,500.00		3,000.00
Health Benefits	2,750.00		2,200.00
Mileage	2,450.00		
Branding	2,000.00		
PR/Marketing Contract	17,500.00		
Print/Web Advertising	29,237.00		
Content Strategy/Social Media	13,000.00		10,000.00
Visual Asset Development	7,500.00		7,500.00
Stakeholder Training/Communication	1,500.00		
Website Maintenance & Content	6,200.00		
<b>Total</b>	<b>110,637.00</b>	<b>47%</b>	<b>42,700.00</b>
<b>Administration</b>			
ED Wages	5,000.00		5,000.00
Payroll Expenses	700.00		700.00
Health Benefits	550.00		550.00
Mileage	490.00		490.00
Accounting Fees	4,872.00		
Bank Charges	0.00		
Insurance - Liability, D and O	1,766.00		
Interest Expense	100.00		
Legal Fees	0.00		
Dues & Subscriptions/CRM	600.00		2,000.00
Phone	1,092.00		0.00
Outside Contract Services - Admin	6,500.00		
Office Expense	750.00		
Professional Development/Conference	1,700.00		300.00
Rent	1,782.00		
Sales Expenses	500.00		

	2023 Budget	%	2022 Available Carry-Over
Travel/Entertainment	480.00		
<b>Total Admin</b>	<b>26,882.00</b>	<b>11%</b>	<b>9,040.00</b>
<b>Unused Carry-over</b>			<b>45,427.31</b>
<b>Microzone Allocations</b>			<b>65,128.38</b>
PR/Marketing Contractor	26,000.00		
Print/Web Advertising			29,237.00
2023 Microzone Requests	1,850.00		
Remaining Allocations to Microzones	60,000.00		15,000.00
<b>Total Microzone Allocations</b>	<b>87,850.00</b>	<b>37%</b>	<b>44,237.00</b>
<b>Unused Carry-over</b>			<b>20,891.38</b>
Other			
County Collection Fee	4,739.06	2%	
<b>Contingency Fund</b>	<b>7,135.59</b>	<b>3%</b>	
<b>Accumulate Con</b>	<b>11,874.65</b>		
Net Gain/Loss	609.35	100%	
<b>Loan Payments</b>			
TOB	30,000.00		
Start-Up Payments			
<b>Total Loan Payments</b>	<b>30,000.00</b>		





**Destination**  
**PLUMAS COUNTY**  
CALIFORNIA

**P**lumas County is more than just another winter resort. With the historical and unique hotels, B&B's and lodges, the enchanted surroundings of sparkling stars, brisk morning walks and runs, the quirky towns of this county always have something to offer their guests that makes destination Plumas County out of the ordinary. From events to activities to relaxation, there is something for everyone to enjoy and make a lasting memory.

Chester has just opened its ice-skating rink at Chester Community Park. The rink offers 41-minute skating sessions for \$10.00 per person, including skate rental. Skating is 8:00 to 10:00 p.m. and Saturdays and Sundays, noon to 4:00 p.m. Hot lamps and a heated strip keep you toasty warm between runs on the ice while viewing masterpieces for every-gone skaters—a treat for every skater. In the evenings, they offer another way to stay warm—with cocktails and other beverages. January through March. [www.plumascountycalifornia.com](http://www.plumascountycalifornia.com)

Join a ranger-led official snowshoe hike and explore the wild and wintry Red Fir Forest at Lassen Volcanic National Park. Ranger-led snowshoe hikes cover one to two miles of moderately strenuous terrain and last approximately two hours. The exact route can vary with snow and weather conditions. Meet at the Siskiyou-Mahomedine Visitor Center at Lassen Park, located at the Southwest Entrance via Hwy 35 to get a free ticket (free, limited). Hikes begin at 1:30 p.m. Snowshoes (and how to put them on) are provided. To schedule a group hike, visit [www.plumascountycalifornia.com/plumascountycalifornia.com](http://www.plumascountycalifornia.com/plumascountycalifornia.com). January through March. 530.585.4480 for more information and reservations.



The Historic Longboard Racing Revival Series takes a vintage spin on skiing at Johnsonville Historic Ski Bowl. The sport of downhill alpine racing began in 1903 in Ocean Valley, between Quincy and Lakeview. The goal is to beat the 1903 record set in 1907 of 88.97 seconds set by Corwin Rich on 1.8-kilometer slalom skis. This make-or-buy (and participate-in) event is dependent on snow and weather conditions and happens at noon on every third Sunday in January through March. 530.322.4300. [www.farm-to-table.com](http://www.farm-to-table.com)

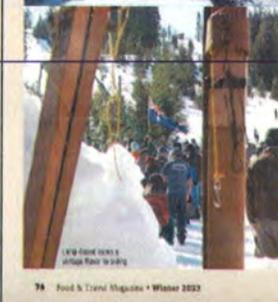
FoodandTravelMagazine.com 75



Avalanche Park



Cross Country Skiing



100-foot view of village from the sky

**Quincy**, the annual Groundhog Day hosted by the Quincy Chamber of Commerce, begins at 1:00 p.m. with several main contests, complete with prizes, throughout the afternoon. This includes "The Race," a hot/water/hot/water auction, a chili cook-off, beer and wine tasting, homemade goodies to taste, and vendors galore to delight any shopper. World-famous groundhog, Chuck Wood, delivers his winter prediction at 4:00 p.m. February 4, 2023. 1:00 p.m. [www.quincychamber.com](http://www.quincychamber.com)

The Chilly Chili Cook-Off, hosted by The Absconce Foundation, is a contest with 15-20 chili samples. See an awe-inspiring 200lbs of ice into a fabulous sculpture, enjoy adult beverages (owners limit for \$1 to cover our freight fee made from the local drying facility), a sugar contest, and more. [www.absconcefoundation.com](http://www.absconcefoundation.com)

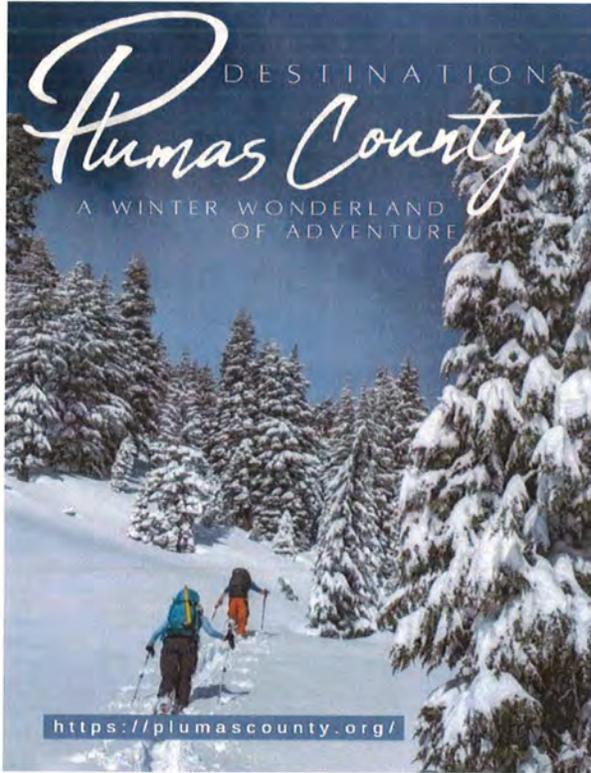
Snow, snow and more snow activities are aplenty. Not to be missed, we offer cross-country skiing through most of the county to include across beautiful Chester Meadows in the shadow of Lassen Peak, or along the west shore trail at Lake Almanor with open views of the lake and Upper Mountains. We have family-friendly budget-friendly dining at Greenview, skating and with the "just what" snow conditions, we have dog sled races and accompanied snowshoeing. Just like looking to the snow? Many places you can just step out the front door of where you are lodging and make snowshoes, snow angels, or have a fun-but-fascinating snowball fight.

Food & Travel Magazine • Winter 2023

Picture this...



PlumasCounty.org



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Sierra Rec Magazine Special Edition 03 sierrarecmagazine.com

### Visit California Fall Co-Op Ad

**shasta cascade**

#### Enchanting Museums Worth a Visit

These small town museums do more than preserve memorabilia—they tell people's stories.

- WESTERN PACIFIC RAILROAD MUSEUM**  
Connect with local culture and heritage at this Parkdale museum, home to 300 plus locomotives, boxcars, tank cars, and passenger cars.
- FORT COOK MUSEUM**  
In Fall River Mills, see a pioneer's collection of 733 traps and a circular "round barn" used to train mules during World War I.
- WOODCO COUNTY HISTORICAL MUSEUM**  
Marvel at Native American artifacts and a handsome collection of local animal species in Alturas.
- HISTORIC LUMBER TOWN MUSEUM**  
Visit this museum to learn to use ability antique fire trucks, an old stage coach, and a collection of barrels.
- PUMAS COONEY MUSEUM**  
Learn how gold miners became California's first oilacers and see a blacksmith shop and restored log cabin in Quincy.

#### HIDDEN GEM

Everybody knows the famous water fall at McArthur-Burney Falls State Park, but where else all that water go after plummeting over Burney Falls? It flows to Lake Britton, a famed rivered reservoir that backs up kayakers, swimmers, and anglers. Head inside and paddleboard at Lake Britton Marina, camp at North Sierra Campground, and keep your eyes peeled for lake-dwelling bald eagles and osprey.

**Dine Around the World**  
For multicultural meals, mid-sized Chico holds its own against much larger cities. "Travel the world via your taste buds at this college town's global eateries." Taste jerk chicken, curried goat, and salted fish with ackee fruit at the Jamaican Siph's Restaurant and Café. Spoon up feijoada (black bean and pork stew) or vasa alolada (beef rib stew) at Lily's Brazilian Bistro. Savor chicken pinh, bun riou soup, or broken rice with egg loaf at Vietnam Bistros. For delicately spiced dumplings or pulled-pork steamed buns, head to Drunken Dumpling. Chada Thai Cuisine makes aromatic dishes like pad thai and panang curry, and Priya cooks up savory lamb musala and shrimp vindaloo.

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EXPLORE BUTTE

THERE'S SO MUCH TO EXPERIENCE IN BUTTE COUNTY

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### Destination ... Plumas County

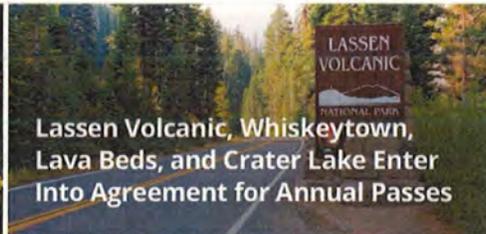
Four seasons of adventure where the Sierras meet the Cascades. With unparalleled access to the wonders of nature, find yourself in a unique place to escape the crowds and create memories.

- Shasta Cascade: Shasta@shastacascade.com
- Colusa: Colusa@colusa.com
- Family-friendly Lakeview: Lakeview@familyfriendly.com
- Gold Country: GoldCountry@goldcountry.com
- Hobby Space: HobbySpace@hobby-space.com
- Sierra Nevada: SierraNevada@sierranevada.com
- Plumas County: PlumasCounty@plumascounty.org

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2023 Spring Season May Bring Spectacular Wildflower Blooms—and Crowds—to State Parks



Lassen Volcanic, Whiskeytown, Lava Beds, and Crater Lake Enter Into Agreement for Annual Passes



The Best Accessories for Traveling With a 5th-Wheel Camper



Top Outdoor Activities for Thrill-Seekers



A Winter Wonderland of Adventure

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## Ranger Lead Snowshoe Hikes in Lassen Volcanic National Park

by sierrarecmagazine — January 31, 2023 - Updated on February 1, 2023  
in Lassen Volcanic National Park, Snowshoeing

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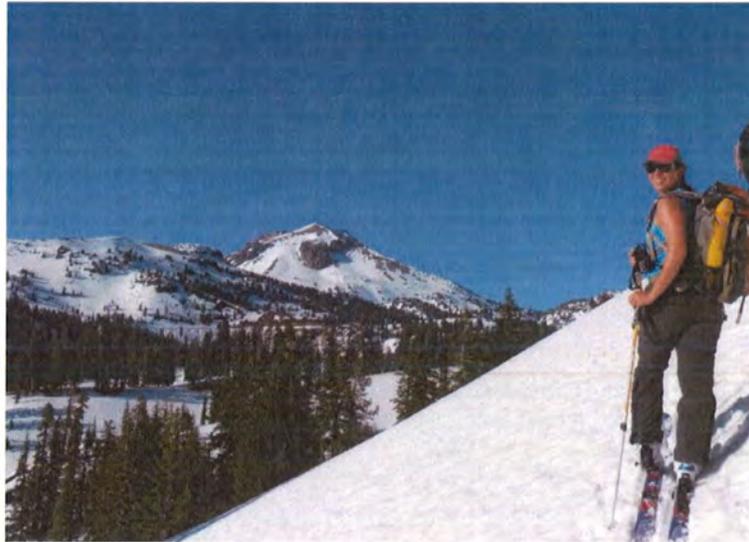
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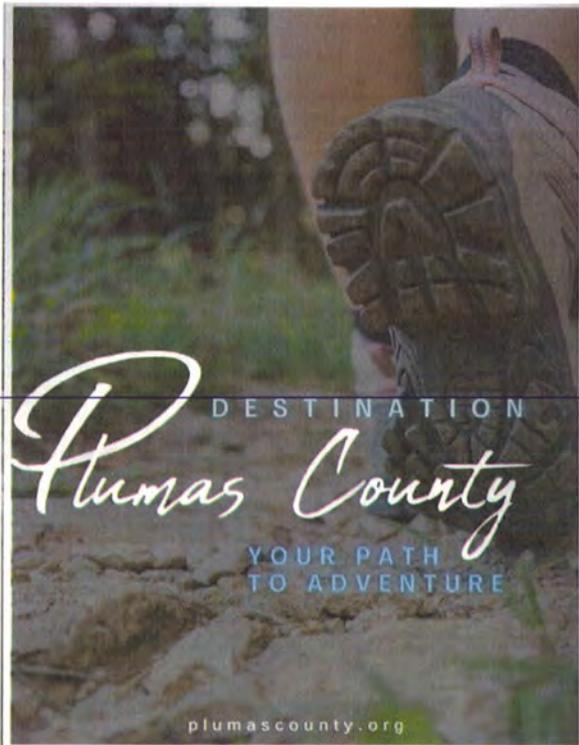
# Best in Snow

Winter Getaway to Plumas County

01.18.2023 Greater California Relaxing, Hikes, Overnight Escapes, Dog Friendly Sponsored Share



Plumas County is a northern Sierra Nevada dreamland year-round, with vast outdoor spaces, places, and races! In winter, snowshoe Lassen Volcanic National Park, downhill ski at charming Coppervale Resort, have a blast at the quirky Longboard Races, and warm up to winter with the uber-tasty Chilly Chili Cook-off festival—including music, s'mores by the fire, ice skating, and a crazy hat contest.



### From the Publisher

Wow! What a winter it has been in the Sierra Nevada. Our spring edition has been fun to put together, knowing that much of what we will cover might not be accessible until much later in the spring. I guess six more weeks of snowshoeing and discovering hidden gems in the snow are in order.

For me personally, it is about this time each year that I start to itch for dirt trails. I love the snow but want to explore further than I can in the snow. So I will start seeking out dirt trails and desert landscapes to explore soon, as well as following small creeks and looking for seasonal waterfalls where possible. We will also begin to draft more solid plans for the summer backpack season.

This past month my wife and I had the privilege to travel back to Boston, Portsmouth, New Hampshire and Maine to see our son. It was a beautiful country, and I will enjoy visiting, but nothing compares to the Sierra in America. I am thankful that we are not near as cold of a country as it is up there.

We hope you enjoy this issue and are ready for a fun season of spring skiing, triple dipping outdoor recreation days, and dirt where ever you can find it! Go Explore, Discover more!

**sierra rec**

**Publisher**  
Charlie Pankney

**Managing Editor**  
Tom Trelenberg

**Design Assistance**  
Amber Pankney

**Contributing Authors**  
Vanessa Milner

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We are a locally owned media company out of the Carson Valley. We look forward to serving you.

Sierra Rec Magazine was inspired by the location, destinations, people, and culture in the Sierra Nevada.

We bring you this quarterly guide as a service project of ours for helping others discover the beauty and magic of mountains living in the Sierra Nevada. Please consider supporting local journalism by visiting our advertisers or becoming a subscriber.

We look forward to bringing you more adventures back for our next edition in July 2023. [www.sierrarecmagazine.com](http://www.sierrarecmagazine.com)

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Spring 2023 Issue Vol. 14



**PLUMAS COUNTY  
AGRICULTURE/WEIGHTS & MEASURES  
DEPARTMENT  
MEMORANDUM**

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

**FROM:** Margaret Bell, Agricultural Standards Management Analyst I

**MEETING DATE:** April 4, 2023

**SUBJECT:** Adopt RESOLUTION approving the execution of an Agreement between Plumas County Agricultural Department and the California Department of Food and Agriculture (CDFA) to reimburse the County to perform Exotic Pest Detection Trapping; in the Amount of \$7,857.00; and to authorize the Agricultural Commissioner to sign the Agreement on behalf of the Board of Supervisors; approved as to form by County Counsel; discussion and possible action.  
Roll call vote

**Recommendation**

The Agricultural Commissioner recommends the Board approve the execution of reimbursement Agreement number 22-1722-000-SG for the County to perform exotic pest detection trapping and authorizing the Agricultural Commissioner, Willo Vieira, to sign the in the amount of \$7,857. This Agreement covers the period July 1, 2022, through June 30,2023, and is for partial reimbursement of the Pest Detection program administered by the Plumas-Sierra Department of Agriculture / Weights & Measures.

**Background and Discussion**

The Agreement states that Plumas County will provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to the Spongy Moth, Japanese Beetle, European Pine Shoot Moth, and other invasive exotic pests. This Agreement includes the delimitation work associated with the detection of one or more life stages of the above targeted pest in a county.

**Action:**

The Agricultural Commissioner respectfully request that the Board approve the execution of reimbursement Agreement number 22-1722-000-SG for the County to perform exotic pest detection trapping and authorizing the Agricultural Commissioner, Willo Vieira, to sign the in the amount of \$7,857. This Agreement covers the period July 1, 2022, through June 30,2023, and is for partial reimbursement of the Pest Detection program administered by the Plumas-Sierra Department of Agriculture / Weights & Measures.

**Attachments:**

1. 23-127 Resolution
2. Pest Detection Agreement #22-1722-000-SG

**RESOLUTION NO. 23-\_\_\_\_\_**

**APPROVING THE EXECUTION OF REIMBURSEMENT AGREEMENT NUMBER 22-1722-000-SG FOR COUNTY TO PERFORM EXOTIC PEST DETECTION TRAPPING AND AUTHORIZING THE AGRICULTURAL COMMISSIONER TO SIGN THE AGREEMENT**

**WHEREAS** the County of Plumas (“County”) desires to voluntarily perform exotic pest detection trapping and to be reimbursed by the California Department of Food and Agriculture (“CDFA”) in the amount of \$7,857.00; and

**WHEREAS** there is a Participation Agreement (PA) between CDFA and County that will permit County to voluntarily participate and be reimbursed and reflects the responsibilities of the Parties in regard to that agreement; and

**WHEREAS** the requirements for processing the PA require an authorized signer, from the County Board of Supervisors, which authorizes an individual to bind the County to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors specifically approves and authorizes execution of this PA.

**BE IT FURTHER RESOLVED** that the Agricultural Commissioner of the County of Plumas has full and binding authority to the commitments contained in the PA on behalf of the Board of Supervisors, and is the authorized representative for County in regard to this PA.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>22-1722-000-SG</b>

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF PLUMAS**
- The Agreement Term is: July 1, 2022 through June 30, 2023
- The maximum amount of this Agreement is: \$7,857.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**  
**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)  
**COUNTY OF PLUMAS**

BY ( <i>Authorized Signature</i> ) 	DATE SIGNED
--------------------------------------------------------------------------------------------------------------------------	-------------

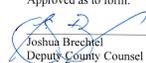
PRINTED NAME AND TITLE OF PERSON SIGNING  
**WILLO VIEIRA, AGRICULTURAL COMMISSIONER**  
ADDRESS  
208 Fairgrounds Road, Quincy, CA 95971-9462

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY ( <i>Authorized Signature</i> ) 	DATE SIGNED
--------------------------------------------------------------------------------------------------------------------------	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION**  
ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

Approved as to form:  
  
Joshua Brechtel  
Deputy County Counsel

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
 County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanna Fisher	Name:	Willo Vieira
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	County of Plumas
Address:	1220 N Street	Address:	208 Fairgrounds Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Quincy, CA 95971-9462
Phone:	916-202-0879	Phone:	530-283-6365
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	willovieira@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rudy Martinez	Name:	MARGARET BELL
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	PLUMAS-SIERRA DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES
Address:	1220 N Street	Address:	208 FAIRGROUNDS RD
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	QUINCY, CA 95971
Phone:	916-584-4082	Phone:	(530) 283-6365
Email Address:	rudy.martinez@cdfa.ca.gov	Email Address:	margaretbell@countyofplumas.com

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

## **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

## **16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## **17. Breach**

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Office of Hearing and Appeals  
1220 N Street  
Sacramento, CA 95814

## **18. Non-Material Breach**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

#### **19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

#### **20. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

#### **21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

#### **22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

#### **23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

#### **24. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

#### **25. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

## **26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## **27. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## SCOPE OF WORK

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING**

**Fiscal Year 2022 – 2023**

**Effective Agreement Period: July 1, 2022 through June 30, 2023**

#### **Pest Detection County Agreement Attachments Index:**

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

#### **I. The California Department of Food and Agriculture (CDFA) shall:**

- A. Provide the attachments for the financial plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
  - Provide the Insect Trapping Guide (ITG) at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
  - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
  - For additional activity guidelines, see:  
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

**II. The County Agricultural Commissioner shall:**

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F), following the CDFA form instructions.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
  2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
  2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
    - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
    - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
    - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
    - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
    - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
    - f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
    - g. McPhail trap – full trap number and servicing dates on calendar card.

- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center  
3294 Meadowview Road  
Sacramento, CA 95832

- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3\\_Appendices\\_B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf)), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4\\_Appendices\\_H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov).
- M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

- N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:  
<http://phpps.cdfa.ca.gov/countyReports/ReportOne.aspx>.
- O. Provide one set of trapping records for all traps. This set must be in the form of either the “Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.
- a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2022-2023.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov). The counties must use the provided invoice.
1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
  - i. County name
  - ii. Remit to address
  - iii. Date of submittal
  - iv. Invoice number
  - v. Agreement name
  - vi. Agreement number
  - vii. Billing period
  - viii. If revised, date revised invoice was submitted
  - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
  - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2022=22), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN22PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN22PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Spongy Moth Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

<b>A. Personnel Services - Spongy Moth (SM)</b>				
	<b>Billable Hours</b>			
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>	256.00			
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>	60.50			
	<b>Total Hours:</b>			316.50
	<b>Subtotal Personnel Cost:</b>			\$7,296.45
	<b>Overhead: 10%</b>			\$729.65
	<b>Total Personnel Cost:</b>			\$8,026.10
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Stapler	\$23.00			
Staples	\$19.00			
	<b>Total Operating Expense Cost:</b>			\$42.00
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1	\$0.00			
	<b>Total Operating Expense Cost:</b>			\$0.00
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	1.0	3,406.0	0.575	\$1,958.45
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
	<b>Total Mileage Cost:</b>			\$1,958.45

<b>**Total SM "Actual" Cost:</b>	<b>\$10,027.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Core "SM":</b>	<b>\$7,112.23</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total SM 'Actual' Cost" is the full cost the county requests to fully fund their SM activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Core SM" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Spongy Moth Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

Personnel Costs - Spongy Moth (SM)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Seasonal Trapper	\$18.00	\$1.20	\$19.20	256.00	\$4,915.20
* Detection Total:				<b>256.00</b>	<b>\$4,915.20</b>
THWS				255.36	
<b>Non-Detection Positions</b>					
Management Analyst	\$26.21	\$11.16	\$37.37	2.00	\$74.74
Agricultural Commissioner	\$52.97	\$4.75	\$57.72	2.00	\$115.44
Agricultural Inspector II	\$25.42	\$13.36	\$38.78	56.50	\$2,191.07
Non-Detection Total:				<b>60.50</b>	<b>\$2,381.25</b>
<b>Total SM Personnel Cost:</b>					<b>\$7,296.45</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Japanese Beetle Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

<b>A. Personnel Services - Japanese Beetle (JB)</b>				
	<b>Billable Hours</b>			
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>	<b>8.00</b>			
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>	<b>1.50</b>			
	<b>Total Hours:</b>			<b>9.50</b>
	<b>Subtotal Personnel Cost:</b>			<b>\$211.77</b>
	<b>Overhead: 10%</b>			<b>\$21.18</b>
	<b>Total Personnel Cost:</b>			<b>\$232.95</b>
<b>B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i></b>				
Staple gun	<b>\$0.00</b>			
Staples	<b>\$0.00</b>			
	<b>Total Operating Expense Cost:</b>			<b>\$0.00</b>
<b>D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i></b>				
Item 1	<b>\$0.00</b>			
	<b>Total Operating Expense Cost:</b>			<b>\$0.00</b>
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	1.0	74.0	0.575	<b>\$42.55</b>
State Vehicles	0.0	0.0	0.000	<b>\$0.00</b>
Rental Vehicles	0.0	0.0	0.000	<b>\$0.00</b>
	<b>Total Mileage Cost:</b>			<b>\$42.55</b>

<b>**Total JB "Actual" Cost:</b>	<b>\$276.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Core "JB":</b>	<b>\$195.77</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total JB 'Actual' Cost" is the full cost the county requests to fully fund their JB activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Core JB" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Japanese Beetle Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

Personnel Costs - Japanese Beetle (JB)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Dseasonal Trapper	\$18.00	\$1.20	\$19.20	8.00	\$153.60
<b>* Detection Total:</b>				<b>8.00</b>	<b>\$153.60</b>
THWS				8.04	
<b>Non-Detection Positions</b>					
Agricultural Inspector II	\$25.42	\$13.36	\$38.78	1.50	\$58.17
<b>Non-Detection Total:</b>				<b>1.50</b>	<b>\$58.17</b>
<b>Total JB Personnel Cost:</b>					<b>\$211.77</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California  
 Pest Detection County Agreements  
 Trapping Hours/Year Worksheet

County: Plumas-Sierra  
 Fiscal Year: 2022-2023

**TRAPPING HOURS/YEAR WORKSHEET**

**TRAPPING & SURVEY SEASON for CORE ACTIVITIES**

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SM												
JB												
	4	weekly servicings				2	biweekly servicings		1	monthly servicings		

Survey Type	serv/ month*	x	months trapping	x	serv/ year	x	# of traps/mo nth	=	serv/yea r/trap
SM	2.00	x	4.00	=	8.00	x	130.00	=	1,040.00
JB	2.00	x	4.00	=	8.00	x	4.00	=	32.00
Total:									1,072.00

	Servicings/year /trap	÷	Avg traps serve/hr	=	Hours/year	x1.1(10%	Hours/year plus 10%
SM TOTAL:	1,040.00 (A)	÷	4.48 (B)	=	232.14 (C)	x1.1(10%	255.36 (D)
JB TOTAL:	32.00 (A)	÷	4.38 (B)	=	7.31 (C)	x1.1(10%	8.04 (D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
 C = Hours/year - calculated electronically.  
 D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional European Pine Shoot Moth Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

<b>A. Personnel Services - Additional European Pine Shoot Moth</b>		Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>		8.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>		8.00
	<b>Total Hours:</b>	<b>16.00</b>
	<b>Subtotal Personnel Cost:</b>	<b>\$494.02</b>
	<b>Overhead: 0%</b>	<b>\$0.00</b>
	<b>Total Personnel Cost:</b>	<b>\$494.02</b>

<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>	
Item 1	\$0.00
<b>Total Operating Expense Cost:</b>	
<b>\$0.00</b>	

<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>	
Item 1	\$0.00
<b>Total Operating Expense Cost:</b>	
<b>\$0.00</b>	

<b>E. Mileage</b>				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	1.0	96.0	0.575	\$55.20
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
<b>Total Mileage Cost:</b>				<b>\$55.20</b>

<b>**Total Additional EPSM Cost:</b>	<b>\$549.22</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional EPSM Surveys:</b>	<b>\$549.22</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional EPSM Cost" is the full cost the county requests to fully fund their Additional EPSM activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional EPSM" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional European Pine Shoot Moth Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Plumas-Sierra County

<b>Personnel Costs - Additional European Pine Shoot Moth</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Seasonal Trapper	\$18.00	\$1.20	\$19.20	8.00	\$153.60
<b>* Detection Total:</b>				<b>8.00</b>	<b>\$153.60</b>
THWS				8.04	
<b>Non-Detection Positions</b>					
Management Analyst	\$26.21	\$11.16	\$37.37	2.00	\$74.74
Agricultural Commissioner	\$52.97	\$4.75	\$57.72	2.00	\$115.44
Inspector II	\$24.20	\$13.36	\$37.56	4.00	\$150.24
<b>Non-Detection Total:</b>				<b>8.00</b>	<b>\$340.42</b>
<b>Total Additional EPSM Personnel Cost:</b>					<b>\$494.02</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California  
 Pest Detection County Agreements  
 Trapping Hours/Year Worksheet

County: Plumas-Sierra  
 Fiscal Year: 2022-2023

**TRAPPING HOURS/YEAR WORKSHEET**

**TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES**

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>EPSM</b>												
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Survey Type	# of traps/sites	x	serv/year*	=	serv/year/trap
EPSM	4.00	x	8.00	=	32.00
Total:					0

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

	Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
EPSM TOTAL:	32.00	÷	4.38	=	7.31	x1.1(10%	8.04
	(A)		(B)		(C)		(D)

- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

**PEST DETECTION TRAPPING GUIDELINES (#3)**

**Spongy Moth and Japanese Beetle only, North and Fresno District, 3 months**

**Fiscal Year 2022-23**

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2022, and from June 15 through June 30, 2023, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
4. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf> unless other arrangements are agreed upon with PD/EP.

**PEST DETECTION/EMERGENCY PROJECTS**    **FY** 2022 / 2023    **COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Willo Vieira	Plumas
DETECTION SPECIALIST Dax Albrecht	10/4/2022

		Other	Core and Additional		TOTAL
		COMMITMENT	COMMITMENT		COMMITMENT
TRAPPING			CORE	ADDITIONAL	
JACKSON TRAP - MEDFLY	MF	0	0 /	0	0
McPHAIL TRAP	MP	0	0 /	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	0 /	0	0
JACKSON TRAP - MELON FLY	ML	0	0 /	0	0
CHAMP TRAP - Garden	CP	0	0 /	0	0
CHAMP TRAP - Rural	CP	0	0 /	0	0
CHAMP TRAP - Rural Residential	CP	0	0 /	0	0
SPONGY MOTH	SM	0	130 /	0	130
JAPANESE BEETLE	JB	0	4 /	0	4
OTHER ADDITIONAL	European Pine Shoot Moth	0	0 /	4	4
		0	0 /	0	0
		0	0 /	0	0
		0	0 /	0	0
		0	0 /	0	0
		0	0 /	0	0
		0	0 /	0	0

**SPECIAL TRAPPING CONSIDERATIONS:**

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING  
OF DETECTION TRAPPING PROGRAMS**

**January 2020**

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, [https://www.cdfa.ca.gov/plant/PDEP/Insect\\_Trapping\\_Guide/index.html](https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html)).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

**Types of Plants**

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

**Frequency**

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

**Preparation**

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
  - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
  - b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. SM	SM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

### Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

### **Reporting**

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:  
 Ana Nistor  
[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

QCP contact at PD/EP Headquarters:  
 Ana Nistor

[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

### **Sample Submission**

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to:      Entomology Lab  
                                  CDFA Plant Pest Diagnostics Center  
                                  3294 Meadowview Road  
                                  Sacramento, CA 95832-1448  
                                  Phone: 916-262-1100

### **Missed Plant**

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

**Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.**

1. Fruit Flies or EGVM:      Three (in any combination)
2. SM or JB:                      Two, or one plus any other insect (in any combination)

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

**PEIR Management Practices (MP) and Mitigation Measures (MM)  
For Trapping**

**January 2022**

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or [warning.center@oes.ca.gov](mailto:warning.center@oes.ca.gov).
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

- regarding safe pesticide handling and application.
- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
  - As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

## Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Willo Vieira
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Plumas County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

### Part B

			Check Applicable Requirements
<b>General Requirements</b>			
Conduct activity as described in Chapters 2 and 3 of PEIR			✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine			
<b>Activity Site Specific Review</b>			
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>	
California Natural Diversity Database	N/A		
303(d) List of Impaired Waters	N/A		
EnviroStor Hazardous Site	N/A		

	<b>Check Applicable Requirements</b>
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

## Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

**Confirmation of Implementation (following completion of activity)**

Project Leader Name:	Willo Vieira
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Willo Vieira
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Plumas County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

## Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

## Part B

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

**Part C**

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Willo Vieira
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

**Budget and Survey Quick Guide**  
**Pest Detection County Agreements**

Budget summary guide of the fund source breakdown.

**Total Agreement Amount CDFA will reimburse \$ 7,857.22**

Funding Sources	CORE Costs			Additional Costs
	Fruit Fly	Spongy Moth	Japanese Beetle	
<i>Federal Funds</i>				
<i>State Funds</i>				
<i>Unclaimed Gas Tax</i>				\$ 549.22
<i>PD/EP Branch general funds</i>		\$ 7,112.23	\$ 195.77	
<i>CDFA Emergency Funds</i>				

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding

The **Funding sources** give a summary of the funding costs CDFA uses to charge county monthly billing. Each fund source listed costs of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties may have individual costs listed above for each activity and fund source.

**Quick Guide for Use in Billing and Invoicing:  
PEST DETECTION /EMERGENCY PROJECTS**

**County: Plumas  
FY: 22-23**

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	EPSM						
Core								0	130	4							
Additional								0			4						
Other								0									
Total trap/site surveyed/Mo	0	0	0	0	0	0	0	0	130	4	4	0	0	0	0	0	0
Servicing/trap/Mo									2	2	2						
Servicings/Mo	0	0	0	0	0	0	0	0	260	8	8	0	0	0	0	0	0

**TRAPPING SEASON for CORE PROGRAM**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM					2	2	2	2				
JB					2	2	2	2				

**TRAPPING SEASON for ADDITIONAL ACTIVITIES**

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EPSM					2	2	2	2				

4 weekly servicings      2 biweekly servicings      1 monthly servicings

COUNTY LETTERHEAD

Attachment H

Invoice Month/Year: \_\_\_\_\_

SUBMIT MONTHLY TO: cdfa.phipps\_pdepb\_county\_invoices@cdfa.ca.gov

STATE OF CALIFORNIA  
 DEPARTMENT OF FOOD AND AGRICULTURE  
 PLANT HEALTH AND PEST PREVENTION SERVICES  
 Pest Detection Emergency Projects Branch  
 1220 N STREET  
 SACRAMENTO CA 95814



REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:  
 Agreement Number:  
 Agreement Amount:

For State Use Only

Accounting use only:

Date:  
 County:  
 Amount Billed to Date:  
 Invoice #  
 Revision Date:  
 Billing Period: From: To:

CORE Costs

Personnel Expenses	Total Hours	Total Costs
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
<b>Grand Total</b>	<b>0.00</b>	<b>\$ -</b>

PDEP County Agreements Required

Trap Activity	%	Cost
Fruit Flies	0.0000%	\$0.00
GM	0.0000%	\$0.00
JB	0.0000%	\$0.00
<b>Total</b>	<b>0.0000%</b>	<b>\$0.00</b>

Mileage Expense Breakout

	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.0000	\$0.00
State Vehicles	0.00	0.0000	\$0.00
Rental Vehicles	0.00	0.0000	\$0.00
<b>Total Mileage Expenses:</b>			<b>\$0.00</b>

COMMENTS:



Invoice Month/Year: \_\_\_\_\_

SUBMIT MONTHLY TO: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

STATE OF CALIFORNIA  
 DEPARTMENT OF FOOD AND AGRICULTURE  
 PLANT HEALTH AND PEST PREVENTION SERVICES  
 Pest Detection Emergency Projects Branch  
 1220 N STREET  
 SACRAMENTO CA 95814



REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:  
 Agreement Number:  
 Agreement Amount:

For State Use Only

Accounting use only:

Date:  
 County:  
 Amount Billed to Date:  
 Invoice #  
 Revision Date:  
 Billing Period: From: To:

Additional Costs

	Total Hours	Total Costs
<b>Personnel Expenses</b>		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
<b>Grand Total</b>	<b>0.00</b>	<b>\$ -</b>

**PDEP County Invoice Breakdown**

Trap Activity	%	Cost
<b>Additional Cost</b>		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
<b>Total</b>	<b>0.000%</b>	<b>\$0.00</b>

**Mileage Expense Breakout**

	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
<b>Total Mileage Expenses:</b>			<b>\$0.00</b>

COMMENTS:



SUBMIT MONTHLY TO: [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

Invoice Month/Year: \_\_\_\_\_

<p><b>STATE OF CALIFORNIA</b>  <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>  <b>PLANT HEALTH AND PEST PREVENTION SERVICE</b>                  Pest Detection Emergency Projects Branch                  1220 N STREET                  SACRAMENTO CA 95814</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Accounting use only:
----------------------

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Accounting use only:
----------------------

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: _____ To: _____

**CalTrap Costs**

	<u>Total Hours</u>	<u>Total Costs</u>
<b><u>Personnel Expenses</u></b>		
Training Hours	0	\$ -
Data Entry Hours	0	\$ -
Indirect Rate	25%	\$ -
<b>Grand Total</b>	<b>0</b>	<b>\$ -</b>

REMIT PAYMENT TO: (County Address)

**CALTRAP EXPENSES**

	No. of Sites	Cost Per Site	Cost
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00
	No. of Devices	Cost Per Devise	Cost
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
	<b>CalTrap Cost:</b>		<b>\$0.00</b>

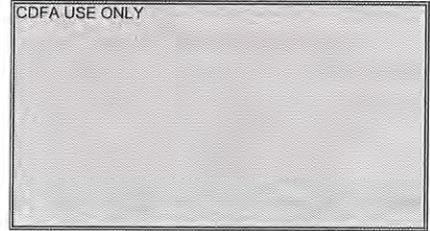
<i>For State Use Only</i>

**COMMENTS:**

California Department of Food and Agriculture  
 Pest Detection Program  
 Budget Period FY 2022/2023  
 Email invoices to: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

Date:  
 County:  
 Agreement No:  
 Invoice No:  
 Billing Period:  
 Revision Date:

Trap Activity	Percentage	Amount
<b>Core Cost</b>		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
<b>Additional Cost</b>		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Other traps	0%	\$0.00
<b>Totals</b>	<b>0%</b>	<b>\$0.00</b>



**A. Personnel**

Detection Trappers

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00

**Detection Salary Subtotal: \$0.00**

Non-Detection Trappers

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00

**Non-Detection Salary Subtotal: \$0.00**

\* The Hourly Rate must include Hourly Wage and Benefit Rate

\*\* Overhead percent is editable, must not exceed 25%

	<b>Personnel Subtotal:</b>	<b>\$0.00</b>
<b>Overhead**</b>	0%	<b>\$0.00</b>
	<b>Personnel Total:</b>	<b>\$0.00</b>

**B. Supplies (Itemized such as: trapping poles, office & field supplies, etc.)**

	Total
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<b>Supplies Total:</b>	<b>\$0.00</b>

**C. Subcontractor**

Title/Description	Hours	Hourly Rate	Total
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
<b>Subcontractor Total:</b>			<b>\$0.00</b>

**D. Vehicle Operations**

	Mileage	Rate ***	Total
1 State	0.00	\$0.000	\$0.00
2 County	0.00	\$0.000	\$0.00
3 Rental Vehicles	0.00	\$0.000	\$0.00
4 Other	0.00	\$0.000	\$0.00
<b>Vehicle Total:</b>			<b>\$0.00</b>

\*\*\* Mileage rates: Must not exceed the Federal Mileage Rate

E. Other Items of Expense (e.g., communications, IT services, Travel)

	<u>Total</u>
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
<hr/>	
<b>Other Total:</b>	<b>\$0.00</b>

Remit payment to:

- Contact Person
- Mailing Address
- Contact Phone No
- Contact Email

<b>Invoice Total Cost:</b>	<b>\$0.00</b>
----------------------------	---------------

**COMMENTS:**

Green = Fillable cells to be completed by the County.  
Purple = Subtotals and totals. These contain formulas - **DO NOT MODIFY!**  
Orange = Instructions.

**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE  
FY 2020 - 22 Pest Detection CalTrap**

**INVOICE**

1/25/22

Green = fillable cells to be completed by the County.  
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**  
Orange = instructions.

**Date:**  
**County:**  
**Agreement No:**  
**Invoice No:**  
**Billing Period:**  
**Revision Date:**

Approval Stamp: CDFA USE ONLY
-------------------------------

**A. PERSONNEL**

**SALARY - Training**

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u> w/o BENEFITS	<u>COST</u>
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
11			0.00	\$0.00	\$0.00
12			0.00	\$0.00	\$0.00
13			0.00	\$0.00	\$0.00
14			0.00	\$0.00	\$0.00
15			0.00	\$0.00	\$0.00
16			0.00	\$0.00	\$0.00
17			0.00	\$0.00	\$0.00
18			0.00	\$0.00	\$0.00
19			0.00	\$0.00	\$0.00
20			0.00	\$0.00	\$0.00
21			0.00	\$0.00	\$0.00
22			0.00	\$0.00	\$0.00
23			0.00	\$0.00	\$0.00
24			0.00	\$0.00	\$0.00
25			0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>					<b>\$0.00</b>

**BENEFITS**

	<u>BENEFIT</u> <u>RATE %</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
16	0.0000%	\$0.00	\$0.00
17	0.0000%	\$0.00	\$0.00
18	0.0000%	\$0.00	\$0.00
19	0.0000%	\$0.00	\$0.00
20	0.0000%	\$0.00	\$0.00
21	0.0000%	\$0.00	\$0.00

22	0.0000%	\$0.00	\$0.00
23	0.0000%	\$0.00	\$0.00
24	0.0000%	\$0.00	\$0.00
25	0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>			<b>\$0.00</b>

**SALARY - Data Conversion Personell Costs**

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>COST</u>
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
11			0.00	\$0.00	\$0.00
12			0.00	\$0.00	\$0.00
13			0.00	\$0.00	\$0.00
14			0.00	\$0.00	\$0.00
15			0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>					<b>\$0.00</b>

**BENEFITS**

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>			<b>\$0.00</b>

0 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>
\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL COST:</b>		<b>\$0.00</b>

**B. Data Conversion Costs (Manual and Bulk) and Operating Expenses**

<u>Item</u>	<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00
	<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
<b>TOTAL SECTION B COSTS:</b>			<b>\$0.00</b>

\*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

<b>TOTAL MONTHLY INVOICE:</b>	<b>\$0.00</b>
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**COMMENTS:**

- Remit payment to:
- Contact Person
- Mailing Address
- Contact Phone No
- Contact Email



**PLUMAS COUNTY  
AGRICULTURE/WEIGHTS & MEASURES  
DEPARTMENT  
MEMORANDUM**

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

**FROM:** Willo Vieira, Agricultural Commissioner/Sealer

**MEETING DATE:** April 4, 2023

**SUBJECT:** Approve and authorize the Agricultural Commissioner to adjust the Agricultural and Standards Technician's workweek to a (10) ten-hour, (4) four-day weekly schedule. This would be with the agreement of the affected employee and consistent with Personnel Rule 8.5.

**Recommendation**

The Agricultural Commissioner/Sealer respectfully requests authorization for the Agricultural Commissioner/Sealer's discretion to schedule the Agricultural and Standards Technician's workweek to a four (4) day, ten (10) hour a week schedule. This would be with the agreement of the affected employee and consistent with Personnel Rule 8.05.

**Background and Discussion**

The Plumas County Agricultural Commissioner "shall prevent the introduction and spread of injurious insect or animal pests, plant diseases, and noxious weeds" (FAC 403). F AC Section 5004 defines a noxious weed as any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate. Plumas and Sierra Counties have 15 noxious weeds that appear on the State of California's Noxious weed list (CCR 4500). These weeds are distributed over 380 sites. The Agricultural and Standards Technician is the primary person in the department who works in the capacity of the abatement of these noxious weeds.

**Need to Flexibly Schedule**

The position of Agricultural and Standards Technician (Technician) has been a four (4) day, ten (10) hour position since before 1997, as the commissioner at that time said he had inherited that schedule. The technician often needs to travel long distances in both Plumas and Sierra Counties before reaching their work site for the day. Travel time can be upwards of 2.5 hours one way for some of the more remote regions. A ten-hour day supports the travel time plus allows for a reasonable time in the field. This results in increased efficiency in the use of personnel, decreased vehicle wear and tear, and fuel savings. It also allows for the technician to be out in the field before the extreme heat of the afternoon or the diurnal winds pick up for the day.

**Action:**

The Agricultural Commissioner/Sealer recommends authorization for the Agricultural Commissioner/Sealer's discretion to schedule the Agricultural and Standards Technician's workweek to a four ( 4 )- ten (10) week schedule. This would be with the agreement of the affected employee and consistent with Personnel Rule 8.05.

**Attachments:**

None



**PLUMAS COUNTY  
BUILDING DEPARTMENT  
MEMORANDUM**

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

**FROM:** Charles White, Director of Building Services

**MEETING DATE:** April 4, 2023

**SUBJECT:** Approve and authorize a supplemental budget request for an additional twenty-two thousand dollars (\$22,000.00) to be added to the Building Departments budget for FY 22/23, previously approved fifty thousand (\$50,000.00) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks for use by the Building Department and Code Enforcement Division; discussion and possible action.  
Four/ fifths roll call vote

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**Recommendation**

Board approval for an additional twenty-two thousand dollars (\$22,000.00) to add to the FY 22/23 Building Department budget line item 2042654 approved fifty thousand (\$50,000) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks for use by the Building Department and Code Enforcement Division.

**Background and Discussion**

The Building Department continues to use vehicles of 20 years of age or more and some with over two hundred thousand miles. Maintenance costs on these older vehicles continue to rise, and their safety is a concern. An additional twenty-two thousand dollars (\$22,000.00) is requested to be added to the existing fifty thousand dollars (50,000.00) approved in the FY 21/22 budget forwarded to FY 22/23 for the purchase of two new vehicles. Due to COVID 19, parts shortages, and required government purchasing regulations, the department was not able to purchase the vehicles that were originally planned. To be able to purchase vehicles now requires going with other models that cost between seven to ten thousand more per unit. The department has made cost savings of \$83,516 from not being able to fill the FY 22/23 allocated Administrative Assistant and Building Inspector positions until later in the fiscal year. Department revenues are also currently \$126,550.78 above the FY 22/23 projection.

**Action:**

Approval for an additional twenty-two thousand dollars (\$22,000.00) to add to the FY 22/23 approved fifty thousand (\$50,000.00) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks for use by the Building Department and Code Enforcement Division.

**Attachments:**

1. 20230328123726

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Building Dept. No: 20426 Date 3/16/2023

The reason for this request is (check one):

- |    |                                                                                        | <b>Approval Required</b> |
|----|----------------------------------------------------------------------------------------|--------------------------|
| A. | <input type="checkbox"/> Transfer to/from Contingencies OR between Departments         | Board                    |
| B. | <input checked="" type="checkbox"/> Supplemental Budgets (including budget reductions) | Board                    |
| C. | <input type="checkbox"/> Transfers to/from or new Fixed Asset, within a 51XXX          | Board                    |
| D. | <input type="checkbox"/> Transfer within Department, except fixed assets               | Auditor                  |
| E. | <input type="checkbox"/> Establish any new account except fixed assets                 | Auditor                  |

**TRANSFER FROM OR**  **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>2042641</u>	<u>41020</u>	<u>Construction Permits</u>	<u>22,000.00</u>
Total (must equal transfer to total)				<u>22,000.00</u>

**TRANSFER TO OR**  **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>2042654</u>	<u>541501</u>	<u>Vehicle 4 x 4</u>	<u>22,000.00</u>
Total (must equal transfer to total)				<u>22,000.00</u>

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.

**RECEIVED**  
MAR 17 2023

Auditor's / Flick

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) See attached memo. \_\_\_\_\_

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

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

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

Approved by Department Signing Authority: Dee-Dee Wright

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: Marshall

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

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

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

**INSTRUCTIONS:**

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

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

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

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

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



## PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
www.plumascounty.us

voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** April 4, 2023  
**TO:** Honorable Board of Supervisors  
**FROM:** Charles White  
Director of Building Services

**SUBJECT:** Request for an additional twenty-two thousand dollars (\$22,000.00) added to FY 22/23 Building Department budget line item 2042654 approved fifty thousand (\$50,000) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks.

### RECOMMENDATION:

Board approval for an additional twenty-two thousand dollars (\$22,000.00) to add to the FY 22/23 Building Department budget line item 2042654 approved fifty thousand (\$50,000) to purchase two new 2022, or 2023 compact 4x4 extra cab standard bed trucks for use by the Building Department and Code Enforcement Division.

### BACKGROUND:

The Building Department continues to use vehicles of 20 years of age or more and some with over two hundred thousand miles. Maintenance costs on these older vehicles continue to rise, and their safety is a concern. An additional twenty-two thousand dollars (\$22,000.00) is requested to be added to the existing fifty thousand dollars (50,000.00) approved in the FY 21/22 budget forwarded to FY 22/23 for the purchase of two new vehicles. Due to COVID 19, parts shortages, and required government purchasing regulations, the department was not able to purchase the vehicles that were originally planned. To be able to purchase vehicles now requires going with other models that cost between seven to ten thousand more per unit. The department has made cost savings of \$83,516 from not being able to fill the FY 22/23 allocated Administrative Assistant and Building Inspector positions until later in the fiscal year. Department revenues are also currently \$126,550.78 above the FY 22/23 projection.

Thank you for your consideration,

Charles White  
Director of Building Services  
County of Plumas



**PLUMAS COUNTY  
BUILDING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Charles White, Director of Building Services  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Director of Building Services to adjust the Chief Code Enforcement Officer's work schedule from eight hours per day, five days per week to ten hours per day, four days per week, from the first payroll date in April, to the first payroll date in October. The remaining months of the year would remain at eight hours per day, five days per week, in accordance with the current Building Department work schedule.

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**Recommendation**

Approve a request to allow the Director of Building Services to adjust the Chief Code Enforcement Officer's work schedule from eight hours per day, five days per week to ten hours per day, four days per week, from the first payroll date in April, to the first payroll date in October. The remaining months of the year would remain at eight hours per day, five days per week, in accordance with the current Building Department work schedule.

**Background and Discussion**

The workload of Code Enforcement continues to increase, with only the more critical cases being investigated quickly. During the longer daylight months, more fieldwork can be completed in a 10-hour workday. The initial investigations are the first step in compliance actions and can typically only be done during daylight hours. 10-hour days also give the officers the ability to make contact with residents before or after the residents' typical work hours. This will allow more cases to get started by investigation with much of the follow-up work and any further compliance action processes conducted during the shorter daylight months in the office. On Fridays, Building Department staff will still be available to receive compliance investigation requests and answer questions in regard to Code Enforcement.

**Action:**

Approval of a seasonal four-ten-hour day work schedule for the Chief Code Enforcement Officer

**Attachments:**

None



## PLUMAS COUNTY PROBATION MEMORANDUM

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

**FROM:** Keevin Allred, Chief Probation Officer

**MEETING DATE:** April 4, 2023

**SUBJECT:** Adopt RESOLUTION to establish 27 new Plumas County Probation Department Policies and Procedures through Lexipol; approved as to form by County Counsel; discussion and possible action. Roll call vote

### Recommendation

Authorize a Resolution to adopt new Plumas County Probation Department policies and procedures through Lexipol.

### Background and Discussion

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

Policies are as follows:

POLICY NUMBER	POLICY TITLE
201	Departmental Directives
204	Electronic Email
205	Administrative Communications
206	Supervision Staffing Levels
308	Victim Witness Assistance
313	Outside Agency Assistance
314	Major Incident Notification
316	Communications with Persons with Disabilities
319	Service Animals
321	Community Relations
403	Compliance Monitoring
404	Drug and Alcohol Testing
405	Modifications of Conditions of Supervision
406	Violations
407	Subpoenas and Court Appearances
408	Interstate Transfer of Supervision
409	Interstate Transfer of Supervision of Juveniles
411	Prison Rape Elimination Act
412	Bias-based Supervision
510	Public Recording of Probation Officer Activity
511	Medical Aid and Response
512	Suspicious Activity Reporting

600	Department-Owned and Personal Property
601	Personal Communication Devices
603	Personal Protective Equipment
604	Body Armor
809	Communicable Diseases

**Action:**

**Attachments:**

1. Prob - Policy Resolution 201-809-combined

RESOLUTION NO: 2023-\_\_\_\_\_

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

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

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

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

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

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

Approve this Resolution to adopt new Plumas County Probation Department Policies and Procedures according to Lexipol as follows:

Policies: 201, 204, 205, 206, 308, 313, 314, 316, 319, 321, 403, 404, 405, 406, 407, 408, 409, 411, 412, 510, 511, 512, 600, 601, 603, 604, and 809.

The foregoing information was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 4<sup>th</sup> day of April, 2023 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

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

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

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## Departmental Directives

### 201.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines for issuing Departmental Directives.

### 201.2 POLICY

Discretionary

Departmental Directives will be used to modify policies of the Plumas County Probation Department when an immediate need to adapt a policy or procedure exists, in order to best meet the mission of the Department. Applicable memorandums of understanding and other alternatives should be considered before a Departmental Directive is issued.

### 201.3 PROTOCOL

Discretionary

Departmental Directives will be incorporated into the Policy Manual, as required, upon approval. Departmental Directives will modify existing policies or create a new policy as appropriate and will be rescinded if incorporated into the manual.

The Chief Probation Officer or the authorized designee shall ensure that all Departmental Directives are disseminated appropriately. Departmental Directives should be numbered consecutively and incorporate the year of issue. All members will be notified when a Departmental Directive is rescinded or has been formally adopted into the Policy Manual.

### 201.4 RESPONSIBILITIES

Best Practice

#### 201.4.1 SUPERVISORS

Best Practice MODIFIED

Supervisors shall periodically review Departmental Directives to determine whether they should be formally incorporated into the Policy Manual and, as appropriate, will recommend necessary modifications to the Chief Probation Officer.

#### 201.4.2 CHIEF PROBATION OFFICER

Best Practice MODIFIED

Only the Chief Probation Officer or the authorized designee may approve and issue Departmental Directives.

### 201.5 ACCEPTANCE OF DIRECTIVES

Best Practice

All members shall be provided access to the Departmental Directives. Each member shall acknowledge that the member has been provided access to and has had the opportunity to review

# Plumas County Probation Department

Probation Manual

## *Departmental Directives*

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the Departmental Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions they do not fully understand.

### **201.6 ISSUED DATE**

Agency Content

#### **201.6.1 REVISED DATE(S)**

Agency Content

## Electronic Mail

### 204.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the Department.

### 204.2 POLICY

Best Practice MODIFIED

Plumas County Probation Department members shall use email in a professional manner in accordance with this policy and current law (e.g., California Public Records Act).

### 204.3 PRIVACY EXPECTATION

Best Practice

Members forfeit any expectation of privacy with regard to emails accessed, transmitted, received, or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

### 204.4 RESTRICTIONS ON USE OF EMAIL

Best Practice

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration, or practices of the Department.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire Department are only to be used for official business-related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from a supervisor in the member's chain of command.

It is a violation of this policy to transmit a message under another member's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is unattended. This added security measure will minimize the potential misuse of a member's email, name, or password. Members who believe a password has become known to another person shall change the password immediately.

### 204.5 EMAIL RECORD MANAGEMENT

State MODIFIED

# Plumas County Probation Department

## Probation Manual

### *Electronic Mail*

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Email may, depending upon the individual content, be a public record under the California Public Records Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Chief Probation Officer, or the authorized designee, shall ensure that email messages are retained and recoverable as outlined in the Records Maintenance and Release Policy. The Chief Probation Officer shall have sole authority for requesting email recovery.

#### **204.6 ISSUED DATE**

Agency Content

##### **204.6.1 REVISED DATE(S)**

Agency Content

# Administrative Communications

## 205.1 PURPOSE AND SCOPE

Discretionary

This policy sets forth the manner in which the Department communicates significant changes to its membership, such as promotions, transfers, hiring and appointment of new members and separations; individual and group awards and commendations; or other changes in status. This policy also provides guidelines for the professional handling of electronic and non-electronic administrative communications from the Department.

## 205.2 POLICY

Discretionary

The Plumas County Probation Department will appropriately communicate significant events within the organization to its members. Both electronic and non-electronic administrative communications will be professional in appearance and comply with the established letterhead, signature, and disclaimer guidelines as applicable.

## 205.3 MEMORANDUMS

Discretionary

Memorandums may be issued periodically by the Chief Probation Officer or the authorized designee to announce and document all promotions, transfers, hiring and appointment of new members, separations; individual and group awards and commendations; or other changes in status.

## 205.4 CORRESPONDENCE

Discretionary **MODIFIED**

To ensure that the letterhead and name of the Department are not misused, all official external correspondence shall be on department letterhead. ~~All letterhead shall bear the signature element of the~~ . Official correspondence and use of letterhead requires approval of a supervisor. Department letterhead may not be used for personal purposes.

~~Official internal correspondence shall be on the appropriate electronic or non-electronic memorandum forms.~~

Electronic correspondence shall contain the sender's department-approved signature and electronic communications disclaimer language.

## 205.5 SURVEYS

Discretionary

All surveys made in the name of the Department shall be authorized by the Chief Probation Officer or the authorized designee.

# Plumas County Probation Department

## Probation Manual

### *Administrative Communications*

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#### **205.6 OTHER COMMUNICATIONS**

**Discretionary**

Departmental Directives and other communications necessary to ensure the effective operation of the Department shall be issued by the Chief Probation Officer or the authorized designee (see the Departmental Directives Policy).

#### **205.7 ISSUED DATE**

**Agency Content**

##### **205.7.1 REVISED DATE(S)**

**Agency Content**

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## Supervision Staffing Levels

### 206.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines to ensure that proper supervision is available to meet the needs of the Department and members.

### 206.2 POLICY

Discretionary

The Plumas County Probation Department will ensure that proper supervision is available to meet the needs of its members and to achieve the goals of the Department. The needs of its members should be balanced with the needs of the Department for flexibility and discretion in assigning members to meet supervisory needs. While balance is desirable, the paramount concern is to meet the needs of the Department.

### 206.3 MINIMUM SUPERVISION STAFFING LEVELS

Discretionary MODIFIED

Minimum staffing levels should be established by the Supervisors for each division. The supervision staffing levels should support proper supervision, span of control, compliance with any collective bargaining agreement or memorandum of understanding, and activity levels to meet the needs of members and the goals of the Department.

#### 206.3.1 TEMPORARY SUPERVISORS

Discretionary

To accommodate training and other unforeseen circumstances, another qualified member may be used as a temporary supervisor in place of a regularly assigned supervisor.

### 206.4 ISSUED DATE

Agency Content

#### 206.4.1 REVISED DATE(S)

Agency Content

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## Victim and Witness Assistance

### 308.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to ensure that members address victim- and witness-related issues appropriately.

### 308.2 POLICY

**Best Practice**

The Plumas County Probation Department recognizes the difficulties faced by victims and witnesses of crime. The members of the Plumas County Probation Department will treat victims with compassion and provide them the services required by law.

### 308.3 RESPONSIBILITIES

**State**

Member responsibilities include the following:

- (a) Members preparing a pre-sentence/social study investigation are expected to include available information regarding the impact of the offense on the victim and the victim's family and any sentencing/disposition recommendations from the victim as required by California Constitution Article I § 28.
- (b) Officers who supervise a client requesting a transfer to another county shall provide written notice of the date, time, and place set for hearing on the motion to the victim, if a victim exists (Cal. Rules of Court, Rule 4.530).
- (c) Members should follow county protocol as applicable regarding notice to witnesses who were threatened by the offender following the offender's arrest and each victim or next of kin of the victim of a violent offense of their right to request and receive a release notification (Penal Code § 679.03).
- (d) Officers should provide victims, or the parents or guardians of the victim if the victim is a minor, or the next of kin of the victim if the victim has died written material containing their rights pursuant to Penal Code § 1191.1 and Penal Code § 1191.2.
- (e) Members will notify a victim of domestic violence or abuse, or a victim of stalking of the offender's current community of residence or proposed community of residence when the offender is being placed on or being released on probation when the victim has requested notification and provided the department with a current address for notification (Penal Code § 679.06).

### 308.4 VICTIM SAFETY

**Best Practice**

Officers should never guarantee a victim's safety from future harm but may make practical safety suggestions to victims who express fear of future harm or retaliation. Officers should never

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guarantee that a person qualifies as a victim for the purpose of compensation or restitution but may direct the person to the proper written department material or available victim resources.

Officers should report all known allegations of victim intimidation to the appropriate local law enforcement agency and prosecutor as soon as practicable.

### **308.5 VICTIM INFORMATION**

#### **Best Practice**

Written victim information materials should include:

- (a) Shelters and other community resources for victims, including domestic violence and sexual assault victims.
- (b) An advisement that a person who was arrested may be released on bond, probation, or other forms of release and that the victim should not rely upon such status or supervision as a guarantee of safety.
- (c) A clear explanation of relevant court orders and how they can be obtained.
- (d) Information regarding available compensation for qualifying victims of crime.
- (e) VINE® information (Victim Information and Notification Everyday), including the telephone number and whether this free service is available to allow victims to check on an adult offender's custody status and to register for automatic notification when a person is released from jail.
- (f) Notice regarding U visa and T visa application processes.
- (g) Resources available for victims of identity theft.
- (h) Victims' rights provided in Penal Code § 1191.1 and Penal Code § 1191.2, including:
  1. Their right to attend all sentencing or disposition proceedings.
  2. Adequate notice of all sentencing or disposition proceedings.
  3. Information concerning the victim's right to civil recovery against the offender.
  4. The requirement that the court order restitution for the victim.
  5. The victim's right to receive a copy of the restitution order from the court and to enforce the restitution order as a civil judgment.
  6. The victim's responsibility to furnish the probation department, district attorney, and court with information relevant to any losses.
  7. The victim's opportunity to be compensated from the Restitution Fund if eligible. This information shall be in the form of written material prepared by the Judicial Council in consultation with the California Victim Compensation Board, shall include the relevant sections of the Penal Code, and shall be provided to each victim for whom the probation officer has a current mailing address.

### **308.6 WITNESSES**

#### **Best Practice**

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Officers should never guarantee a witness' safety from future harm or that the witness's identity will always remain confidential. Officers may make practical safety suggestions to witnesses who express fear of future harm or retaliation.

Officers should report all known allegations of witness intimidation to the appropriate local law enforcement agency and prosecutor as soon as practicable.

#### **308.7 ISSUED DATE**

Agency Content

##### **308.7.1 REVISED DATE(S)**

Agency Content

## Outside Agency Assistance

### 313.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidance to members when requesting or responding to a request for mutual aid or assistance from a law enforcement agency.

### 313.2 POLICY

Best Practice

It is the policy of the Plumas County Probation Department to respond to requests for mutual aid or assistance by law enforcement agencies, subject to available resources and consistent with the applicable laws and policies of this department.

### 313.3 ASSISTING OUTSIDE AGENCIES

Best Practice MODIFIED

Generally, requests for any type of assistance from a law enforcement agency should be routed to the [Chief Probation Officer](#) or Supervisor's office for approval. In some instances, a memorandum of understanding or other established protocol may exist that eliminates the need for approval of individual requests.

Mutual aid or assistance may be provided by this department when a law enforcement agency requests assistance. The [Chief Probation Officer](#) or the Supervisor may authorize an appropriate number of available officers to assist. Officers rendering assistance shall comply with applicable laws and the policies of this department.

Only officers who have been approved by the Chief Probation Officer or [Supervisor](#) to respond to requests for mutual aid or assistance are authorized to participate in any response. Officers who respond to a request for assistance shall notify a supervisor [or the Chief Probation Officer](#) of their activity as soon as practicable.

#### 313.3.1 EMERGENCY ASSISTANCE

State MODIFIED

Officers should not respond to any emergency calls except as authorized in this policy. If an officer believes that an emergency response is required in any other situation, the officer should immediately request a response by local law enforcement.

Officers should only respond to a request for assistance as an emergency response when dispatched and when authorized by this agency to operate an emergency vehicle under emergency circumstances. Officers responding should notify a supervisor as soon as reasonably practicable. Officers responding to an emergency request for assistance from a law enforcement agency shall proceed immediately as appropriate and shall operate the emergency vehicle lighting and siren as required by law (Vehicle Code § 21055; Vehicle Code § 21056).

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### *Outside Agency Assistance*

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Officers not responding to a request for assistance as an emergency response or not trained in emergency vehicle lighting usage shall observe all traffic laws and proceed without the use of emergency lights and siren. Officers responding to a request for assistance as an emergency response in a vehicle that is not equipped with lights and siren should observe all traffic laws.

#### **313.4 REQUESTING OUTSIDE ASSISTANCE**

**Best Practice**

If assistance is needed from an outside agency, the member requesting assistance should, if practicable, first notify a supervisor. The handling member or supervisor should direct assisting personnel to where they are needed and to whom they should report when they arrive.

The requesting member should arrange for appropriate radio communication capabilities, if necessary and available, so that communication can be coordinated between assisting personnel.

#### **313.5 REPORTING REQUIREMENTS**

**Best Practice** **MODIFIED**

Incidents of outside assistance shall be documented in a general case report or as directed by the Supervisor.

#### **313.6 SHARED EQUIPMENT AND SUPPLIES**

**Federal** **MODIFIED**

A plan should be prepared by the -Supervisor or the authorized designee regarding equipment and supplies purchased with federal funds or grants that require such equipment and supplies be shared with other agencies.

The plan should include:

- (a) An itemization of the equipment.
- (b) The conditions relative to sharing.
- (c) The training requirements for:
  1. The use of the equipment and supplies.
  2. The members trained in the use of the equipment and supplies.
- (d) Any other requirements for use of the equipment and supplies.

Copies of the plan should be provided to the Supervisor to ensure use of the equipment and supplies complies with the sharing agreements.

The Training Manager should see that appropriate members have received the required training on the plan.

#### **313.7 ISSUED DATE**

**Agency Content**

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### 313.7.1 REVISED DATE(S)

Agency Content

# Major Incident Notification

## 314.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidance to members of the Plumas County Probation Department in determining when, how, and to whom notification of major incidents should be made.

## 314.2 POLICY

Best Practice

The Plumas County Probation Department recognizes that certain incidents should be brought to the attention of supervisors or other specified personnel of this department to facilitate the coordination of activities and ensure that inquiries from the media and the public may be properly addressed. Additional information regarding media inquiries is addressed in the Media Relations policy.

## 314.3 CRITERIA FOR NOTIFICATION

Best Practice **MODIFIED**

Most situations where the media show a strong interest are also of interest to the Chief Probation Officer, the affected Supervisor, and the appropriate County administrators. The following list of incident types is provided as a guide for notification and is not intended to be all-inclusive:

- Officer-involved shooting, whether on- or off-duty (see the Officer-Involved Shootings and Deaths Policy for special notification)
- Homicides, suspicious deaths, or other deaths related to probation activity
- Crimes or other behavior by clients of unusual violence, or circumstances that may include hostages, barricaded persons, home invasions, armed robbery, or sexual assaults involving clients
- In-custody deaths or in-custody serious injuries related to clients
- Traffic accidents with fatalities or severe injuries involving department members or clients
- Significant injury to or death of a member of the Department, whether on- or off-duty
- Arrest of a member of the Department
- Equipment failures, utility failures, and incidents that may affect staffing or pose a threat to basic probation services
- Any other incident that has attracted or is likely to attract significant media attention

## 314.4 SUPERVISOR RESPONSIBILITIES

Discretionary **MODIFIED**

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### *Major Incident Notification*

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The Supervisor is responsible for making the appropriate notifications. The Supervisor shall make reasonable attempts to obtain as much information on the incident as possible before notification and shall attempt to make the notifications as soon as practicable. ~~Notification should be made by using the call notification protocol that should be posted in a readily available location.~~

#### 314.4.1 AGENCYHEAD NOTIFICATION

**Discretionary**

In the event an incident occurs as identified in the Criteria for Notification section above, the Chief Probation Officer shall be notified along with the affected Supervisor and the supervisor of the affected division.

#### 314.4.2

**Discretionary** **MODIFIED**

~~If the incident requires that an investigator respond from home, the or the authorized designee shall be notified and will then assign the appropriate investigator (e.g., internal affairs investigations).~~

#### 314.4.3 MEDIA RELATIONS

**Discretionary**

The Chief Probation Officer or the authorized designee should assign the Public Information Officer or an officer to respond to requests for information if it appears the media may have a significant interest in the incident.

#### 314.5 ISSUED DATE

**Agency Content**

##### 314.5.1 REVISED DATE(S)

**Agency Content**

# Communications with Persons with Disabilities

## 316.1 PURPOSE AND SCOPE

Federal

This policy provides guidance to members when communicating with individuals with disabilities, including those who are deaf or hard of hearing, have impaired speech or vision, or are blind.

### 316.1.1 DEFINITIONS

Federal

Definitions related to this policy include:

**Auxiliary aids** - Tools used to communicate with people who have a disability or impairment. They include but are not limited to using gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; qualified readers; or a qualified interpreter.

**Disability or impairment** - A physical or mental impairment that substantially limits a major life activity, including hearing or seeing, regardless of whether the disabled person uses assistive or adaptive devices or auxiliary aids. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102).

**Qualified interpreter** - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters.

## 316.2 POLICY

Federal

It is the policy of the Plumas County Probation Department to reasonably ensure that people with disabilities, including victims, witnesses, suspects, and arrestees, have equal access to probation services, programs, and activities. Members must make efforts to communicate effectively with individuals with disabilities.

The Department will not discriminate against or deny any individual access to services, rights, or programs based upon disabilities.

## 316.3 AMERICANS WITH DISABILITIES (ADA) COORDINATOR

Federal MODIFIED

The Chief Probation Officer shall delegate certain responsibilities to an ADA coordinator or the authorized designee (28 CFR 35.107). The representative ~~coordinator~~ shall be appointed by and directly responsible to the Chief Probation Officer or the authorized designee.

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

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### *Communications with Persons with Disabilities*

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- (a) Working with the County ADA coordinator regarding the Plumas County Probation Department's efforts to ensure equal access to services, programs, and activities.
- (b) Developing reports or new procedures or recommending modifications to this policy.
- (c) Acting as a liaison with local disability advocacy groups or other disability groups regarding access to department services, programs, and activities.
- (d) Ensuring that a list of qualified interpreter services is maintained and available to each member of the department. The list should include information regarding:
  - 1. Contact information.
  - 2. Availability.
- (e) Developing procedures that will enable members to access auxiliary aids or services, including qualified interpreters, and ensure the procedures are available to all members.
- (f) Ensuring signage is posted in appropriate areas indicating that auxiliary aids are available free of charge to individuals with disabilities.
- (g) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs, and activities.

[See attachment: NOTICE UNDER THE AMERICANS.pdf](#)

[See attachment: Plumas County Probation Department ADA Grievance.pdf](#)

#### **316.4 FACTORS TO CONSIDER**

##### **Federal**

Because the nature of any probation contact may vary substantially from one situation to the next, members of this department should consider all information reasonably available to them when determining how to communicate with an individual with a disability. Members should carefully balance all known factors in an effort to reasonably ensure people who are disabled have equal access to services, programs, and activities. These factors may include but are not limited to:

- (a) Members should not always assume that effective communication is being achieved. That an individual appears to be nodding in agreement does not always mean the individual completely understands the message. When there is any doubt, members should ask the individual to communicate back or otherwise demonstrate understanding.
- (b) The nature of the disability (e.g., deafness or blindness vs. hard of hearing or low vision).
- (c) The nature of the probation contact (e.g., emergency vs. non-emergency, custodial vs. consensual contact).
- (d) The availability of auxiliary aids. The fact that a particular aid is not available does not eliminate the obligation to reasonably ensure access. However, in an emergency, availability may factor into the type of aid used.

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### *Communications with Persons with Disabilities*

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#### **316.5 INITIAL AND IMMEDIATE CONSIDERATIONS**

##### **Federal**

Recognizing that various probation encounters may be potentially volatile and/or emotionally charged, members should remain alert to the possibility of communication problems.

Members should exercise special care in the use of all gestures and verbal and written communication to minimize initial confusion and misunderstanding when dealing with any individual with known or suspected disabilities.

In a non-emergency situation, when a member knows or suspects an individual requires assistance to effectively communicate, the member shall identify the individual's choice of auxiliary aid or service.

The individual's preferred communication method must be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method is effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the involved communication.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever auxiliary aids and services reasonably appear effective under the circumstances. This may include, for example, exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate auxiliary aid or service. Once the emergency has ended, the continued method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.

If an individual who is deaf, is hard of hearing, or has impaired speech must be handcuffed while in the custody of the Plumas County Probation Department, consideration should be given, safety permitting, to placing the handcuffs in the front of the body to facilitate communication using sign language or writing.

#### **316.6 TYPES OF ASSISTANCE AVAILABLE**

##### **Federal**

Plumas County Probation Department members shall never refuse an available service to an individual with disabilities who is requesting assistance. The Department will not charge anyone to receive auxiliary aids, nor shall it require anyone to furnish their own auxiliary aid or service as a condition for receiving assistance. The Department will make every reasonable effort to provide equal access and timely assistance to disabled individuals through a variety of services.

Disabled individuals may choose to accept department-provided auxiliary aids or services, or they may choose to provide their own.

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

#### **316.7 AUDIO RECORDINGS AND ENLARGED PRINT**

##### **Federal**

The Department may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, members may read aloud from the appropriate form (e.g., a personnel complaint form) or provide forms with enlarged print.

#### **316.8 QUALIFIED INTERPRETERS**

##### **Federal**

A qualified interpreter may be needed in lengthy or complex transactions (e.g., interviewing a victim, witness, suspect, or arrestee) if the individual to be interviewed normally relies on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the case or the investigation. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a court proceeding.

Qualified interpreters should be:

- (a) Available within a reasonable amount of time but in no event longer than one hour if requested.
- (b) Experienced in providing interpretation services related to probation matters.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use department-approved procedures to request a qualified interpreter at the earliest reasonable opportunity, and generally not more than 15 minutes after a request for an interpreter has been made or it is reasonably apparent that an interpreter is needed. No individual who is disabled shall be required to provide an interpreter (28 CFR 35.160).

#### **316.9 TTY AND RELAY SERVICES**

##### **Federal**

In situations where an individual without a disability would have access to a telephone (e.g., booking, attorney contacts), members must also provide those who are deaf, are hard of hearing, or have impaired speech the opportunity to place calls using an available TTY (also known as a telecommunications device for deaf people, or TDD). Members shall provide additional time, as needed, for effective communication due to the slower nature of TTY and TDD communications.

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The Department will accept all TTY or TDD calls placed by those who are deaf or hard of hearing and received via a telecommunications relay service (28 CFR 35.162).

Note that relay services translate verbatim, so the conversation must be conducted as if speaking directly to the caller.

#### **316.10 COMMUNITY VOLUNTEERS**

##### **Federal**

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the Department to provide interpreter services.

Where qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the individual with the disability and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

#### **316.11 FAMILY AND FRIENDS**

##### **Federal**

While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the contact and relationship between the individual with the disability and the person offering services must be carefully considered (e.g., victim/suspect/client/person on supervised release).

Children shall not be relied upon except in emergency or critical situations when there is no qualified interpreter reasonably available.

Adults may be relied upon when (28 CFR 35.160):

- (a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.
- (b) The person with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.

#### **316.12 REPORTING**

##### **Federal**

Whenever any member of this department is required to complete a report or other documentation and communication assistance has been provided, such services should be noted in the related report. Members should document the type of communication services utilized and whether the individual elected to use services provided by the Department or some other identified source. If the individual's express preference is not honored, the member must document why another method of communication was used.

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All written communications exchanged in a criminal case shall be attached to the report or placed into evidence.

#### **316.13 FIELD SUPERVISION**

##### **Federal**

Field supervision will generally include such contacts as home, work, or school visits, street contacts, community encounters, and other routine field contacts that may involve individuals with disabilities. The scope and nature of these activities and contacts will inevitably vary.

The Department recognizes that it would be virtually impossible to provide immediate access to complete communication services to every member of this department. Members and/or supervisors must assess each situation and consider the length, complexity, and importance of the communication, as well as the individual's preferred method of communication, when determining the type of resources to use and whether a qualified interpreter is needed.

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

If available, officers should obtain the assistance of a qualified interpreter before placing an individual with a disability under arrest. Individuals who are arrested and are assisted by service animals should be permitted to make arrangements for the care of such animals prior to transport.

#### **316.13.1 FIELD RESOURCES**

##### **Federal**

Examples of methods that may be sufficient for transactions, such as checking a license or giving directions to a location or for urgent situations such as responding to a violent crime in progress, depending on the circumstances, include such simple things as:

- (a) Hand gestures or visual aids with an individual who is deaf, is hard of hearing, or has impaired speech.
- (b) Exchange of written notes or communications.
- (c) Verbal communication with an individual who can speechread by facing the individual and speaking slowly and clearly.
- (d) Use of computer, word processing, personal communication device, or similar device to exchange texts or notes.
- (e) Slowly and clearly speaking or reading simple terms to individuals who have a visual or mental impairment.

Members should be aware that these techniques may not provide effective communication as required by law and this policy depending on the circumstances.

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### *Communications with Persons with Disabilities*

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#### **316.14 CUSTODIAL INTERROGATIONS**

##### **Federal**

In an effort to ensure that the rights of individuals who are deaf, are hard of hearing, or have speech impairment are protected during a custodial interrogation, this department will provide interpreter services before beginning an interrogation, unless exigent circumstances exist or the individual has made a clear indication that the individual understands the process and desires to proceed without an interpreter. The use of a video remote interpreting service should be considered, where appropriate, if a live interpreter is not available. *Miranda* warnings shall be provided by a qualified interpreter or by providing a written *Miranda* warning card to suspects who are deaf or hard of hearing.

To ensure that communications during custodial investigations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible.

#### **316.15 ARRESTS AND BOOKINGS**

##### **Federal**

If an individual with speech or hearing disabilities is arrested, the arresting officer shall use department-approved procedures to provide a qualified interpreter at the place of arrest or booking as soon as reasonably practicable, unless the individual prefers a different auxiliary aid or service or the officer reasonably determines another effective method of communication exists under the circumstances.

When gathering information during the booking process, members should remain alert to the impediments that often exist when communicating with those who are deaf, are hard of hearing, have impaired speech or vision, are blind, or have other disabilities. In the interest of the arrestee's health and welfare, to protect the safety and security of the facility, and to protect individual rights, it is important that accurate medical screening and booking information should be obtained. If necessary, members should seek the assistance of a qualified interpreter whenever there is concern that accurate information cannot be obtained or that booking instructions may not be properly understood by the individual.

Individuals who require and possess personally owned communication aids (e.g., hearing aids, cochlear processors) should be permitted to retain them while in custody.

#### **316.16 COMPLAINTS**

##### **Federal**

The Department shall ensure that individuals with disabilities who wish to file a complaint regarding members of this department are able to do so. The Department may provide a qualified interpreter or forms in enlarged print, as appropriate. Complaints will be referred to the ADA coordinator.

Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. Qualified interpreters used during the investigation of a complaint should not be members of this department.

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## Probation Manual

### *Communications with Persons with Disabilities*

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#### **316.17 TRAINING**

##### **Federal**

To ensure that all members who may have contact with disabled individuals are properly trained, the Department will provide periodic training that should include:

- (a) Awareness and understanding of this policy and related procedures, related forms, and available resources.
- (b) Procedures for accessing qualified interpreters and other available resources.
- (c) Working with in-person and telephone interpreters and related equipment.

The Training Manager shall be responsible for ensuring new members receive training related to interacting with individuals who have disabilities, including those who are deaf, are hard of hearing, have impaired speech or vision, or are blind. Those who may have contact with such individuals should receive refresher training at least once every two years thereafter. The Training Manager shall maintain records of all training provided and will retain a copy in each member's training file in accordance with the established records retention schedule.

##### **316.17.1 TTY OR TDD TRAINING**

##### **Best Practice**

Training should be mandatory for all members who have contact with probationers who are deaf, are hard of hearing, or have impaired speech. Refresher training should occur every six months. Such training and information should include:

- (a) ASL syntax and accepted abbreviations.
- (b) Practical instruction on identifying and processing TTY or TDD calls, including the importance of recognizing silent TTY or TDD calls and using proper syntax, abbreviations, and protocol when responding to TTY or TDD calls.
- (c) Hands-on experience in TTY and TDD communications, including identification of TTY or TDD tones.

#### **316.18 ISSUE DATE**

##### **Agency Content**

##### **316.18.1 REVISED DATE(S)**

##### **Agency Content**

## Attachments

## NOTICE UNDER THE AMERICANS.pdf



## **NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT**

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the Plumas County Probation Department will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** The Plumas County Probation Department does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

**Effective Communication:** The Plumas County Probation Department will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Plumas County Probation Department programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** The Plumas County Probation Department will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Plumas County Probation Department offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activities associated with the Plumas County Probation Department, should contact the Plumas County Probation Department ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Plumas County Probation Department to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the Plumas County Probation Department is not accessible to persons with disabilities should be directed to the Plumas County Probation Department ADA Coordinator. The Plumas County Probation Department will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

# Plumas County Probation Department ADA Grievance.pdf

## **Plumas County Probation Department Grievance Procedure under The Americans with Disabilities Act**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Plumas County Probation Department. The Plumas County Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Plumas County Probation Department ADA Coordinator  
270 County Hospital Rd., Ste.128 Quincy, CA 95971**

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA coordinator or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Plumas County Probation Department and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Administrator.

Within 15 calendar days after receipt of the appeal, the County Administrator or designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the County Administrator or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Plumas County ADA Coordinator, appeals to the County Administrator, and responses from these two offices will be retained by Plumas County for at least three years.

## Service Animals

### 319.1 PURPOSE AND SCOPE

Federal

The purpose of this policy is to provide guidelines to ensure that the rights of individuals who use service animals to assist with disabilities are protected in accordance with Title II of the Americans with Disabilities Act (ADA).

#### 319.1.1 DEFINITIONS

Federal MODIFIED

Definitions related to this policy include:

**Service animal** - A dog that is trained to do work or perform tasks to benefit an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability (28 CFR 35.104).

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for people with disabilities, provided the horse is housebroken, is under the handler's control, the facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i)).

### 319.2 POLICY

Federal

It is the policy of the Plumas County Probation Department to provide services and access to persons with service animals in the same manner as those without service animals. Department members shall protect the rights of persons assisted by service animals in accordance with state and federal law.

### 319.3 IDENTIFICATION AND USE OF SERVICE ANIMALS

State

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness, or collar.

Service animals may be used in a number of ways to provide assistance, including:

- Guiding people who are blind or have low vision.
- Alerting people who are deaf or hard of hearing.
- Retrieving or picking up items, opening doors, or flipping switches for people who have limited use of their hands, arms, or legs.
- Pulling wheelchairs.
- Providing physical support and assisting with stability and balance.

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- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication.
- Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

#### 319.4 MEMBER RESPONSIBILITIES

##### Federal

Service animals assisting individuals with disabilities are permitted in all public facilities and areas where the general public is allowed. Department members are expected to treat individuals with service animals with the same courtesy and respect that the Plumas County Probation Department affords to all members of the public (28 CFR 35.136).

##### 319.4.1 INQUIRY

##### Federal

If it is apparent or if a member knows that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the member should ask the individual only the following questions (28 CFR 35.136(f)):

- Is the animal required because of a disability?
- What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. The individual should not be questioned about the disability nor should the person be asked to provide any license, certification, or identification card for the service animal.

##### 319.4.2 CONTACT

##### Federal

Service animals are not pets. Department members should not interfere with the important work performed by a service animal by talking to, petting, or otherwise initiating contact with a service animal.

##### 319.4.3 REMOVAL

##### Federal

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, an officer may direct the handler to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

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Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse service to an individual with disabilities. Members of this department are expected to provide all services that are reasonably available to an individual with a disability, with or without a service animal.

#### **319.5 ISSUED DATE**

Agency Content

##### **319.5.1 REVISED DATE(S)**

Agency Content

# Community Relations

## 321.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to provide guidelines for community relationship-building.

Additional guidance on community relations and outreach is provided in other policies, including the:

- Limited English Proficiency Services Policy.
- Communications with Persons with Disabilities Policy.
- Suspicious Activity Reporting Policy.

## 321.2 POLICY

Discretionary

It is the policy of the Plumas County Probation Department to promote positive relationships between department members and the community by treating community members with dignity and respect and engaging them in public safety strategy development and relationship-building activities, and by making available relevant policy and operations information to the community in a transparent manner.

## 321.3 MEMBER RESPONSIBILITIES

Discretionary

Officers should, as time and circumstances reasonably permit:

- (a) Make casual and consensual contacts with community members to promote positive community relationships.
- (b) Become reasonably familiar with the schools, businesses, community treatment programs, service providers, and faith-based organizations in their supervision areas.
- (c) Work with community members and the department community relations coordinator to identify issues and solve problems related to community relations and public safety.
- (d) Conduct periodic field contacts to facilitate interaction with community members. Officers carrying out field contacts should notify an appropriate supervisor or authorized designee of their status (i.e., on field supervision) and location before beginning and upon completion of field supervision.

## 321.4 COMMUNITY RELATIONS COORDINATOR

Discretionary **MODIFIED**

The Chief Probation Officer or the authorized designee should designate a member of the Department to serve as the community relations coordinator. The coordinator should report directly to the Chief Probation Officer or authorized designee and is responsible for:

- (a) Obtaining department-approved training related to coordinator responsibilities.

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- (b) Responding to requests from department members and the community for assistance in identifying issues and solving problems related to community relations.
- (c) Working with community groups, department members, and other community resources to:
  - 1. Organize programs and activities that help build positive relationships between department members and the community and provide community members with an improved understanding of department operations.
- (d) Working with the [Supervising Probation Officer](#) to develop field activities that allow officers the time to participate in community engagement activities.
- (e) Recognizing department and community members for exceptional work or performance in community relations efforts.
- (f) Attending [Board of Supervisor](#) ~~-council-~~ and other community meetings to obtain information on community relations needs.
- (g) Informing the Chief Probation Officer and others of developments and needs related to the furtherance of the department's community relations goals, as appropriate.

#### 321.5 COMMUNITY AND YOUTH ACTIVITIES AND PROGRAMS

Discretionary **MODIFIED**

The [Chief Probation Officer](#) or the [authorized designee](#) ~~community relations coordinator~~ should organize or assist with programs and activities that create opportunities for department members and community members, especially youth, to interact in a positive setting. Examples of such programs and events include:

- (a) Department-sponsored athletic programs (e.g., baseball, basketball, soccer, bowling).
- (b) Probation-community get-togethers (e.g., cookouts, meals, charity events).
- (c) Youth leadership and life skills mentoring.

#### 321.6 INFORMATION SHARING

Discretionary **MODIFIED**

The [Chief Probation Officer](#) or the [authorized designee](#) ~~community relations coordinator~~ should ~~work with the~~ ~~to~~ develop methods and procedures for the convenient sharing of information (e.g., significant changes in department operations, comments, feedback, positive events) between the Department and community members. Examples of information-sharing methods include:

- (a) Community meetings.
- (b) Social media (see the Department Use of Social Media Policy).
- (c) Department website postings.

Information should be regularly refreshed to inform and engage community members continuously.

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#### 321.7 PROBATION DEPARTMENT OPERATIONS EDUCATION

Discretionary MODIFIED

The ~~community~~ [Chief Probation Officer](#) or the [authorized designee](#) ~~relations coordinator~~ should develop methods to educate community members on general probation department operations so they may understand the work that officers do to keep the community safe. Examples of educational methods include:

- (a) Development and distribution of informational cards/flyers.
- (b) Department website postings.
- (c) Presentations to schools and community organizations.
- (d) Department ride-alongs (see the Ride-Alongs Policy).
- (e) Student internships at the Department.

Instructional information should include direction on how community members should interact with probation officers during enforcement or investigative contacts and how community members can make a complaint to the Department regarding alleged misconduct or inappropriate job performance by department members.

#### 321.8 SAFETY AND OTHER CONSIDERATIONS

Discretionary MODIFIED

Department members responsible for community relations activities should consider the safety of the community participants and, as much as reasonably practicable, should not allow them to be present in any location or situation that would jeopardize their safety.

Department members in charge of community relations events should ensure that participating community members have completed waiver forms before participation, if appropriate. A parent or guardian must complete the waiver form if the participating community member is younger than 18.

Community members are subject to a criminal history check [as determined by the Chief Probation Officer](#) before approval for participation in certain activities, such as student internships.

#### 321.9 TRANSPARENCY

Discretionary

The Department should periodically publish statistical data and analysis regarding the department's operations. The reports should not contain the names of officers, clients, or case numbers. The community relations coordinator should identify information that may increase transparency regarding department operations.

#### 321.10 TRAINING

Discretionary

Subject to available resources, members should receive training related to this policy, including training on topics such as:

- (a) Effective social interaction and communication skills.

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- (b) Cultural, racial, and ethnic diversity and relations.
- (c) Building community partnerships.
- (d) Probation supervision and problem-solving principles.
- (e) Probation actions and their effects on community relations.

Where practicable and appropriate, community members, especially those with relevant expertise, should be involved in the training to provide input from a community perspective.

#### **321.11 ISSUED DATE**

Agency Content

##### **321.11.1 REVISED DATE(S)**

Agency Content

# Compliance Monitoring

## 403.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidelines for monitoring clients.

This policy applies to all officers within the Plumas County Probation Department who monitor clients.

Drug and/or alcohol testing, search and seizure issues, and task force operations are addressed in the Drug and Alcohol Testing, Search and Seizure, and Task Force policies, respectively.

### 403.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Monitoring** - Compliance monitoring includes observation and/or surveillance of clients through available means, including visual, audio, or digital. Monitoring includes but is not limited to conducting field observation, home contacts, office contacts, employment contacts, route checks, telephone checks, field contacts to referral services and programs, location monitoring, social media reviews, or any other type of visual or digital tracking of clients.

## 403.2 POLICY

### Best Practice

It is the policy of this department to fairly and objectively monitor clients in accordance with federal and state law, as well as department policies and procedures.

## 403.3 MONITORING PLAN

### Best Practice

Officers should establish a monitoring plan for each client. The monitoring plan should identify types and frequency of monitoring. Officers should limit monitoring to that which is reasonably necessary to accomplish the intended verification or corroboration.

Officers should consider the following when establishing the monitoring plan:

- (a) The terms of the court order
- (b) The case management plan
- (c) Required or recommended referrals to community-based resources and services
- (d) The results of any risk assessment, including the likelihood of the client to reoffend
- (e) The purpose of the surveillance (e.g., address or employment verification, unauthorized travel check, curfew check, suspected criminal associations)

Officers should not implement any specific form of monitoring or surveillance that is not authorized by the client's supervision, court, judicial officer, or releasing authority order, state

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law, and department procedure. Officers should obtain supervisor approval if modification of the court, judicial officer, or releasing authority order or a warrant reasonably appears necessary.

#### 403.3.1 ADULT SEX OFFENDER REQUIREMENTS

State

The monitoring plan for adult clients assessed with the State Authorized Risk Assessment Tool for Sex Offenders who have a risk level of high shall include continued electronic monitoring, unless the client's court, judicial officer, or releasing authority order specifically provides that such monitoring is not needed, and intensive, specialized probation supervision that includes frequent reporting to the assigned officer (Penal Code § 1202.8; Penal Code § 1203f).

#### 403.3.2 ADULT HOME DETENTION REQUIREMENTS

State

The monitoring plan for adult clients in a home detention program shall be consistent with any requirements of the home detention program and Penal Code § 1203.016 or Penal Code § 1203.017, as applicable.

#### 403.3.3 ADULT POST-RELEASE COMMUNITY SUPERVISION ACT

State

The monitoring plan for persons subject to post-release community supervision should be developed in accordance with this policy and any review process established by the County (Penal Code § 3454).

### 403.4 GUIDELINES FOR MONITORING

Best Practice MODIFIED

When circumstances permit, officers should:

- (a) Obtain approval from a supervisor before conducting any monitoring of clients that is not provided for in the monitoring plan.
- (b) Have at least two officers present when conducting home contacts, work contacts, curfew checks, or any other type of monitoring occurring in the community.
- (c) Obtain prior approval from a supervisor for any monitoring of clients that requires more than two vehicles.

Officers should not conduct surveillance [without the prior approval of a supervisor or](#) with the intent to harass, intimidate, or embarrass.

### 403.5 OFFICER RESPONSIBILITIES

Best Practice

Officers should document all monitoring conducted and observations made as a result.

An officer who is unable to adhere to a monitoring plan of an assigned client should notify a supervisor as soon as reasonably practicable and should request additional resources or an appropriate adjustment to the monitoring plan.

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Changes to a monitoring plan require supervisor approval. Officers should seek supervisory approval for any changes to the monitoring plan, including adjustments based on changes to the case management plan, information learned from on-going monitoring, and alleged or observed client behavior.

#### **403.6 SUPERVISOR RESPONSIBILITIES**

##### **Best Practice**

The Chief Probation Officer or the authorized designee is responsible for:

- (a) Reviewing and approving the monitoring plan developed for each client.
- (b) Reallocating resources and/or approving modifications to monitoring plans as appropriate.
  - 1. If available resources are insufficient to meet statutory or court-ordered monitoring duties, the Chief Probation Officer shall provide written notice to the presiding judge of the superior court and the appropriate local government as provided in Penal Code § 1203.74.
- (c) Identifying approved monitoring techniques and establishing and maintaining procedures for the use of the techniques. Procedures should include:
  - 1. Identification of when the use of a technique is required or prohibited.
  - 2. Any required safety measures.
  - 3. When a warrant or modification to a court order may be required.
- (d) Identifying approved technology, such as digital or video recorders, Global Positioning System (GPS) devices, voice verification/call verification systems, and radio frequency technology. Procedures for approved technology should include:
  - 1. Access control.
  - 2. Oversight.
  - 3. Compliance verification.
  - 4. System audits.

#### **403.7 TECHNOLOGY SYSTEMS**

##### **Best Practice**

Officers should only use technological tools that have been approved by the department and for which they have received training.

Officers should test the technology before using in the field. If the tool malfunctions in the field, a supervisor should be notified and the malfunction documented.

When investigating a possible violation of conditions, an officer should document any reasonably discovered information that may corroborate or dispute evidence obtained using the technology, including any malfunctions.

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#### 403.7.1 ADULT ELECTRONIC MONITORING

##### State

If used to monitor adult clients, electronic monitoring shall be implemented in accordance with Penal Code § 1210.7 et seq. The Chief Probation Officer shall develop written guidelines to identify clients who will be subject to continuous electronic monitoring (Penal Code § 1210.12).

Electronic monitoring may include the use of a GPS with the minimum time intervals between transmission established based on an evaluation of the available department resources, the criminal history of the client, and the safety of the victim of the client (Penal Code § 1210.10).

Any device used for continuous electronic monitoring shall (Penal Code § 1210.8):

- (a) Be designed to be worn by a person.
- (b) Emit a signal as a person is moving or stationary that can be received and tracked across large urban or rural areas, inside or outside of structures, vehicles, or other objects to the greatest degree possible given limitations, size, and cost.
- (c) Function 24 hours a day.
- (d) Be resistant to unintentional or willful damage.

Electronic monitoring devices shall not be used to record or listen to any conversation, except for a conversation between the client and the officer used solely for voice identification (Penal Code § 1210.11).

#### 403.7.2 JUVENILE ELECTRONIC MONITORING

##### Best Practice

If used to monitor juvenile clients, the monitoring should be conducted pursuant to the provisions outlined above for adult electronic monitoring.

#### 403.8 SOCIAL MEDIA MONITORING

##### Best Practice

Using social media or any other internet source to access information for the purpose of monitoring clients shall comply with applicable laws and policies regarding privacy, civil rights, and civil liberties. Information gathered via the internet should only be accessed by members for purposes consistent with the case management plan. Social media monitoring should not be conducted unless it has been incorporated in the monitoring plan of the client or otherwise approved by a supervisor.

Members monitoring social media of clients should use only department-approved equipment while on-duty unless they are specifically authorized to do otherwise by a supervisor. If a member encounters information relevant to the monitoring of clients while off-duty or while using the member's own equipment, the member should note the dates, times, and locations related to the information and report the discovery to a supervisor as soon as practicable. The member, or others who have been assigned to do so, should attempt to replicate the finding when on-duty and using department equipment.

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Information obtained via the internet should not be archived or stored in any manner other than department-established record keeping systems (see the Records Maintenance and Release Policy).

#### 403.8.1 ACCESS RESTRICTIONS

##### **Best Practice**

Information that can be accessed from any department computer, without the need of an account, password, email address, alias, or other identifier (unrestricted websites), may be accessed and used for legitimate monitoring purposes consistent with the monitoring plan for the client.

Accessing information from any internet source that requires the use or creation of an account, password, email address, alias, or other identifier, or the use of nongovernment IP addresses, requires supervisor approval prior to access. The supervisor will review the justification for accessing the information and consult with legal counsel as necessary to identify any policy or legal restrictions. Any such access and the supervisor approval shall be documented in the client's case file.

Accessing information that requires the use of a third party's account or online identifier requires supervisor approval and the consent of the third party. The consent must be voluntary and shall be documented in the client's case file.

Information gathered from any internet source should be evaluated for its validity, authenticity, accuracy, and reliability. Corroborative evidence should be sought and documented in the client's case file.

Any information collected in furtherance of compliance monitoring through an internet source should be documented in the client's case file. Documentation should include the source of information, the dates and times that the information was gathered, and screenshots if available.

#### 403.9 ACCESS RESTRICTIONS

##### **Best Practice**

Recordings or other evidence created or received while conducting monitoring should be processed as provided in the Property Policy.

#### 403.10 TRAINING

##### **Best Practice**

The department should provide periodic training to officers on this policy and related procedures. Training, subject to available resources, should include:

- (a) Use of approved methods of monitoring.
- (b) How and when to use approved technology for monitoring.
- (c) Constitutional issues that may arise during monitoring, including any warrant or court order requirements and privacy issues.
- (d) When coordination with local law enforcement or other agencies is appropriate.

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### **403.11 ISSUED DATE**

Agency Content

#### **403.11.1 REVISED DATE(S)**

Agency Content

# Drug and Alcohol Testing

## 404.1 PURPOSE AND SCOPE

**Best Practice**

This purpose of this policy is to establish guidelines regarding drug and alcohol testing of clients under department supervision.

### 404.1.1 DEFINITIONS

**Best Practice**

Definitions related to this policy include:

**Adulterated specimen** - A specimen containing a substance that is not a normal constituent or containing an endogenous substance at a concentration that is not a normal physiological concentration.

**Diluted specimen** - A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Specimen** - Urine or other body fluid or substance used for analysis.

## 404.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to conduct drug and alcohol testing of clients to determine compliance with any conditions of supervision concerning drug and alcohol use, and when pursuant to other judicial order.

## 404.3 RESPONSIBILITIES

**Best Practice** **MODIFIED**

The Chief Probation Officer or the authorized designee should develop and maintain procedures for the administration of drug and alcohol tests, including but not limited to:

- (a) Criteria for identifying clients subject to random, scheduled, and for cause testing. The criteria should include consideration of:
  - 1. Conditions of supervision.
  - 2. Client factors such as history, current use, and behavior.
  - 3. Drug and alcohol assessments.
  - 4. Risk and needs assessments.
  - 5. Officer observations.
  - 6. Third-party information, where confirmed if necessary.
- (b) Types of unauthorized substances tested.
- (c) Specimen collection and testing procedures, including:
  - 1. Identification of approved testing locations.

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2. Approved testing methods.
  3. Compliance with the department's exposure control plan and any applicable occupational safety requirements (see the Communicable Diseases policy).
  4. Supervision of the client being tested during the collection of a urine specimen by officers or probation assistants of the same sex as the client being tested, or of the same sex with which the client identifies.
  5. Use of approved testing equipment or devices.
  6. Collection of all specimens in an area free of agents or adulterants to avoid cross contamination or dilution of specimens.
  7. Security procedures to prevent tampering with a specimen.
  8. Establishment of methods to verify that the person appearing for testing is the client subject to testing.
  9. Establishment of processes, including time frames, for a client to submit a specimen once a specimen has been requested.
- (d) Procedures for documenting the handling of specimens from the point of collection to disposal (chain of custody).

#### 404.3.1 THIRD-PARTY TESTING

##### **Best Practice**

The Chief Probation Officer or the authorized designee should work with community-based service providers (e.g., drug and/or alcohol treatment facilities) to develop procedures for notifying the supervising officer when a client submits a positive, adulterated, or diluted specimen, or refuses to submit a specimen to the community provider. Those procedures should include but not be limited to:

- (a) The time frame in which the provider must notify the supervising officer (e.g., immediately for high-risk offenders).
- (b) The type of communication required (e.g., email, phone).
- (c) The immediate action taken by the provider in response to the specimen, if any.
- (d) Preservation and documentation of the specimen and test results, confirmation testing, or other actions on the part of the provider; and chain of custody for the specimen and results, including any materials used in the collection and analysis of the specimen.

The Chief Probation Officer should establish any other required minimum data elements that are to be included in drug treatment progress reports from the community-based service providers.

#### 404.3.2 NOTIFICATIONS

##### **State**

The supervising officer shall notify the drug treatment facility of a court order requiring drug testing within seven days of receiving the order (Penal Code § 1210.1). A copy of the client's treatment

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### *Drug and Alcohol Testing*

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progress reports, received from the drug treatment facility, should be provided to the court every 90 days, or as the court directs (Penal Code § 1210.1).

#### **404.4 COLLECTION AND TESTING GENERALLY**

**Best Practice**

Members who have been trained in department procedures for collecting specimens may collect specimens consistent with the client's case management plan, a court order, the random screening protocol, or as otherwise specified in department procedure.

##### **404.4.1 RESPONSIVE ACTION**

**Best Practice** **MODIFIED**

When a client admits to the use of an unauthorized substance, refuses to submit a specimen when required, tests positive for an unauthorized substance, or provides an adulterated or diluted specimen, the supervising officer [upon notification by a probation assistant, another law enforcement officer, or other authorized individual, if applicable](#), should consider whether:

- (a) Confirmation testing is appropriate.
- (b) The failure or refusal may be a violation of the conditions of supervision and take further action pursuant to the Violations Policy.
- (c) With supervisor approval, modification to the conditions of supervision, including referral for further assessment to determine the need for outpatient or inpatient drug treatment services, would be appropriate and proceed pursuant to the Modification of Conditions of Supervision Policy.
- (d) A reassessment would be appropriate as provided in the Risk and Needs Assessments Policy.
- (e) Officers may choose to handle a violation of conditions of supervision in an informal manner, in consideration of each person's individual needs, as long as the action complies with court mandates.

If a client tests positive, admits use, or refuses to provide a sample and the officer reasonably suspects the client arrived at the testing location or intends to leave the testing location by operation of a motor vehicle while impaired, the officer should [contact California Highway Patrol or another law enforcement agency, when appropriate, and](#) proceed according to the Violations Policy. [Officers should be cognizant of the fact that a presumptive positive test and/or admission does not necessarily constitute impairment.](#)

##### **404.4.2 CONFIRMATION TESTS**

**Best Practice** **MODIFIED**

Supervising officers [and probation assistants](#) should perform testing of a client despite an admission of use.

When a specimen tests positive or is adulterated or diluted, regardless of any admission of use, reasonable efforts should be made to confirm whether the result occurred during the use of an

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### *Drug and Alcohol Testing*

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authorized or prescribed medication or is the result of the use of a prohibited substance. This may include:

- (a) Administration of additional on-site screening.
- (b) Verification of medical prescriptions or medical marijuana identification card if use is approved by the court or conditions of the client's supervision.
- (c) Submission of an appropriate specimen, following the established chain of custody, to an approved toxicology laboratory for confirmation testing.

#### **404.5 TRAINING**

Best Practice **MODIFIED**

Officers [and probation assistants](#) should receive training on this policy and related procedures.

#### **404.6 ISSUED DATE**

Agency Content

##### 404.6.1 REVISED DATE(S)

Agency Content

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# Modification of Conditions of Supervision

## 405.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to provide general guidance for the modification of conditions of supervision.

## 405.2 POLICY

**Best Practice**

It is the policy of this department that officers will communicate with the courts and the client to modify conditions of supervision.

## 405.3 APPROVALS

**Best Practice**

Officers should not modify conditions of supervision without court approval unless the court has expressly delegated the authority to do so to the officer or Plumas County Probation Department.

If court approval is not required and the modification would decrease the intensity of supervision, officers should obtain supervisor approval prior to the modification.

## 405.4 MODIFICATIONS

**State**

When an officer determines modification of a client's conditions of supervision may be appropriate, the officer should within a reasonable time:

- Identify the proposed modification and document the reason(s) for the proposed modification.
- Notify the client of the proposed modification and ask whether the client will agree to the modification.
- If the client is a minor, proceed with the Modification Hearing subsection (even if the client agrees to the modification).

An agreement by the client to the modification should be in writing and witnessed by a supervisor and a third-party officer or staff member.

### 405.4.1 MODIFICATION WITHOUT HEARING

**State**

If the client agrees to the modification and the court has expressly authorized modifications without a hearing, the officer should (Penal Code § 1203.2; Penal Code § 3455):

- (a) Obtain a written waiver of the hearing from the client.
- (b) Submit to the court a copy of the modification along with the rationale for the modification and the client's agreement and waiver of hearing.

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### *Modification of Conditions of Supervision*

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Prior to submission of court documents, the officer shall notify the client of the right to an attorney, and if indigent, the right to a court-appointed attorney (Penal Code § 1203.2). If a client waives the right to an attorney, the officer should obtain a signature from the individual on the written waiver. If the client consults with an attorney and thereafter agrees to the modification and waiver of personal appearance at the hearing, the officer should obtain a signature from the attorney as to the agreement (Penal Code § 1203.2; Penal Code § 3455).

#### 405.4.2 MODIFICATION HEARING

**State**

If the client does not waive a court hearing or a hearing is required under the circumstances, the officer should:

- (a) Arrange to have a court date set.
- (b) Prepare or assist in preparing any documents required by the court (Penal Code § 1203.2; Penal Code § 3455; Welfare and Institutions Code § 778).
- (c) Notify the client of the hearing date.
  1. Notice should be in writing signed by the client and the method of notice, or reason why notice was not given, should be documented.
  2. Officers filing a petition to juvenile court to modify or set aside a condition of probation should serve a copy of the petition on the District Attorney, the minor's attorney of record, or, if there is no counsel of record, to minor and the parents or guardians (Welfare and Institutions Code § 778; Welfare and Institutions Code § 776).

#### 405.5 CASE MANAGEMENT PLAN

**Best Practice**

Officers should review any resulting modifications with the client.

The case management plan should be modified as appropriate. See the Supervision of Clients Policy.

#### 405.6 DOCUMENTATION

**Best Practice**

Documents associated with modifications of conditions of supervision, including any waivers and approvals, should be filed in the client's case file and retained in accordance with the Records Maintenance and Release Policy.

#### 405.7 ISSUED DATE

**Agency Content**

##### 405.7.1 REVISED DATE(S)

**Agency Content**

# Violations

## 406.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidance for responding to and reporting violations of conditions of supervision.

## 406.2 POLICY

### Best Practice

It is the policy of this department to respond to potential violation behavior with due diligence.

## 406.3 INVESTIGATIONS

### Best Practice

Officers should begin an investigation into reported or suspected violation behavior within a reasonable time. Investigations into possible violations involving behavior reasonably believed to implicate a specific threat to public safety or to the safety of the client or another person should be given priority.

Suspected violations that may constitute additional criminal behavior should be documented sufficiently for presentation to outside agencies, such as local law enforcement for follow-up or the District Attorney for filing of additional charges. See the Report Preparation Policy.

All investigations should be documented, including whether the case was submitted to the court and/or the District Attorney and any reasons it was not.

## 406.4 PROCESSING VIOLATIONS

### Best Practice

If as a result of an investigation, the officer reasonably believes violation proceedings are appropriate, the officer should make reasonable efforts to bring the matter before the court as soon as reasonably practicable.

### 406.4.1 REQUIRED VIOLATION REPORTING

#### State

Officers shall report any violation or breach of conditions imposed by the court to both the court that appointed the officer and the court that released the client, if different (Penal Code § 1203.7; Penal Code § 1203.12).

Officers who receive written notification that a client has been imprisoned for another offense shall submit a report to the court that released the client not later than 30 days after receiving notification of the imprisonment. Officers who otherwise discover that a client is incarcerated on another offense should make reasonable efforts to notify the releasing court of the information discovered (Penal Code § 1203.2a).

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### Violations

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#### 406.4.2 DISCRETIONARY VIOLATION REPORTING

##### Best Practice

Officers should consult with a supervisor in cases where they reasonably believe that despite violation behavior compliance with conditions may be achieved without court intervention. If modification of conditions is appropriate, officers should proceed in accordance with the Modification of Conditions of Supervision Policy.

Officers who determine that intermediate sanctions are not appropriate for an individual who violated conditions of supervision on post-release community supervision (PRCS) pursuant to Penal Code § 3450 et seq. should submit a petition to the court to revoke or terminate PRCS, if appropriate, or proceed with the Modifications of Conditions of Supervision Policy (Penal Code § 3455).

#### 406.4.3 FLASH INCARCERATION

##### State

Officers shall obtain supervisor approval prior to the imposition of flash incarceration. Officers shall notify the court, sheriff's office, District Attorney, and public defender as soon as practicable once a decision has been made to impose flash incarceration on a client (Penal Code § 1203.35). If a client does not agree to accept a recommended period of flash incarceration, the officer should report the violation to the court, if appropriate, or proceed with the Modification of Conditions of Supervision Policy, if applicable (Penal Code § 1203.35).

#### 406.4.4 ADDITIONAL REQUIREMENTS FOR INDIVIDUALS ON POST-RELEASE COMMUNITY SUPERVISION

##### State MODIFIED

Officers should investigate suspected violation behavior of individuals on PRCS pursuant to Penal Code § 3450 et seq. and process violations per the Investigations and Processing Violations sections of this policy.

Officers who have a reasonable belief that an individual on PRCS has violated a condition of supervision should obtain supervisor approval prior to the implementation of flash incarceration (Penal Code § 3454).

If flash incarceration or another intermediate sanction is not appropriate, the officer should submit a petition to the court to revoke or terminate PRCS, if applicable, or proceed with the Modification of Conditions of Supervision Policy. The petition shall include a written report that contains the terms and conditions of PRCS, the circumstances of the violation, the history of the violator, and any recommendations (Penal Code § 3455). If a petition is submitted to the court, the officer should proceed with the Service of Documents, Notice to the District Attorney, Evidence Disclosure, and Notifications sections in this policy. If an arrest is appropriate, the officer should proceed with the Arrests section of this policy.

See Procedures Manual on Flash Incarceration for further information.

- [Flash Incarceration](#)

## Violations

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### 406.5 ARRESTS

State

Officers who reasonably believe that an arrest is appropriate based on violation behavior should take steps to initiate the arrest (i.e., by contacting local law enforcement, if appropriate under the circumstances; by obtaining an arrest warrant) within the scope of their authority and without unreasonable delay (Penal Code § 1203.2; Penal Code § 3455; Welfare and Institutions Code § 625) (see the Probation Authority policy.)

If an officer has a reasonable belief that an immediate arrest is warranted (e.g., the violation behavior implicates a specific threat (such as an intoxicated client close to operating a vehicle), abscondence is likely, the arrest is required by state law), the officer should initiate a warrantless arrest if legally permitted under the circumstances.

If an arrest warrant is issued for the violation, the officers should request assistance from local law enforcement to serve the warrant, if appropriate.

### 406.6 SERVICE OF DOCUMENTS

State

Regardless of whether an arrest is made, the officer shall serve a copy of any petition filed with the court on the client or the attorney for the client, if known (Penal Code § 1203.2). The officer should also serve a copy of the violation report on the client or the client's attorney, if known.

A copy of the petition to revoke probation and/or violation report should be served personally on the client. If personal service cannot reasonably be made, service should be made by certified mail, return receipt requested.

If an officer reasonably believes that service may pose an unreasonable risk, the officer should request local law enforcement assistance.

#### 406.6.1 NOTICE TO THE DISTRICT ATTORNEY

State

Officers shall provide a copy of the petition to revoke probation to the District Attorney (Penal Code § 1203.2). The copy should be provided as soon as practicable after filing the petition. The method of notification (e.g., personally, by certified mail) and the date should be documented.

#### 406.6.2 EVIDENCE DISCLOSURE

Best Practice MODIFIED

Evidence that the officer intends to be used at a violation hearing should be disclosed prior to the hearing to the District Attorney. Information that is confidential or protected may have disclosure limitations and should be approved by a supervisor and/or the court, [if applicable](#), prior to disclosure.

#### 406.6.3 SUPPLEMENTAL PETITIONS IN JUVENILE COURT

State

# Plumas County Probation Department

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Officers filing a supplemental petition to juvenile court shall serve notice of the date, time, and place of a Welfare and Institutions Code § 777 hearing to the minor's parents, foster parents, guardians, or the relatives providing care to the minor in the manner required by Welfare and Institutions Code § 658 or Welfare and Institutions Code § 660, as applicable (Welfare and Institutions Code § 777).

#### **406.7 NOTIFICATIONS**

##### **Best Practice**

Officers who initiate violation proceedings against clients should consider whether notification should be made to a third party or the victim of the offense for which the client is on supervision. See the Victim and Witness Assistance Policy.

#### **406.8 ISSUED DATE**

##### **Agency Content**

##### **406.8.1 REVISED DATE(S)**

##### **Agency Content**

# Subpoenas and Court Appearances

## 407.1 PURPOSE AND SCOPE

### Best Practice

This policy establishes the guidelines for department members who must appear in court. It will allow the Plumas County Probation Department to cover any related work absences and keep the Department informed about relevant legal matters.

## 407.2 POLICY

### State

Plumas County Probation Department members will respond appropriately to all subpoenas and any other court-ordered appearances.

## 407.3 SUBPOENAS

### State

Only department members authorized to receive a subpoena on behalf of this department or any of its members may do so. This may be accomplished by personal service to the officer or by delivery of two copies of the subpoena to the officer's supervisor or other authorized department agent (Government Code § 68097.1; Penal Code § 1328).

The party that issues a civil subpoena to an officer to testify as a witness must tender the statutory fee of \$275 with the subpoena for each day that an appearance is required before service is accepted of the subpoena (Government Code § 68097.2).

An immediate supervisor or authorized individual may refuse to accept service for a criminal subpoena if (Penal Code § 1328):

- (a) The supervisor or authorized individual will be unable to deliver a copy of the subpoena to the named officer within sufficient time for the named officer to comply with the subpoena.
- (b) It is less than five working days prior to the date listed for an appearance and the supervisor or authorized individual is not reasonably certain that service can be completed.

If, after initially accepting service of a criminal subpoena, a supervisor or other authorized individual determines it is not possible to deliver a copy of the subpoena to the named officer within sufficient time for the named officer to comply with the subpoena, the supervisor or the subpoena clerk shall notify the server or the attorney named on the subpoena of such not less than 48 hours prior to the date listed for the appearance (Penal Code § 1328).

### 407.3.1 SPECIAL NOTIFICATION REQUIREMENTS

#### Best Practice

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### *Subpoenas and Court Appearances*

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Any member who is subpoenaed to testify, agrees to testify, or provides information on behalf or at the request of any party other than the County Counsel or the prosecutor shall notify the member's immediate supervisor without delay regarding:

- (a) Any civil case where the County or one of its members, as a result of their official capacity, is a party.
- (b) Any civil case where any other city, county, state, or federal unit of government or a member of any such unit of government, as a result of their official capacity, is a party.
- (c) Any criminal proceeding where the member is called to testify or provide information on behalf of the defense.
- (d) Any civil action stemming from the member's on-duty activity or because of their association with the Plumas County Probation Department.
- (e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the Plumas County Probation Department.

The supervisor will then notify the Chief Probation Officer and the appropriate prosecuting attorney as may be indicated by the case. The Chief Probation Officer should determine if additional legal support is necessary.

No member shall be retaliated against for testifying in any matter.

#### 407.3.2 CIVIL SUBPOENA

##### **Best Practice**

The Department will compensate members who appear in their official capacities on civil matters arising out of their official duties, as directed by the current collective bargaining agreement or memorandum of understanding.

The Department should seek reimbursement for the member's compensation through the civil attorney of record who subpoenaed the member.

#### 407.3.3 OFF-DUTY RELATED SUBPOENAS

##### **Best Practice**

Members receiving valid subpoenas for off-duty actions not related to their employment or appointment will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

#### 407.4 FAILURE TO APPEAR

##### **Best Practice**

Any member who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were issued by a state administrative agency.

#### 407.5 STANDBY

##### **Best Practice**

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### *Subpoenas and Court Appearances*

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To facilitate standby agreements, members are required to provide and maintain current information on their addresses and contact telephone numbers with the Department.

If a member on standby changes location during the day, the member shall notify the designated department member of how the member can be reached. Members are required to remain on standby until released by the court or the party that issued the subpoena.

#### **407.6 COURTROOM PROTOCOL**

##### **Best Practice**

When appearing in court, members shall:

- (a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.
- (b) Dress in the department uniform or business attire.
- (c) Observe all rules of the court in which they are appearing and remain alert to changes in the assigned courtroom where their matter is to be heard.

##### **407.6.1 TESTIMONY**

##### **Best Practice**

Before the date of testifying, the subpoenaed member shall request a copy of relevant reports and become familiar with the content in order to be prepared for court. The member should also contact the prosecuting attorney regarding testimony and evidence that might be needed in court.

##### **407.6.2 EVIDENCE**

##### **Best Practice**

When a member is directed by a subpoena to appear in court with evidence or the prosecuting attorney requests evidence that is available to the member, that member should:

- (a) Notify the Property and Evidence Section promptly after receiving the subpoena that the specified evidence is needed for court, and verify that the evidence is readily available.
- (b) Verify whether the evidence will be analyzed by the time of the court appearance, if applicable, and advise the prosecutor of any delay.
- (c) Check with the prosecuting attorney on a timely basis if in doubt about what items or materials to bring to court.
- (d) Notify the prosecuting attorney on a timely basis in the event that evidence has been lost, stolen, or misplaced, or if previously undisclosed information about the evidence has become available.
- (e) Comply with provisions of the Property Policy regarding checking out the evidence and transferring custody of the evidence to the prosecutor or the court, whichever is appropriate.

#### **407.7 OVERTIME APPEARANCES**

##### **Best Practice**

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When a member appears in court on off-duty time, the member will be compensated in accordance with the current collective bargaining agreement or memorandum of understanding.

### **407.8 ISSUED DATE**

Agency Content

#### **407.8.1 REVISED DATE(S)**

Agency Content

## Interstate Transfer of Supervision

### 408.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to guide the processing of cases related to the Interstate Compact for Adult Offender Supervision (ICAOS) and ensure the Plumas County Probation Department's compliance with ICAOS.

#### 408.1.1 DEFINITIONS

**Best Practice**

**Compact Administrator** - The individual in each compacting state responsible for the administration and management of the state's supervision and transfer of offenders, subject to the terms of ICAOS, the rules adopted by the Interstate Commission for Adult Offender Supervision, and policies adopted by the State Council.

**Interstate Compact for Adult Offender Supervision (ICAOS)** - A reciprocal agreement among the 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands for the controlled movement and transfer of probation supervision authority across state lines.

**Interstate Compact Offender Tracking System (ICOTS)** - A web-based system that facilitates the transfer of supervision for clients from one state to another. ICOTS includes mechanisms for notifications of departures, arrivals, progress, violations, and case closures.

### 408.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to use ICOTS when planning for and organizing the movement and supervision of clients across state lines. All interstate transfer of supervision activities should comply with the uniform framework of ICAOS.

### 408.3 REQUEST FOR TRANSFER OF SUPERVISION BY A CLIENT

**Best Practice**

When a client requests a transfer of supervision to another state, the officer should:

- Discuss the client's request with the client, including the client's reasoning and the client's supervision plan for compliance in the potential receiving state.
- Review the client's supervision plan to ensure it meets criteria for transfer as specified in ICAOS rules, including any special criteria where applicable (e.g., mandatory transfer, sex offender transfer, emergency transfer).
- Review the client's supervision status, including the client's current compliance status with any past or present conditions of supervision.

### 408.4 TRANSFER, RETAKE, AND CLOSURE OF ICAOS CASES

**Best Practice** **MODIFIED**

# Plumas County Probation Department

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### *Interstate Transfer of Supervision*

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The Plumas County Probation Department should follow the rules set forth by the Interstate Commission for Adult Offender Supervision and the State Council and should cooperate with the state Compact Administrator.

The Plumas County Probation Department should utilize ICOTS as necessary, including for notifications of departures, arrivals, progress, violations, and case closures. [The Plumas County Probation Department may notify local enforcement of modifications in the client's case status.](#)

#### **408.5 RECEIPT OF TRANSFERRED PROBATIONERS**

##### **Best Practice**

Transferred clients received by the Plumas County Probation Department should be given an orientation consistent with the Initial Intake to Probation Services and Orientation Policy.

#### **408.6 TRAINING**

##### **Best Practice**

The Plumas County Probation Department should provide training to officers involved in ICAOS cases.

#### **408.7 ISSUED DATE**

##### **Agency Content**

##### **408.7.1 REVISED DATE(S)**

##### **Agency Content**

# Interstate Transfer of Supervision of Juveniles

## 409.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to guide processing of Compact cases and ensure the Plumas County Probation Department's compliance with the Interstate Compact for Juveniles (ICJ).

### 409.1.1 DEFINITIONS

#### Federal

**Compact Administrator** - The individual in each compacting state responsible for the administration and management of the state's supervision and transfer of offenders, subject to the terms of the ICJ, the rules adopted by the Interstate Commission for Juveniles, and policies adopted by California's ICJ office.

**Interstate Compact for Juveniles (ICJ)** - A reciprocal agreement among the 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands for the controlled movement and transfer of probation supervision authority across state lines for juveniles (4 USC § 112).

**Uniform Nationwide Interstate Tracking for Youth (UNITY)** - A web-based system for tracking interstate juvenile movement.

## 409.2 POLICY

### Best Practice

It is the policy of the Plumas County Probation Department to use UNITY when planning for and organizing the movement and supervision of clients across state lines. All interstate transfer of supervision activities will comply with the uniform framework of ICJ.

## 409.3 REQUEST FOR TRANSFER OF SUPERVISION BY A CLIENT

### Best Practice MODIFIED

When a request for transfer of supervision to another state is made, the officer should:

- Confirm an appropriate legal guardian exists, or is anticipated to exist, in the receiving state.
- Discuss the request with the client and legal guardian(s), including the reasoning and the plan for compliance in the potential receiving state.
- Review the plan to ensure it meets criteria for transfer as specified in ICJ rules, including any special criteria where applicable (e.g., mandatory transfer, juvenile sex offender transfer, expedited transfer).
- Review the client's supervision status, including the client's current compliance status with any past or present conditions of supervision.
- Complete and submit applicable forms required by ICJ rules. [See the following link to ICJ rules.](#)

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### *Interstate Transfer of Supervision of Juveniles*

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#### **409.4 TRANSFER, RETAKE, AND CLOSURE OF ICJ CASES**

##### **Best Practice**

The Plumas County Probation Department should follow the ICJ rules, and will cooperate with the state Compact Administrator.

The Plumas County Probation Department should utilize UNITY as necessary, including for notifications of departures, arrivals, progress, violations, and case closures.

#### **409.5 RECEIPT OF TRANSFERRED CLIENTS**

##### **Best Practice**

Transferred clients received by the Plumas County Probation Department should be given an orientation consistent with the Initial Intake to Probation Services Policy.

#### **409.6 TRAINING**

##### **Best Practice**

The Plumas County Probation Department should provide training to officers involved in ICJ cases.

#### **409.7 ISSUED DATE**

##### **Agency Content**

##### **409.7.1 REVISED DATE(S)**

##### **Agency Content**

# Prison Rape Elimination Act

## 411.1 PURPOSE AND SCOPE

### Federal

This policy provides guidance for compliance with the Prison Rape Elimination Act of 2003 (PREA) and the implementing regulation that establishes standards (PREA Rule) to prevent, detect, and respond to sexual abuse and sexual harassment in Plumas County Probation Department facilities (28 CFR 115.5 et seq.).

### 411.1.1 DEFINITIONS

#### Federal

Definitions related to this policy include:

**Confined individual** - A resident of a community confinement facility, or a detainee in a lockup, owned or operated by the Plumas County Probation Department (28 CFR 115.5).

**Sexual abuse** - Any of the following acts if the confined individual does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (a) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight
- (b) Contact between the mouth and the penis, vulva, or anus
- (c) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument
- (d) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation (28 CFR 115.6)

Sexual abuse also includes abuse by a member of the Department or a contractor, with or without consent of the confined individual, as follows:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight
- Contact between the mouth and the penis, vulva, or anus
- Contact between the mouth and any body part where the department member or contractor has the intent to abuse, arouse, or gratify sexual desire
- Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties, or where the department member or contractor has the intent to abuse, arouse, or gratify sexual desire
- Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties, or where the member or contractor has the intent to abuse, arouse, or gratify sexual desire

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### *Prison Rape Elimination Act*

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- Any attempt, threat, or request by the department member or contractor to engage in the activities described above
- Any display by the department member's or contractor's uncovered genitalia, buttocks, or breast in the presence of a confined individual
- Voyeurism by the department member or contractor

**Sexual harassment** - Repeated and unwelcome sexual advances; requests for sexual favors; verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one confined individual that are directed toward another; repeated verbal comments or gestures of a sexual nature to a confined individual by a member of the Department or contractor, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures (28 CFR 115.6).

#### **411.2 POLICY**

**Federal**

The Plumas County Probation Department has zero tolerance with regard to sexual abuse and sexual harassment in its facilities. This department will take appropriate affirmative measures to protect all confined individuals from sexual abuse and harassment, or retaliation against any person who reports sexual abuse or sexual harassment, or who cooperates with a sexual abuse or sexual harassment investigation, and will promptly, thoroughly, and objectively investigate all allegations of sexual abuse and sexual harassment (28 CFR 115.111; 28 CFR 115.211).

#### **411.3 PREA COORDINATOR**

**Federal**

The Chief Probation Officer shall delegate certain responsibilities to a PREA coordinator. The coordinator shall be an upper-level manager. The coordinator must have sufficient time and authority to develop, implement, and oversee department efforts to comply with PREA standards (28 CFR 115.111; 28 CFR 115.211).

The responsibilities of the PREA coordinator shall include developing and maintaining standards and procedures to comply with the PREA Rule.

##### **411.3.1 CONTRACTS WITH OUTSIDE AGENCIES**

**Federal**

The PREA coordinator shall ensure that any contract for the confinement or detention of confined individuals includes the requirement to adopt and comply with applicable provisions in PREA and the implementing regulations, including the obligation to provide incident-based and aggregated data, as required in 28 CFR 115.287 (28 CFR 115.212).

The PREA coordinator shall implement agreements and/or memorandums of understanding for any outside investigation agencies responsible for sexual abuse investigations that include compliance with the appropriate protocol, appropriately trained investigators, evidence collection practices, forensic medical examination requirements, and an agreement to keep the Plumas

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County Probation Department apprised of the progress of sexual abuse investigations (28 CFR 115.221; 28 CFR 115.271).

#### **411.4 PERSONNEL ISSUES**

**Federal**

##### **411.4.1 DISQUALIFICATION DECISIONS**

**Federal**

Every person who may have confined individual contact as a member or contractor shall, prior to service, undergo a thorough background investigation to verify personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Plumas County Probation Department.

The Plumas County Probation Department shall not hire, promote, assign, or transfer any member or contractor to a position that may allow contact with confined individuals if the member has (28 CFR 115.117; 28 CFR 115.217):

- (a) Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 USC § 1997.
- (b) Been convicted of engaging in or attempting to engage in sexual activity that was facilitated by force, or overt or implied threats of force, or by coercion, or if the victim did not consent or was unable to consent or refuse.
- (c) Been civilly or administratively adjudicated to have engaged in the activity described in paragraph (b) of this subsection.

The department shall ask all candidates who may have contact with confined individuals to disclose any applicable misconduct during written applications or interviews. Material omissions regarding such misconduct, or the provision of materially false information, are grounds for termination.

##### **411.4.2 PREA DISCLOSURE**

**Federal**

Members have a continuing affirmative duty to notify the Chief Probation Officer in writing if they have (28 CFR 115.117; 28 CFR 115.217):

- (a) Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 USC § 1997.
- (b) Been convicted for an offense involving engaging in or attempting to engage in sexual activity facilitated by force, by overt or implied threats of force, or by coercion, or if the victim did not consent or was unable to consent or refuse.
- (c) Been the subject of any civil or administrative adjudication finding that the member engaged in sexual activity facilitated by force, by overt or implied threats of force, or by coercion, or if the victim did not consent or was unable to consent or refuse.

The department shall ask all employees who may have contact with confined individuals to disclose any applicable misconduct during written evaluations or reviews. Material omissions

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regarding such misconduct, or the provision of materially false information, are grounds for termination.

#### 411.4.3 PRESERVATION OF ABILITY TO PROTECT PROBATIONERS

**Federal**

The Department shall not enter into or renew any memorandum of understanding, collective bargaining agreement, or other agreement that limits the department's ability to remove alleged staff sexual abusers from contact with any client pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted (28 CFR 115.266).

#### 411.5 ISSUED DATE

**Agency Content**

##### 411.5.1 REVISED DATE(S)

**Agency Content**

# Bias-Based Supervision

## 412.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidance to Plumas County Probation Department members that affirms the County's commitment to supervision that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in probation activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, and partnerships).

### 412.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Bias-based supervision** - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing supervision services or enforcement of court orders.

## 412.2 POLICY

### Best Practice

The Plumas County Probation Department is committed to providing supervision services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide probation services and to enforce the law and conditions set by the court equally, fairly, objectively, and without discrimination toward any individual or group.

## 412.3 BIAS-BASED SUPERVISION PROHIBITED

### Best Practice

Bias-based supervision is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely, and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns, or specific schemes.

## 412.4 MEMBER RESPONSIBILITIES

### Best Practice MODIFIED

Every member of this department shall perform their duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based supervision to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member. [Members shall follow Federal and State laws and the County of Plumas policies related to discrimination and harassment.](#)

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### *Bias-Based Supervision*

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#### 412.4.1 REASON FOR CONTACT

**Best Practice**

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report), the involved officer should include those facts giving rise to the contact.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

#### 412.5 SUPERVISOR RESPONSIBILITIES

**Best Practice** **MODIFIED**

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the [County Personnel Rules and applicable labor union MOU Personnel -Complaints Policy](#).

- (a) Supervisors should discuss any issues with the involved officer and the officer's supervisor in a timely manner.
  1. Supervisors should document these discussions in the prescribed manner.
- (b) [If applicable](#), Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, ~~( ) data~~, and any other available resource used to document contact between officers, [clients](#), and the public to ensure compliance with this policy.
  1. Supervisors should document these periodic reviews.
  2. Recordings or data that capture a potential instance of bias-based supervision should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors ~~shall~~ **should** take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based supervision.

#### 412.6 ADMINISTRATION

**Best Practice** **MODIFIED**

~~The or authorized designee may review the efforts of the to provide fair and objective supervision and may submit an annual report, including public concerns and complaints, to the . The annual report should not contain any identifying information about any specific complaint, member of the public, or . It should be reviewed by the to identify any changes in training or operations that should be made to improve service. The Chief Probation Officer or the authorized designee should review the efforts of the Department to provide fair and objective supervision. Complaints, including public concerns, should be reviewed by the Chief Probation Officer to identify any changes in training or operations necessary to improve service.~~  
[The Chief Probation Officer or the authorized designee should review the efforts of the Department to provide fair and objective supervision. Complaints, including public concerns, should be reviewed by the Chief Probation Officer to identify any changes in training or operations necessary to improve service.](#)

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### *Bias-Based Supervision*

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#### **412.7 TRAINING**

**Best Practice**

Training on fair and objective supervision and review of this policy should be conducted as directed by the Training Manager.

#### **412.8 ISSUED DATE**

**Agency Content**

##### **412.8.1 REVISED DATE(S)**

**Agency Content**

# Public Recording of Probation Officer Activity

## 510.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidelines for handling situations in which members of the public photograph or audio/video record probation officer actions and other public activities that involve members of this department. In addition, this policy provides guidelines for situations where the recordings may be evidence.

## 510.2 POLICY

### Best Practice

The Plumas County Probation Department recognizes the right of persons to lawfully record members of this department who are performing their official duties. Members of this department will not prohibit or intentionally interfere with such lawful recordings. Any recordings that are deemed to be evidence of a crime or relevant to an investigation will only be collected or seized lawfully by local law enforcement having jurisdiction.

Officers should exercise restraint and should not resort to seeking highly discretionary arrests for offenses such as interference, failure to comply, or disorderly conduct as a means of preventing someone from exercising the right to record members performing their official duties.

## 510.3 RECORDING PROBATION OFFICER ACTIVITY

### Federal

Members of the public who wish to record probation officer activities are limited only in certain aspects.

- (a) Recordings may be made from any public place or any private property where the individual has the legal right to be present.
- (b) Beyond the act of photographing or recording, individuals may not interfere with probation officer activity. Examples of interference include but are not limited to:
  1. Tampering with a witness or suspect.
  2. Inciting others to violate the law.
  3. Being so close to the activity as to present a clear safety hazard to the officers.
  4. Being so close to the activity as to interfere with an officer's effective communication with a client or other individual.
- (c) The individual may not present an undue safety risk to self, to the officer, or to others.

## 510.4 OFFICER RESPONSE

### Best Practice **MODIFIED**

Officers should promptly request that a supervisor respond to the scene whenever it appears that anyone's recording activities may be interfering with an investigation or it is believed that the

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### *Public Recording of Probation Officer Activity*

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recording may be evidence. If practicable, officers should wait for the supervisor to arrive before taking enforcement action or seizing any cameras or recording media.

Whenever practicable, officers or supervisors should give clear and concise warnings to individuals who are conducting themselves in a manner that would cause their recording or behavior to be unlawful. Accompanying the warnings should be clear directions on what an individual can do to be compliant; directions should be specific enough to allow compliance. For example, rather than directing individuals to clear the area, an officer could advise individuals they may continue observing and recording from the sidewalk across the street.

If an arrest or other significant enforcement activity is taken as the result of a recording that interferes with probation officer activity, officers shall document in a report the nature and extent of the interference or other unlawful behavior and the warnings that were issued.

#### **510.5 SUPERVISOR RESPONSIBILITIES**

##### **Best Practice**

A supervisor should respond to the scene when requested or any time the circumstances indicate a likelihood of interference or other unlawful behavior.

The supervisor should review the situation with the officer and:

- (a) Request any additional assistance as needed to ensure a safe environment.
- (b) Take a lead role in communicating with individuals who are observing or recording regarding any appropriate limitations on their location or behavior. When practicable, the encounter should be recorded.
- (c) When practicable, allow adequate time for individuals to respond to requests for a change of location or behavior.
- (d) Ensure that any enforcement, seizure, or other actions are constitutional and consistent with this policy and state law.
- (e) Explain alternatives for individuals who wish to express concern about the conduct of department members, such as how and where to file a complaint.

#### **510.6 SEIZING RECORDINGS AS EVIDENCE**

##### **Federal**

Officers should not seize recording devices or media unless (42 USC § 2000aa):

- (a) There is probable cause to believe the person recording has committed or is committing a crime to which the recording relates, and the recording is reasonably necessary for prosecution of the person.
  1. Absent exigency or consent, a warrant should be sought before seizing or viewing such recordings. Reasonable steps may be taken to prevent erasure of the recording.
- (b) There is reason to believe that the immediate seizure of such recordings is necessary to prevent serious bodily injury or death of any person.

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- (c) The person consents.
  - 1. To ensure that the consent is voluntary, the request should not be made in a threatening or coercive manner.
  - 2. If the original recording is provided, a copy of the recording should be provided to the recording party, if practicable. The recording party should be permitted to be present while the copy is being made, if feasible. Another way to obtain the evidence is to transmit a copy of the recording from a device to a department-owned device.

Recording devices and media that are seized will be submitted within the guidelines of the Property Policy.

#### **510.7 ISSUED DATE**

**Agency Content**

##### **510.7.1 REVISED DATE(S)**

**Agency Content**

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# Medical Aid and Response

## 511.1 PURPOSE AND SCOPE

### Best Practice

This policy recognizes that members may encounter persons in need of medical aid and establishes an appropriate response to such situations.

## 511.2 POLICY

### Best Practice

It is the policy of the Plumas County Probation Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

## 511.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

### Best Practice

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR, use of an automated external defibrillator (AED)) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should request response by Emergency Medical Services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Members should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the member should provide information for relay to EMS personnel in order to enable an appropriate response, including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
  1. Signs and symptoms as observed by the member.
  2. Changes in apparent condition.
  3. Number of patients, sex, and age, if known.
  4. Whether the person is conscious, breathing and alert, or is believed to have consumed drugs or alcohol.
  5. Whether the person is showing signs or symptoms of excited delirium or other agitated chaotic behavior.

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### *Medical Aid and Response*

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Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Members should not direct EMS personnel whether to transport the person for treatment.

#### **511.4 TRANSPORTING ILL AND INJURED PERSONS**

**Best Practice**

Except in exceptional cases where alternatives are not reasonably available, members should not transport persons who are unconscious, who have serious injuries, or who may be seriously ill. EMS personnel should be called to handle patient transportation.

Officers should search any person who is in custody before releasing that person to EMS for transport.

An officer should accompany any person in custody during transport in an ambulance when requested by EMS personnel, when it reasonably appears necessary to provide security, when it is necessary for investigative purposes, or when so directed by a supervisor.

Members should not provide emergency escort for medical transport or civilian vehicles.

#### **511.5 PERSONS REFUSING EMS CARE**

**Best Practice** **MODIFIED**

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive medical care or be transported.

Upon request **However**, members may assist EMS personnel when EMS personnel determine the person lacks the mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should consider proceeding with a 72-hour treatment and evaluation commitment (5150 commitment) process in accordance with the Civil Commitments Policy.

If an officer believes that a person who is in custody requires EMS care and the person refuses, the officer should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

If the person still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

##### **511.5.1 SICK OR INJURED ARRESTEE**

**Best Practice**

# Plumas County Probation Department

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If an arrestee appears ill or injured, or claims illness or injury, the arrestee should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance. Officers shall not transport an arrestee to a hospital without a supervisor's approval.

#### **511.6 MEDICAL ATTENTION RELATED TO USE OF FORCE**

##### **Best Practice**

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Use of Force, Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies.

#### **511.7 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE**

##### **State**

A member may use an AED only after receiving appropriate training from an approved public safety first aid and CPR course (22 CCR 100014; 22 CCR 100017; 22 CCR 100018).

##### **511.7.1 AED REPORTING**

##### **Discretionary**

Any member using an AED will complete an incident report detailing its use.

#### **511.8 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION**

##### **State**

Members may administer opioid overdose medication in accordance with protocol specified by the licensed health care provider who prescribed the overdose medication for use by the member and (Civil Code § 1714.22; 22 CCR 100019):

- (a) When trained and tested to demonstrate competence following initial instruction.
- (b) When authorized by the medical director of the Local Emergency Management Service Agency.

##### **511.8.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES**

##### **Best Practice**

Members who are qualified to administer opioid overdose medication, such as naloxone, should handle, store, and administer the medication consistent with their training. Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any expired medication or unserviceable administration equipment should be removed from service and given to the Training Manager.

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### *Medical Aid and Response*

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Any member who administers an opioid overdose medication should request response by EMS as soon as possible.

#### 511.8.2 OPIOID OVERDOSE MEDICATION REPORTING

**Best Practice** **MODIFIED**

Any member administering opioid overdose medication should detail its use in an appropriate report.

The Training Manager will ensure that ~~the -is provided enough information to meet~~ [all](#) applicable state reporting requirements [are met](#).

#### 511.8.3 OPIOID OVERDOSE MEDICATION TRAINING

**State**

The Training Manager should ensure initial and refresher training is provided to members authorized to administer opioid overdose medication.

Training should be coordinated with the local health department and comply with applicable standards.

#### 511.9 ISSUED DATE

**Agency Content**

##### 511.9.1 REVISED DATE(S)

**Agency Content**

# Suspicious Activity Reporting

## 512.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for reporting and investigating suspicious and criminal activity.

### 512.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

**Involved party** - An individual who has been observed engaging in suspicious activity, as defined in this policy, when no definitive criminal activity can be identified, thus precluding the person's identification as a suspect.

**Suspicious activity** - Any reported or observed activity that a member reasonably believes may have a nexus to any criminal act or attempted criminal act, or to foreign or domestic terrorism. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability should not be considered as factors that create suspicion (although these factors may be used as specific suspect descriptions). Examples of suspicious activity may include but are not limited to:

- Suspected pre-operational surveillance or intelligence gathering (e.g., photographing security features, asking questions about sensitive security-related subjects).
- Tests of security measures and response to incidents (e.g., "dry run," creating false alarms, attempts to enter secure areas without authorization).
- Suspicious purchases (e.g., purchasing large quantities of otherwise legal items, such as fertilizer, that could be used to create an explosive or other dangerous device).
- An individual in possession of such things as a hoax explosive or dispersal device, sensitive materials (e.g., passwords, access codes, classified government information), or coded or ciphered literature or correspondence.

**Suspicious Activity Report (SAR)** - An incident report used to document suspicious activity.

## 512.2 POLICY

Best Practice

The Plumas County Probation Department recognizes the need to protect the public from criminal conduct and acts of terrorism and shall lawfully collect, maintain, and disseminate information regarding suspicious activities, while safeguarding civil liberties and privacy protections.

## 512.3 RESPONSIBILITIES

Best Practice **MODIFIED**

The Chief Probation Officer should appoint authorized designees to manage SAR activities. Authorized designees should include supervisors responsible for department participation in criminal intelligence systems as outlined in the Protected Information Policy.

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### *Suspicious Activity Reporting*

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The responsibilities of the [members](#) - include but are not limited to:

- (a) ~~Remaining familiar with those databases available to the that would facilitate the purpose of this policy.~~
- (b) ~~Maintaining adequate training in the area of intelligence gathering to ensure no information is being maintained that would violate the law or civil rights of any individual.~~
- (c) Ensuring a process is available that would allow members to report relevant information. The process should be designed to promote efficient and quick reporting, and should not be cumbersome, duplicative, or complicated.
- (d) Ensuring that members are made aware of the purpose and value of documenting information regarding suspicious activity, as well as the databases and other information resources that are available to the Department.
- (e) Ensuring that SAR information is appropriately disseminated to members in accordance with their job responsibilities.
- (f) Coordinating investigative follow-up, if appropriate.
- (g) Coordinating with local law enforcement, any other appropriate agency, or fusion center.
- (h) Ensuring that, as resources are available, the Department conducts outreach that is designed to encourage community members to report suspicious activity and outlines what they should look for and how they should report it (e.g., website, ~~public service announcements~~).

#### **512.4 REPORTING AND INVESTIGATION**

**Best Practice** **MODIFIED**

Any department member receiving information regarding suspicious activity should take any necessary immediate and appropriate action, ~~including a request for tactical response or immediate notification of specialized entities, when applicable.~~ Any non-sworn member who receives such information should ensure that it is passed on to an officer in a timely manner.

If the suspicious activity is not directly related to a reportable crime, the member should prepare a SAR, [or incident report](#), and include information about the involved parties and the circumstances of the incident. If during any investigation an officer becomes aware of suspicious activity that is unrelated to the current investigation, the information should be documented separately in a SAR, [or incident report](#), and not included in the original incident report. The report number of the original incident should be included in the SAR as a cross-reference. A SAR should be processed as any other incident report.

[Members should be careful not to interfere with any law enforcement agency investigation and should report new crimes/suspicious activity to the law enforcement agency having primary investigative jurisdiction. as soon as practicable.](#)

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### *Suspicious Activity Reporting*

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#### **512.5 HANDLING INFORMATION**

**Best Practice** **MODIFIED**

The [involved members](#) will forward copies of SARs, in a timely manner, to:

- The Chief Probation Officer or authorized designee.
- Any supervising officer.
- Local law enforcement.
- Other authorized designees.

#### **512.6 ISSUED DATE**

**Agency Content**

##### **512.6.1 REVISED DATE(S)**

**Agency Content**

## Department-Owned and Personal Property

### 600.1 PURPOSE AND SCOPE

Discretionary **MODIFIED**

This policy addresses the care of department-owned property and the role of the Department when personal property, the property of another person or entity, or department-owned property is damaged or lost.

### 600.2 POLICY

Discretionary

The Plumas County Probation Department will ensure that members are issued appropriate property and equipment necessary for the member's job function. The Department will take steps to minimize the cost associated with maintaining department property, including personal property authorized for use in the member's duties.

### 600.3 DEPARTMENT/AGENCY-ISSUED PROPERTY

Discretionary

The Chief Probation Officer or the designee should document all property and equipment issued by the Department in the appropriate file at the time of issuance. Receipt of issued items shall be acknowledged by the receiving member's signature. Upon separation from the Department, all issued property and equipment shall be returned. Documentation of the return shall be acknowledged by the signature of a supervisor.

#### 600.3.1 MEMBER RESPONSIBILITIES

Discretionary **MODIFIED**

Members shall be responsible for the safekeeping, serviceable condition, proper care, proper use, and replacement of department property that has been assigned or entrusted to them.

- (a) Members shall promptly report, through their chain of command, any loss, damage to, or unserviceable condition of any department-issued property or equipment.
- (b) The use of damaged or unserviceable property should be discontinued as soon as practicable, and the item replaced with a comparable item as soon as available.
- (c) Except when otherwise directed by a Supervisor or when exigent circumstances exist, department-issued property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) Department-issued property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without prior approval.
- (e) Members should obtain a Supervisor's approval before any attempt to repair damaged or unserviceable property, unless the repair is of a minor or temporary nature.

### 600.4 PERSONAL PROPERTY

Discretionary **MODIFIED**

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### *Department-Owned and Personal Property*

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Carrying and/or using personal property or equipment on-duty requires prior written approval by the Chief Probation Officer or appropriate Supervisor. The member should submit a request that includes a description of the property and the reason and length of time it will be used. Personal property of the type routinely carried by persons who are not performing law enforcement duties, and that is not a weapon, is excluded from this requirement.

The Department will not replace or repair items (e.g., jewelry, expensive watches) that are not reasonably required as part of work.

#### 600.4.1 FILING CLAIMS FOR PERSONAL PROPERTY

Discretionary MODIFIED

A member requesting reimbursement for damage to, or loss of, personal property must submit the request in writing to the member's immediate Supervisor. The Supervisor may require a separate written report.

Upon review by the Supervisor and a finding that no misconduct or negligence was involved, repair or replacement may be recommended by the Chief Probation Officer, who will then forward the claim to the County department responsible for issuing payments.

#### 600.5 SUPERVISOR RESPONSIBILITIES

Discretionary MODIFIED

The Supervisor receiving a report that property, including personal property authorized for use, has been damaged should conduct an investigation and direct a memo to the appropriate Supervisor. The memo should include the result of the investigation and whether reasonable care was taken to prevent the loss, damage, or unserviceable condition.

Cases where the Supervisor has reason to believe that misconduct or negligence was involved in the loss, damage, or unserviceable condition of property should be handled in accordance with the Standards of Conduct and Personnel Complaints policies.

#### 600.6 DAMAGE TO PROPERTY OF ANOTHER PERSON OR ENTITY

Discretionary

A member who intentionally or unintentionally damages or causes to be damaged the real or personal property of another person or entity while performing any probation function shall promptly report the damage through the chain of command.

##### 600.6.1 DAMAGE BY PERSONNEL OF ANOTHER AGENCY

Discretionary MODIFIED

Personnel from another agency may intentionally or unintentionally cause damage to the real or personal property of the Plumas County Probation Department or of another person while performing their duties within the jurisdiction of this department. The department member present or the member responsible for the property is responsible to report the damage as follows:

- (a) A verbal report shall be made to the member's immediate Supervisor as soon as circumstances permit.

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## *Department-Owned and Personal Property*

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- (b) A written report shall be submitted before the member goes off-duty or as otherwise directed by the Supervisor.

### **600.7 ISSUED DATE**

**Agency Content**

#### **600.7.1 REVISED DATE(S)**

**Agency Content**

# Personal Communication Devices

## 601.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to establish guidelines for the use of mobile telephones and communication devices, whether issued or funded by the Department or personally owned, while on-duty or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless-capable tablets, and similar wireless two-way communications and/or portable internet-access devices. PCD use includes but is not limited to placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games, and accessing sites or services on the internet.

## 601.2 POLICY

### Best Practice

The Plumas County Probation Department allows members to utilize department-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used while on-duty, or used off-duty in any manner reasonably related to the business of the Department, will be subject to monitoring and inspection consistent with the standards set forth in this policy.

The inappropriate use of a PCD while on-duty may impair officer safety. Additionally, members are advised and cautioned that the use of a personally owned PCD either on-duty or after duty hours for business-related purposes may subject the member and the member's PCD records to civil or criminal discovery or disclosure under the California Public Records Act (CPRA) (Government Code § 7920.000 et seq.).

Members who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from supervisory staff.

## 601.3 PRIVACY EXPECTATION

### Best Practice

Members forfeit any expectation of privacy with regard to any communication accessed, transmitted, received, or reviewed on any PCD issued or funded by the Department and shall have no expectation of privacy in their location should the device be equipped with location-detection capabilities (see the Information Technology Use Policy for additional guidance).

### 601.3.1 CALIFORNIA ELECTRONIC COMMUNICATIONS PRIVACY ACT

#### State

No member is authorized to be the sole possessor of a department-issued PCD. Department-issued PCDs can be retrieved, reassigned, accessed, or used by any member as directed by a

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### *Personal Communication Devices*

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supervisor without notice. Member use of a department-issued PCD and use of a personal PCD at work or for work-related business constitutes specific consent for access for department purposes. Prior to conducting an administrative search of a PCD, supervisors should consult legal counsel to ensure access is consistent with the California Electronic Communications Privacy Act (Penal Code § 1546; Penal Code § 1546.1).

#### **601.4 DEPARTMENT/AGENCY-ISSUED PCD**

**Best Practice**

Depending on a member's assignment and the needs of the position, the Department may, at its discretion, issue or fund a PCD for the member's use to facilitate on-duty performance. Department-issued or funded PCDs may not be used for personal business either on- or off-duty unless authorized by the Chief Probation Officer or the authorized designee. Such devices and the associated telephone number, if any, shall remain the sole property of the Department and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause.

Unless a member is expressly authorized by the Chief Probation Officer or the authorized designee for off-duty use of the PCD, the PCD will be either secured in the workplace at the completion of the tour of duty or turned off when leaving the workplace.

#### **601.5 PERSONALLY OWNED PCD**

**Discretionary** **MODIFIED**

Members may carry a personally owned PCD while on-duty, subject to the following conditions and limitations:

- (a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.
- (b) The Department accepts no responsibility for loss of or damage to a personally owned PCD.
- (c) The PCD and any associated services shall be purchased, used, and maintained solely at the member's expense.
- (d) The device should not be used for work-related purposes except in exigent circumstances (e.g., unavailability of department communications). Members will have a reduced expectation of privacy when using a personally owned PCD in the workplace and have no expectation of privacy regarding any department business-related communication.
  1. Members may use personally owned PCDs on-duty for routine administrative work ([e.g. client or case information](#)) as authorized by the Chief Probation Officer.
- (e) The device shall not be utilized to record or disclose any department business-related information, including photographs, video, or the recording or transmittal of any information or material obtained or made accessible as a result of employment

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### Personal Communication Devices

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or appointment with the Department, without the express authorization of the Chief Probation Officer or the authorized designee.

- (f) Use of a personally owned PCD while at work or for work-related business constitutes consent for the Department to access the PCD to inspect and copy data to meet the needs of the Department, which may include litigation, CPRA retention and release obligations, and internal investigations. If the PCD is carried on-duty, members will provide the Department with the telephone number of the device.
- (g) All work-related documents, emails, photographs, recordings, or other public records created or received on a member's personally owned PCD should be transferred to the Plumas County Probation Department and deleted from the member's PCD or associated storage applications as soon as reasonably practicable but no later than the end of the member's shift.

Except with prior express authorization from their supervisors, members are not obligated or required to carry, access, monitor, or respond to electronic communications using a personally owned PCD while off-duty. If a member is in an authorized status that allows for appropriate compensation consistent with policy or existing collective bargaining agreements, or if the member has prior express authorization from a supervisor, the member may engage in department business-related communications. Should members engage in such approved off-duty communications or work, members entitled to compensation shall promptly document the time worked and communicate the information to their supervisors to ensure appropriate compensation. Members who independently document off-duty department-related business activities in any manner shall promptly provide the Department with a copy of such records to ensure accurate record keeping.

#### 601.6 USE OF PCD

Best Practice **MODIFIED**

The following protocols shall apply to all PCDs that are carried while on-duty or used to conduct department business:

- (a) ~~A PCD shall not be carried in a manner that allows it to be visible while in uniform, unless it is in an approved carrier.~~
- (b) ~~All PCDs in the workplace shall be set to silent or vibrate mode.~~
- (c) A PCD may not be used to conduct personal business while on-duty, except for brief personal communications (e.g., informing family of extended hours). Members shall endeavor to limit their use of personal PCDs to authorized break times, unless an emergency exists. Members should not discuss case information over personal PCDs.
- (d) Members may use a PCD to communicate with other personnel in situations where the use of radio communications is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular radio communications.
- (e) Members are prohibited from taking pictures, audio or video recordings, or making copies of any such picture or recorded media unless it is directly related to official

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### *Personal Communication Devices*

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department business. Disclosure of any such information to any third party through any means, without the express authorization of the Chief Probation Officer or the authorized designee, may result in discipline.

- (f) Members will not access social networking sites for any purpose that is not official department business.
- (g) Using PCDs to harass, threaten, coerce, or otherwise engage in inappropriate conduct with any third party is prohibited. Any member having knowledge of such conduct shall promptly notify a supervisor.

#### **601.7 SUPERVISOR RESPONSIBILITIES**

##### **Best Practice**

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring that members under their command are provided appropriate training on the use of PCDs consistent with this policy.
- (b) Monitoring, to the extent practicable, PCD use in the workplace and taking prompt corrective action if a member is observed or reported to be improperly using a PCD.
  - 1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
  - 2. Before conducting any administrative search of a member's personally owned device, supervisors should consult with the Chief Probation Officer or the authorized designee.

#### **601.8 OFFICIAL USE**

##### **Best Practice**

Members are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while using PCDs to ensure that sensitive information is not inadvertently transmitted. As soon as reasonably possible, members shall conduct sensitive or private communications on a land-based or other department communications network.

#### **601.9 USE WHILE DRIVING**

##### **State**

The use of a PCD while driving can adversely affect safety, cause unnecessary distractions, and present a negative image to the public. Officers operating emergency vehicles should restrict the use of these devices to matters of an urgent nature and should, where practicable, stop the vehicle at an appropriate location to use the PCD.

Except in an emergency, members who are operating department vehicles that are not authorized emergency vehicles shall not use a PCD while driving unless the device is specifically designed and configured to allow hands-free use. Hands-free use should be restricted to business-related calls or calls of an urgent nature (Vehicle Code § 23123; Vehicle Code § 23123.5).

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## *Personal Communication Devices*

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### **601.10 ISSUED DATE**

Agency Content

#### **601.10.1 REVISED DATE(S)**

Agency Content

# Personal Protective Equipment

## 603.1 PURPOSE AND SCOPE

### Best Practice

This policy identifies the different types of personal protective equipment (PPE) provided by the Department as well as the requirements and guidelines for the use of PPE.

This policy does not address ballistic vests or protection from communicable disease, as those issues are addressed in the Body Armor and Communicable Diseases policies.

### 603.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Disposable particulate mask** - A class of disposable respirators approved by the Food and Drug Administration (FDA) and the National Institute for Occupational Safety and Health (NIOSH) as suitable for use where fluid or particulate resistance is a priority. Examples are N95 and N100 masks.

**Personal protective equipment (PPE)** - Equipment that protects a person from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

**Respiratory PPE** - Any device that is worn by the user to protect from exposure to atmospheres where there is smoke, low levels of oxygen, high levels of carbon monoxide, or the presence of toxic gases or other respiratory hazards. For purposes of this policy, respiratory PPE does not include particulate-filtering masks such as N95 or N100 masks.

## 603.2 POLICY

### Best Practice

The Plumas County Probation Department endeavors to protect members by supplying certain PPE to members as provided in this policy.

## 603.3 OFFICER RESPONSIBILITIES

### Best Practice MODIFIED

Members are required to use PPE as provided in this policy and pursuant to their training.

Members are responsible for proper maintenance and storage of issued PPE. PPE should be stored in an appropriate location so that it is available when needed.

Any member who identifies hazards in the workplace is encouraged to utilize the procedures in the Illness and Injury Prevention Policy to recommend new or improved PPE or additional needs for PPE.

## 603.4 HEARING PROTECTION

### State MODIFIED

# Plumas County Probation Department

## Probation Manual

### *Personal Protective Equipment*

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Approved hearing protection shall be used by members during firearms training, [if applicable](#).

Hearing protection shall meet or exceed the requirements provided in 8 CCR 5098.

#### **603.5 EYE PROTECTION**

**State**

Approved eye protection, including side protection, shall be used by members during firearms training or during situations in which eye protection may be warranted (e.g., cleaning areas where bloodborne pathogens were spilled, urine sample collections with clients). Eye protection for members who wear prescription lenses shall incorporate the prescription (e.g., eye protection that can be worn over prescription lenses). Members shall ensure their eye protection does not interfere with the fit of their hearing protection.

The Supervisor or the authorized designee shall ensure eye protection meets or exceeds the requirements provided in 8 CCR 3382.

#### **603.6 RESPIRATORY PROTECTION**

**State**

The Chief Probation Officer or the authorized designee is responsible for ensuring a respiratory protection plan is developed and maintained by a trained and qualified member. The plan shall include procedures for (8 CCR 5144):

- (a) Selecting appropriate respiratory PPE based on hazards and risks associated with functions or positions.
- (b) Fit testing, including identification of members or contractors qualified to conduct fit testing.
- (c) Medical evaluations.
- (d) PPE inventory control.
- (e) PPE issuance and replacement.
- (f) Cleaning, disinfecting, storing, inspecting, repairing, discarding, and otherwise maintaining respiratory PPE, including schedules for these activities.
- (g) Regularly reviewing the PPE plan.
- (h) Remaining current with applicable National Institute for Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Environmental Protective Agency (EPA), and state PPE standards and guidelines.

##### **603.6.1 RESPIRATORY PROTECTION USE**

**State**

Disposable particulate masks should only be used to protect the member from particulate contaminants and are not suitable in an oxygen-deficient atmosphere or where an unsafe level of gases or fumes exists. See also the Communicable Diseases Policy.

# Plumas County Probation Department

## Probation Manual

### *Personal Protective Equipment*

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Designated members may be issued respiratory PPE based on the member's assignment (e.g., narcotics task force).

Respiratory PPE may be worn when authorized by a scene commander who will determine the type and level of protection appropriate at a scene based upon an evaluation of the hazards present.

Scene commanders are responsible for monitoring members using respiratory PPE and their degree of exposure or stress. When there is a change in work area conditions or when a member's degree of exposure or stress may affect respirator effectiveness, the scene commander shall reevaluate the continued effectiveness of the respirator and direct the member to leave the respirator use area when the scene commander reasonably believes (8 CCR 5144):

- (a) The member's face and respirator facepiece need to be washed to prevent eye or skin irritation associated with respirator use.
- (b) The member detects vapor or gas breakthrough, a change in breathing resistance, or leakage of the facepiece.
- (c) The member needs to replace the respirator, filter, cartridge, or canister.

#### 603.6.2 MEMBER RESPONSIBILITIES FOR RESPIRATORY PROTECTION

**State**

Members shall not use self-contained breathing apparatus (SCBA), full-face respirators, or cartridge respirators unless they have completed training requirements for the equipment.

Members exposed to environments that are reasonably known to be harmful due to gases, smoke, or vapors shall use respiratory PPE.

Members using respiratory PPE shall (8 CCR 5144):

- (a) Ensure that they have no facial hair between the sealing surface of the facepiece and the face that could interfere with the seal or the valve function. Members also shall ensure that they have no other condition that will interfere with the face-to-facepiece seal or the valve function.
- (b) Not wear corrective glasses, goggles, or other PPE that interferes with the seal of the facepiece to the face, or that has not been previously tested for use with that respiratory equipment.
- (c) Perform a user seal check per department-approved procedures recommended by the respirator manufacturer each time they put on a tight-fitting respirator.
- (d) Leave a respiratory use area whenever they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of their facepiece and ensure that the respirator is replaced or repaired before returning to the affected area.

#### 603.6.3 RESPIRATOR FIT TESTING

**State**

No member shall be issued respiratory PPE until proper fit testing has been completed by a designated member or contractor (8 CCR 5144).

# Plumas County Probation Department

## Probation Manual

### *Personal Protective Equipment*

---

After initial testing, fit testing for respiratory PPE shall be repeated (8 CCR 5144):

- (a) At least once every 12 months.
- (b) Whenever there are changes in the type of SCBA or facepiece used.
- (c) Whenever there are significant physical changes in the user (e.g., obvious change in body weight, scarring of the face seal area, dental changes, cosmetic surgery, or any other condition that may affect the fit of the facepiece seal).

All respirator fit testing shall be conducted in negative-pressure mode.

#### 603.6.4 RESPIRATORY MEDICAL EVALUATION QUESTIONNAIRE

**State**

No member shall be issued respiratory protection that forms a complete seal around the face until (8 CCR 5144):

- (a) The member has completed a medical evaluation that includes a medical evaluation questionnaire.
- (b) A physician or other licensed health care professional has reviewed the questionnaire.
- (c) The member has completed any physical examination recommended by the reviewing physician or health care professional.

#### 603.7 RECORDS

**State**

The Training Manager is responsible for maintaining records of all:

- (a) PPE training.
- (b) Initial fit testing for respiratory protection equipment.
- (c) Annual fit testing.
- (d) Respiratory medical evaluation questionnaires and any subsequent physical examination.

1. These records shall be maintained in a separate confidential medical file.

The records shall be maintained in accordance with the Department records retention schedule and 8 CCR 5144.

#### 603.8 TRAINING

**State**

Members should be trained in the respiratory and other hazards to which they may be potentially exposed during routine and emergency situations.

All members shall be trained in the proper use and maintenance of PPE issued to them, including when the use is appropriate; how to put on, remove and adjust PPE; how to care for the PPE; and the limitations (8 CCR 3380).

# Plumas County Probation Department

## Probation Manual

### *Personal Protective Equipment*

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Members issued respiratory PPE shall attend annual training on the proper use of respiratory protection devices (8 CCR 5144).

#### **603.9 ISSUED DATE**

Agency Content

#### **603.9.1 REVISED DATE(S)**

Agency Content

## Body Armor

### 604.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to provide officers with guidelines for the proper use of body armor.

### 604.2 POLICY

**Best Practice**

It is the policy of the Plumas County Probation Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

### 604.3 ISSUANCE

**Best Practice**

The Supervisor or the authorized designee shall ensure that body armor is issued to all officers and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice.

Body armor shall be issued when an officer begins service at the Plumas County Probation Department and shall be replaced when the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.

The Chief Probation Officer may authorize issuing body armor to uniformed, non-sworn members whose jobs may make wearing of body armor advisable.

#### 604.3.1 USE

**Best Practice**

Generally, the required use of body armor is subject to the following:

- (a) Members shall only wear department-approved body armor.
- (b) Members shall wear body armor any time they are in a situation where they could reasonably be expected to take enforcement action, including but not limited to when they are participating in field supervision activities.
- (c) Members shall wear body armor when working in uniform or taking part in department range training.
- (d) Members are not required to wear body armor when they are functioning primarily in an administrative or support capacity and would not reasonably be expected to take enforcement action.
- (e) Officers may be excused from wearing body armor when they are involved in undercover or plainclothes work that their supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.

# Plumas County Probation Department

## Probation Manual

### Body Armor

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1. In those instances when body armor is not worn, officers should have reasonable access to their body armor.

#### 604.3.2 INSPECTION

**Best Practice**

Supervisors should ensure through routine observation and periodic documented inspections that body armor is worn and maintained in accordance with this policy.

Annual inspections of body armor should be conducted by a person trained to perform the inspection for fit, cleanliness, and signs of damage, abuse, and wear.

#### 604.3.3 CARE AND MAINTENANCE

**Best Practice**

The required care and maintenance of body armor is subject to the following:

- (a) Members are responsible for inspecting their body armor for signs of damage, wear, and cleanliness at the start of each shift.
  1. Unserviceable body armor shall be reported to the supervisor.
- (b) Members are responsible for the proper storage of their body armor.
  1. Body armor should not be stored for an extended period of time in an area where environmental conditions (e.g., temperature, light, humidity) could potentially degrade its effectiveness.
- (c) Members are responsible for the care and cleaning of their body armor pursuant to the manufacturer's care instructions.
  1. Body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer.
  2. Failure to follow manufacturer's care instructions may damage the ballistic performance capabilities of the body armor. If care instructions for the body armor cannot be located, the manufacturer should be contacted to request the instructions.
- (d) Body armor should be replaced in accordance with the manufacturer's recommended replacement schedule, or when its effectiveness or functionality has been compromised.

#### 604.4 RANGEMASTER RESPONSIBILITIES

**Best Practice** **MODIFIED**

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

- ~~(a) Monitoring technological advances in the body armor industry for any appropriate changes to approved body armor.~~
- ~~(b) Assessing the level of weapons and ammunition currently utilized by the public and the suitability of approved body armor to protect against those threats.~~
- ~~(c) Educating about the safety benefits of wearing body armor.~~

# Plumas County Probation Department

Probation Manual

## *Body Armor*

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### **604.5 ISSUED DATE**

Agency Content

#### **604.5.1 REVISED DATE(S)**

Agency Content

# Communicable Diseases

## 809.1 PURPOSE AND SCOPE

### Best Practice

This policy provides general guidelines to assist in minimizing the risk of department members contracting and/or spreading communicable diseases.

### 809.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Communicable disease** - A human disease caused by microorganisms that are present in and transmissible through human blood, urine, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include but are not limited to hepatitis B virus (HBV), HIV, and tuberculosis.

**Exposure** - When an eye, the mouth, a mucous membrane, or non-intact skin comes into contact with blood, urine, or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing, or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a member's position at the Plumas County Probation Department (see the Exposure Control Plan for further details to assist in identifying whether an exposure has occurred).

## 809.2 POLICY

### Best Practice

The Plumas County Probation Department is committed to providing a safe work environment for its members. Members should be aware that they are ultimately responsible for their own health and safety.

## 809.3 EXPOSURE CONTROL OFFICER

### State MODIFIED

The Chief Probation Officer will assign a person as the Exposure Control Officer (ECO). The ECO shall develop an exposure control plan that includes:

- (a) Exposure prevention and decontamination procedures.
- (b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that department members will have no-cost access to the appropriate personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) that is appropriate for each member's position and risk of exposure.
- (d) Evaluation of persons in custody for any exposure risk and measures to separate them (15 CCR 1051; 15 CCR 1207).

# Plumas County Probation Department

## Probation Manual

### *Communicable Diseases*

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- (e) Compliance with all relevant laws or regulations related to communicable diseases, including:
  - 1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136).
  - 2. Bloodborne pathogen precautions (8 CCR 5193).
    - (a) Sharps injury log.
    - (b) Needleless systems and sharps injury protection.
  - 3. Airborne transmissible disease precautions (8 CCR 5199).
    - (a) Engineering and work practice controls related to airborne transmissible diseases.
    - (b) Distribution of appropriate personal protective equipment to minimize exposure to airborne disease.
  - 4. Promptly notifying the county health officer regarding member exposures (Penal Code § 7510).
  - 5. Establishing procedures to ensure that members request exposure notification from health facilities when transporting a person who may have a communicable disease and that the member is notified of any exposure as required by Health and Safety Code § 1797.188.
  - 6. Informing members of the provisions of Health and Safety Code § 1797.188 (exposure to communicable diseases and notification).
- (f) Provisions for acting as the designated officer liaison with health care facilities regarding communicable disease or condition exposure notification. The designated officer should coordinate with other department members to fulfill the role when not available. The designated officer shall ensure that the name, title, and telephone number of the designated officer is posted on the Department website (Health and Safety Code § 1797.188).
- (g) Coordination with the [Risk Management](#) Department to provide required notices to members regarding COVID-19 exposures (Labor Code § 6409.6).

The ECO should also act as the liaison with the Division of Occupational Safety and Health (Cal/ OSHA) and may request voluntary compliance inspections. The ECO shall annually review and update the exposure control plan and review implementation of the plan (8 CCR 5193).

#### **809.4 EXPOSURE PREVENTION AND MITIGATION**

**Best Practice**

##### **809.4.1 GENERAL PRECAUTIONS**

**State**

All members are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable disease. This includes but is not limited to (8 CCR 5193):

# Plumas County Probation Department

## Probation Manual

### *Communicable Diseases*

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- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks, or other specialized equipment in the work area or department vehicles, as applicable.
- (b) Wearing department-approved disposable gloves when contact with blood, urine, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., flashlight, control devices, clothing, portable radio) as soon as possible if the equipment is a potential source of exposure.
  - 1. Clothing that has been contaminated by blood, urine, or other potentially infectious materials shall be removed immediately or as soon as feasible and stored/decontaminated appropriately.
- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

#### 809.4.2 IMMUNIZATIONS

##### **State**

Members who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (8 CCR 5193).

#### 809.5 POST EXPOSURE

##### **Best Practice**

##### 809.5.1 INITIAL POST-EXPOSURE STEPS

##### **Best Practice**

Members who experience an exposure or suspected exposure shall:

- (a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practical.

# Plumas County Probation Department

## Probation Manual

### *Communicable Diseases*

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#### 809.5.2 REPORTING REQUIREMENTS

**State**

The supervisor or designated administrator on-duty shall investigate every exposure or suspected exposure that occurs as soon as possible following the incident. The supervisor shall ensure the following information is documented (8 CCR 5193):

- (a) Name and Social Security number of the employee exposed
- (b) Date and time of incident
- (c) Location of incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

The supervisor shall advise the member that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. The supervisor should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Work-Related Illness and Injury Reporting and Illness and Injury Prevention policies).

#### 809.5.3 MEDICAL CONSULTATION, EVALUATION, AND TREATMENT

**State**

Department members shall have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary (8 CCR 5193).

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information:

- (a) Whether the member has been informed of the results of the evaluation.
- (b) Whether the member has been notified of any medical conditions, resulting from exposure to blood or other potentially infectious materials, that require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

#### 809.5.4 COUNSELING

**State**

The Department shall provide the member, and the member's family if necessary, the opportunity for counseling and consultation regarding the exposure (8 CCR 5193).

#### 809.5.5 SOURCE TESTING

**State**

# Plumas County Probation Department

## Probation Manual

### *Communicable Diseases*

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Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed member or when it is otherwise appropriate (8 CCR 5193). Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed member's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Complying with the statutory scheme of Health and Safety Code § 121060. This includes seeking consent from the person who was the source of the exposure and seeking a court order if consent is not given.
- (c) Testing the exposed member for evidence of a communicable disease and seeking consent from the source individual to either access existing blood samples for testing or for the source to submit to testing (Health and Safety Code § 120262).
- (d) Taking reasonable steps to immediately contact the County Health Officer and provide preliminary information regarding the circumstances of the exposure and the status of the involved individuals to determine whether the County Health Officer will order testing (Penal Code § 7510).
- (e) Under certain circumstances, a court may issue a search warrant for the purpose of HIV testing a person when the exposed member qualifies as a crime victim (Penal Code § 1524.1).

Since there is the potential for overlap between the different manners in which source testing may occur, the ECO is responsible for coordinating the testing to prevent unnecessary or duplicate testing.

The ECO should seek the consent of the individual for testing and consult the County Counsel to discuss other options when no statute exists for compelling the source of an exposure to undergo testing if the individual refuses.

#### **809.6 CONFIDENTIALITY OF REPORTS**

##### **Best Practice**

Medical information shall remain in confidential files and shall not be disclosed to anyone without the member's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well.

#### **809.7 TRAINING**

##### **State**

All members shall participate in training regarding communicable diseases commensurate with the requirements of their position. The training (8 CCR 5193):

- (a) Shall be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.

# Plumas County Probation Department

## Probation Manual

### *Communicable Diseases*

---

- (b) Shall be provided whenever the member is assigned new tasks or procedures affecting the member's potential exposure to communicable disease.
- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure, and what steps should be taken if a suspected exposure occurs.

#### **809.8 ISSUED DATE**

Agency Content

#### **809.8.1 REVISED DATE(S)**

Agency Content

## Fitness for Duty

### 814.1 PURPOSE AND SCOPE

State

Monitoring members' fitness for duty is essential for the safety and welfare of the members of the Department and the community. The purpose of this policy is to require that all members of this department remain fit for duty and able to perform their job functions (Government Code § 1031).

### 814.2 POLICY

Best Practice

The Plumas County Probation Department strives to provide a safe and productive work environment and ensure that all members of this department can safely and effectively perform the essential functions of their jobs. Under limited circumstances, the Department may require a professional evaluation of a member's physical and/or mental capabilities to determine the member's ability to perform essential functions.

### 814.3 MEMBER RESPONSIBILITIES

Best Practice MODIFIED

It is the responsibility of each member of this department to maintain physical stamina and psychological stability sufficient to safely and effectively perform the essential duties of the position.

During working hours, all members are required to be alert, attentive, and capable of performing their assigned responsibilities.

Any member who feels unable to perform duties shall promptly notify a supervisor. In the event that a member believes that another department member is unable to perform duties, such observations and/or belief shall be promptly reported to a supervisor.

### 814.4 SUPERVISOR RESPONSIBILITIES

Best Practice

All supervisors should be alert to any indication that a member may be unable to safely perform any duties due to an underlying physical or psychological impairment or condition.

Such indications may include:

- (a) An abrupt and negative change in the member's normal behavior.
- (b) A pattern of irrational conduct, hostility, or oppositional behavior.
- (c) Personal expressions of instability.
- (d) Inappropriate use of alcohol or other substances, including prescribed medication.
- (e) A pattern of questionable judgment, impulsive behavior, or the inability to manage emotions.

# Plumas County Probation Department

## Probation Manual

### *Fitness for Duty*

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- (f) Any other factor or combination of factors causing a supervisor to believe the member may be suffering from an impairment or condition requiring intervention.

Supervisors shall maintain the confidentiality of any information consistent with this policy.

#### 814.4.1 REPORTING

##### **Best Practice**

A supervisor observing a member, or receiving a report of a member, who is perceived to be unable to safely or effectively perform duties shall promptly document all objective information and/or observations.

The supervisor should attempt to meet with the member to inquire about the conduct or behavior giving rise to the concerns.

If a meeting does not resolve the supervisor's concerns or does not take place, the supervisor shall promptly document the observations and actions in a written report and inform the Supervisor or the member's Supervisor or Chief Probation Officer.

#### 814.4.2 DUTY STATUS

##### **Best Practice**

In conjunction with the member's Chief Probation Officer and Supervisor, the Supervisor should make a preliminary determination regarding the member's duty status.

If a determination is made that the member can safely and effectively perform the essential functions of the job, the member should be returned to duty and arrangements made for appropriate follow-up.

If a preliminary determination is made that the member's conduct or behavior represents an inability to safely and effectively perform the essential functions of the job, the Supervisor, the member's Supervisor, or the Chief Probation Officer should immediately relieve the member of duty pending further evaluation.

Employees relieved of duty shall comply with the administrative leave provisions of the Personnel Complaints Policy.

The Supervisor and Chief Probation Officer shall be promptly notified in the event that any member is relieved of duty.

### **814.5 FITNESS-FOR-DUTY EVALUATIONS**

##### **Best Practice**

A fitness-for-duty evaluation may be ordered whenever circumstances reasonably indicate that a member is unfit for duty or following an officer-involved shooting or death-in-custody incident.

#### 814.5.1 PROCESS

##### **State**

The Supervisor or Chief Probation Officer, in cooperation with Human Resources Department, may order the member to undergo a fitness-for-duty evaluation.

# Plumas County Probation Department

## Probation Manual

### *Fitness for Duty*

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The examining practitioner will provide the Department with a report indicating whether the member is fit for duty. If the member is not fit for duty, the practitioner will include the existing restrictions or conditions in the report. If the employee places their condition at issue in any subsequent or related administrative action/grievance, the examining physician or therapist may be required to disclose any and all information that is relevant to such proceeding (Civil Code § 56.10(c)(8)).

To facilitate the evaluation of any member, the Department will provide all appropriate documents and available information.

All reports and evaluations submitted by the examining practitioner shall be part of the member's confidential medical file.

Any member ordered to undergo a fitness-for-duty evaluation shall comply with the terms of the order and cooperate fully with the examining practitioner.

Determinations regarding duty status of members who are found to be unfit for duty or fit for duty with limitations will be made in cooperation with Human Resources Department.

#### **814.6 LIMITATION ON HOURS WORKED**

##### **Best Practice**

Absent emergency operations, members should not work more than:

- 16 hours in a one-day (24 hours) period.
- 30 hours in any two-day (48 hours) period.
- 84 hours in any seven-day (168 hours) period.

Except in unusual circumstances, members should have a minimum of eight hours off between shifts. Supervisors should give consideration to reasonable rest periods and are authorized to deny overtime or relieve any member who has exceeded the above guidelines to off-duty status.

Limitations on the number of hours worked apply to shift changes, shift trades, rotation, holdover, training, general overtime, and any other work assignments.

#### **814.7 APPEALS**

##### **Best Practice**

Employees disputing the application or interpretation of this policy may submit a grievance as provided in the Grievances Policy.

#### **814.8 ISSUED DATE**

##### **Agency Content**

##### **814.8.1 REVISED DATE(S)**

##### **Agency Content**



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Adopt RESOLUTION, Establishing the 2022 Plumas County Maintained Mileage; discussion and possible action; approved as to form by County Counsel. Roll call vote

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**Recommendation**

Adopt Resolution, Establishing the 2022 Plumas County Maintained Mileage

**Background and Discussion**

Each year, The Public Works Department is required to submit a tabulation to the State to indicate the mileage that is maintained by the Plumas County Road Department. This mileage is used in the calculation of Gas Tax funds and other State funding sources for the Road Department.

The necessary updates have been completed and the attached resolution is ready for your approval.

Please note that this year's maintained mileage total is **681.275** miles.

A complete copy of the "2022 Plumas County Maintained Road Data" is on file with the Clerk of the Board of the Supervisors and at the Public Works Headquarters Building for public review during normal office hours.

Attached is a copy of the draft Resolution, for consideration by the Board of Supervisors.

The attached Resolution has been approved as to form by County Council

**Action:**

Adopt Resolution, Establishing the 2022 Plumas County Maintained Mileage

**Attachments:**

1. Resolution for Maintained Mileage

RESOLUTION NO. 23-

(Establishing Mileage of Maintained County Roads)

WHEREAS, Section 2121 of the Streets and Highways Code of the State of California provides that in May of each year each County shall submit to the California Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the California Department of Transportation certified to the State Controller in June 2021 that the total mileage of maintained county roads is 681.275 miles; and

WHEREAS, The County of Plumas now finds the total mileage of maintained County roads is **681.275** miles;

NOW, **THEREFORE**, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the mileage of maintained County roads is now **681.275** miles, as indicated on the list titled “2022 Plumas County Maintained Road Data”, which is attached hereto and hereby made, by reference, a part of this resolution.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 21st day of March, 2023, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

\_\_\_\_\_  
Chair of the Board of

Supervisors  
ATTEST:

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



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** April 4, 2023

**SUBJECT:** Adopt RESOLUTION approving the execution Grant Agreement between Plumas County Department of Social Services and the California Department of Aging to participate in the Access to Technology Grant Program, to provide technology to older adults and adults with disabilities who are engaged with departmental staff through the department's IHSS program; and authorize supplemental budget transfer of \$157,462.00 of unanticipated Grant funds from Social Services account 70590/ 44381 ATT Grant into Social Services account 70590/ 520206 Access to Technology; discussion and possible action. Four/ fifths roll call vote

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**Recommendation**

Authorize the Board Chair to complete the execution of the Access to Technology grant by signing the enclosed Budget Appropriation Transfer document and Resolution.

**Background and Discussion**

The Department of Social Services successfully applied for and received funding from the California Department of Aging, for a project that will provide technology to older adults and adults with disabilities who are engaged with departmental staff through the department's IHSS program.

The department serves approximately 350 active participants through its IHSS program on an annual basis. Seniors currently being served through the county's IHSS program are low/fixed income and typically are limited in their means to travel in and/or around the county. Weather, geography, the general lack of public transportation and other factors related to the rural nature of the county further exacerbate and limit the ability for older adults and adults with disabilities to travel from their home. It is the goal of this program to provide these adults with greater access to resources and information as well as to increase their ability to socially engage with others to prevent isolation.

This program will allow department staff to provide technology and/or allow for the set-up of reliable internet access to older adults and adults with disabilities. The program may cover the cost of hardware such as an iPad, Laptop or smartphone. The program may also pay for the upfront costs associated with setting up reliable internet services at the program participant's residence. Staff will conduct a needs assessment to determine the best means of serving the individual. Hardware costs and internet services costs will depend on the individual's current resident location, infrastructure, wiring, and hardware set up.

The grant is for a total of \$157,462 in funds for this purpose. No match or other commitment of local funds is required.

**Action:**

**Attachments:**

1. 23-156 Agreement FINAL
2. 23-156 Resolution FINAL

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AT-2223-32

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Plumas County Department of Social Services

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$157,462 One hundred fifty-seven thousand four hundred sixty-two and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment 1	Grant Proposal	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Contractor's Detailed Budget	6
Exhibit C	General Terms & Conditions	8

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Plumas County Department of Social Services

CONTRACTOR BUSINESS ADDRESS

270 County Hospital Road, # 207

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Neal Caiazzo

TITLE

Director of Social Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

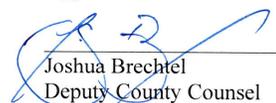
DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 A.4

Approved as to form:



Joshua Brechtel  
Deputy County Counsel

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**EXHIBIT A**  
**SCOPE OF WORK**

**1. GRANT AGREEMENT PARTIES:**

A. Plumas County Department of Social Services, hereafter referred to as Grantee, and the California Department of Aging (referred to as CDA, or Grantor, or the State) (each a Party, and collectively the Parties) enter into this agreement (Agreement) to provide services under the Access to Technology (ATT) Program administered by the California Department of Aging as detailed pursuant to the terms and conditions of this Agreement below.

**2. GRANT PERFORMANCE PERIOD:**

A. All work performed must be completed during the grant performance period from October 1, 2022 through December 31, 2024. No expenditure reports for work completed after December 31, 2024 will be paid.

**3. GRANT AGREEMENT MANAGERS:**

A. The Grant Agreement Managers during the term of this Agreement shall be:

State:	Department of Aging	Grantee:
Section/Unit:	Home and Community Living	Section/Unit:
Attention:	Brian T. Carter Contract Manager	Attention:
Address:	2880 Gateway Oaks Drive, Ste 200 Sacramento, CA 95833	Address:
Phone:	(916) 928-4669	Phone:
Email:	brian.carter@aging.ca.gov	Email:

Either Party may make changes to the contact names or information above by giving written notice to the other Party. Said changes shall not require an amendment to this Agreement.

**4. BACKGROUND**

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, are continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities. This has led to increased risks of loneliness and isolation for older adults with potentially negative outcomes to mental and physical health. The EO is also in alignment with goal three of Governor's Newsom's Master Plan on Aging that prioritizes addressing the digital divide that directly impacts older adults.

In 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) section 9104, which required the California Department of Aging (CDA) to create the Access to Technology (ATT) program. This ATT program provides all

Directors of County Human Services departments with the opportunity to apply for grant funding provided by the CDA for the administration of services and supports in alignment with the Centers for Medicare & Medicaid Services (CMS) Home and Community Based Services (HCBS) spending plan. The ATT program is a 27-month program (October 1, 2022 - December 31, 2024) to meet the needs of diverse older adults and adults with disabilities to connect older adults and adults with disabilities to technology to help reduce isolation, increase connections, and enhance self-confidence. Grant funds appropriated for this pilot program are non-competitive and will be provided to all county human services departments (hereinafter known as "grantee") that opt to participate.

**5. CONTRACTOR RESPONSIBILITIES:**

- A. Allowable uses of funds awarded to grantees that receive grant funding through this program include, but are not limited to the following:
1. Purchase and provision of technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
  2. Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
  3. Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
  4. Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
  5. Conducting outreach about the program.
  6. Administration of the program, including data collection and reporting (not to exceed 10% of the total grant award).
- B. To carry out the responsibilities of this Agreement, Grantee should leverage existing programs that provide one or more of the services listed under section (A) above, if applicable, with the intent to provide maximum benefit to the greatest number of residents. If no existing Grantee programs provide one or more of the services listed under section (A) above, Grantee shall leverage its existing programs that is not providing one or more of the services listed under section (A) above, with the intent of providing maximum benefit to the greatest number of residents.
- C. Grantee shall ensure recipients of this program meeting the following eligibility criteria:
1. Older adults (60 years of age and older) and adults with disabilities.
- D. Grantee shall develop and administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
- E. Grantee shall collect and maintain programmatic data for reporting (e.g., number of clients served, type and number of devices and equipment purchased), services being provided (e.g., internet data plans and digital literacy training), and other forms of programmatic data.
- F. Reporting Requirements:
1. Grantee must submit a final report within 30 calendar days following the end of the award program period and no later than by January 31, 2025. This should

include, but not be limited to, client satisfaction surveys, a narrative of lessons learned and success stories. CDA will withhold reimbursement of the final monthly expenditure report until receipt and approval of the final report.

2. Grantee shall submit monthly expenditure reports and quarterly programmatic reports as required by CDA.
3. Grantee must be willing to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period. The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.

## **6. Approvals**

- A. The Grantee shall obtain CDA's prior written approval of Grantee's program description as stated in sections 5 above, prior to the Grantee performing the required services as outlined in this agreement.
- B. All approvals, orders for correction, or disapprovals from the CDA shall be in writing. If the CDA rejects a program description, Grantee shall make required corrections within the time frame required by the CDA.

## **7. CDA Responsibilities**

- A. CDA Grant Agreement Manager shall provide guidance, information, and access to CDA staff as required by the Grantee to provide services under this Agreement.
- B. CDA shall approve the program description and other deliverables mentioned herein in a timely manner.

**EXHIBIT A, ATTACHMENT 1  
 Grant Proposal**

STATE OF CALIFORNIA  
 DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY (ATT) PROGRAM  
 REQUEST FOR APPLICATION – County Response Template



**Section I**

County Number: 32

County Name: Plumas

Human Services Agency Name: Plumas County Department of Social Services

Contact Name	Contact Title	Contact email address	Contact phone number (w/extension if applicable)
Debbie Wingate	Deputy Director	<a href="mailto:debbiewingate@countyofplumas.com">debbiewingate@countyofplumas.com</a>	530-283-6476
Ashley Achter	Social Work Supervisor	<a href="mailto:Ashlevachter@countyofplumas.com">Ashlevachter@countyofplumas.com</a>	530-283-6465
Suzan Mah	Analyst	<a href="mailto:suzanmah@countyofplumas.com">suzanmah@countyofplumas.com</a>	530-283-7045

**Section II**

	Yes	No
1) Does your county opt-in to participate in the ATT program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Do you agree to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period? (The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 3) List existing County programs your County will be leveraging to provide ATT program services (if any): In Home Support Services (IHSS)
- 4) List any non-County programs your County will be leveraging to provide ATT program services (if any):
- 5) Did you include supporting documents that demonstrate aligned initiatives and commitments in supporting language and cultural diversity? (Yes/No) Yes

**Section III**

- 1) The minimum allocation for the ATT program is \$100,000. If your county desires an amount that is less than \$100,000, please enter the desired amount here (please enter whole numbers only):

\$ \_\_\_\_\_

- 2) This is a monthly reimbursement program. Do you agree to bill CDA monthly to be reimbursed for ATT program expenditures? (Yes/No) \_\_\_ Yes \_\_\_\_\_

- 3) Budget Attached – (Yes/No): \_\_\_ Yes \_\_\_\_\_

**Section IV**

- 1) Please check boxes below to indicate which ATT program services your County will provide to ATT program participants:

X	Providing technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
X	Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
X	Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
X	Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
X	Conducting outreach about the program.
	Other – Not specifically stated above

- 2) Please provide a detailed description of how grant funding will be utilized to meet the Program Goals above and any intended uses not specifically stated above:

**Proposed Program Description**

The agency proposes to provide technology to older adults and adults with disabilities who are engaged with departmental staff through the department's IHSS program. The department serves approximately 350 active participants through its IHSS program on an annual basis. Seniors currently being served through the county's IHSS program are low/fixed income and typically are limited in their means to travel in and/or around the county. Weather, geography, the general lack of public transportation and other factors related to the rural nature of the county further exacerbate and limit the ability for older adults and adults with disabilities to travel from their home. It is the goal of

this program to provide these adults with greater access to resources and information as well as to increase their ability to socially engage with others to prevent isolation.

This program will allow department staff to provide technology and/or allow for the set up of reliable internet access to older adults and adults with disabilities. The program may cover the cost of hardware such as an iPad, Laptop or smartphone. The program may also pay for the upfront costs associated with setting up reliable internet services at the program participant's residence. Staff will conduct a needs assessment to determine the best means of serving the individual. Hardware costs and internet services costs will depend on the individual's current resident location, infrastructure, wiring and hardware set up.

The program will also provide for one hour of training to each participant on new hardware/software functionality and use. Agency staff will be responsible for developing or arranging for education and training of older adults and adults with disabilities on the use of technology. Training objectives will include educating older adults on how to use technology to assist in the basics of daily living, such as paying bills online, in order to allow them to maintain an independent living situation. As previously noted, participants eligible to participate in the Access to Technology program will be older adults and adults with disabilities that county staff engage with through the county's active IHSS program. Training services provided through the Access to Technology program will enhance agency services to elderly adults by allowing them to complete agency eligibility forms and program timecards via the technology. Older adults and adults with disabilities benefit from patient and one-on-one assistance in how technology platforms work and how hardware functions.

In the event a person with a disability has a special need to warrant the purchase of specialized equipment, a needs assessment will determine the special need and corresponding appropriate equipment to meet such need. For instance, an individual with a hearing impairment may need headphones, and this program will cover the purchase of such appropriate peripheral equipment.

Furthermore, the agency intends to use program funding to enhance its broader technological infrastructure to this program's target population. The agency plans to purchase three (3) desktop computers for each of its three local county libraries in Quincy, Portola and Chester, CA. The objective is to make these computers available to seniors and people with disabilities during the library's normal operating hours, during which library staff members may provide any appropriate requested assistance. This will allow as many Plumas County residents as possible to benefit from the Access to Technology program and allow easier access to the Electronic Visit Verification system for both IHSS recipients and providers. Although Plumas County libraries currently have computer stations, this grant will fund the purchase of the newer technology and software applications that meet the needs of older adults and adults with disabilities. The agency will likewise use funding to purchase two (2) desktop computers to make available at the agency's office and that will be dedicated to meet the needs of IHSS participants and providers. Users will be able to use these desktop stations to complete eligibility documents and/or to access the Electronic Visit Verification system for the timecards associated with the IHSS program.

Such hardware improvements will further require the agency to purchase and install equipment to support reliable internet service at the agency building. Necessary equipment includes an upgraded server and ethernet switch to support the hardware, as well as an upgraded ISP service.

3) Additional Comments:

Page 3 of 3

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. GRANT AWARD**

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of \$157,462.00.
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

**2. EXPENDITURE OF FUNDS**

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

**3. ACCOUNTABILITY FOR FUNDS**

- A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

**4. FINANCIAL MANAGEMENT SYSTEMS**

The Grantee shall meet the following standards for its financial management systems.:

- A. Financial Reporting.
- B. Accounting Records.
- C. Complete Disclosure.
- D. Source Documentation.
- E. Internal Control.
- F. Budgetary Control.
- G. Cash Management (written procedures).
- H. Allowable Costs (written procedures).

**5. FUNDING CONTINGENCIES**

A. PAYMENTS:

The State shall reimburse Grantee with Access to Technology Grant funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

1. The Grantee shall submit monthly expenditures for the Access to Technology Grant in an electronic format reporting costs and funding for the month prior. The Grantee shall report utilizing the CDA online Local Finance Reporting System, found at <https://expenditures.aging.ca.gov>, no later than the last business day of each month unless otherwise specified by CDA. Email [finance@aging.ca.gov](mailto:finance@aging.ca.gov) for user access.
2. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Grantee of any disputed expenditures.

Payments shall be based on monthly expenditure reports as outlined within this exhibit.

3. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
4. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
5. Grantee shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
  - a. Expedite Fees
    - I. If the agreement is executed late to no fault of CDA then the Grantee may be liable for the incurred processing fees.
    - II. If the agreement is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
6. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

B. BUDGET CONTINGENCY CLAUSE:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.
3. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
4. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

C. PROMPT PAYMENT CLAUSE:

1. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

D. BUDGET DETAIL:

1. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
2. Grantee must submit a final monthly expenditure report within 30 calendar days following the end of the program period and no later than January 31, 2025.
3. Travel Reimbursement:

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Contractor.

**EXHIBIT B, ATTACHMENT 1  
Contractor's Detailed Budget**

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
ACCESS TO TECHNOLOGY BUDGET PROGRAM  
CDA 3003 (REV 10/2022)



**ACCESS TO TECHNOLOGY PROGRAM: BUDGET SUMMARY**

CONTRACT #:		AT- 2223 - 32	
Budget Period:	10/01/2022 - 12/31/2024	Original: <input checked="" type="checkbox"/>	Revision #: <input type="checkbox"/>
Date:	11/17/2022	County:	32

Cost Category	HCBS Fund
<b>Access To Technology- Administration</b>	<b>HCBS Fund</b>
Personnel	\$ 3,858
Operating Expenses	\$ 9,919
Indirect Administration	
Access To Technology- Administration (maximum 10%)	\$ 13,575
<b>Access To Technology- Program</b>	<b>HCBS Fund</b>
Direct Services	\$ 143,887
Subcontractor Services	
Access To Technology Program	\$ 143,887
<b>Total Access To Technology Budget</b>	<b>\$ 157,462</b>

Payment Method:  Reimbursement

Federally Approved Indirect Cost Rate(s):

For questions or accessibility assistance with this financial document, please contact: [Finance@aging.ca.gov](mailto:Finance@aging.ca.gov)

FOR STATE USE ONLY			
Local Finance Bureau Analyst:	Date:	Local Finance Bureau Manager:	Date:
<i>Jinghui Deng</i>	01/13/2023	<i>Adrian Leung</i>	1/17/23



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY PROGRAM BUDGET  
 CDA 3003 (REV 10/2022)

**ACCESS TO TECHNOLOGY PROGRAM: ADMINISTRATION**

<b>CONTRACT #:</b>	AT- 2223	32
<b>Budget Period:</b>	10/01/2022 - 12/31/2024	<b>Original:</b> <input checked="" type="checkbox"/> <b>Revision #:</b> <b>Date:</b> 11/17/2022 <b>County:</b> 32

<b>Personnel Costs</b>			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
IT Administrator	73,126	5.000000%	\$ 3,656
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
<b>Total Salaries &amp; Wages:</b>			\$ 3,656
<b>Staff Benefits:</b>			
<b>Total Personnel:</b>			\$ 3,656
<b>Operating Expenses</b>			
Rent			
Equipment/Property (Items may require CDA approval)			\$ 7,231
Supplies			
Training			
Purchased Access to Technology Program Services			\$ 2,688
Other Costs (Describe):			
<b>Total Operating Expenses:</b>			\$ 9,919
<b>Indirect Administration (maximum 10% of Modified Total Direct Costs):</b>			
<b>Access To Technology Program- Administration Budget Total:</b>			\$ 13,575

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY PROGRAM BUDGET  
 CDA 3003 (REV 10/2022)

**ACCESS TO TECHNOLOGY PROGRAM BUDGET: DIRECT SERVICES**

<b>CONTRACT #:</b>		AT- 2223 32	
<b>Budget Period:</b>	10/01/2022 - 12/31/2024	<b>Original:</b> <input checked="" type="checkbox"/>	<b>Revision #:</b> <b>Date:</b> 11/17/2022 <b>County:</b> 32

<b>Personnel Costs</b>			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
APS Staff	99,736	5.000000%	\$ 4,987
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
		0.000000%	\$ 0
<b>Total Salaries &amp; Wages:</b>			\$ 4,987
<b>Staff Benefits:</b>			
<b>Total Personnel:</b>			\$ 4,987
<b>Operating Expenses</b>			
Rent			
Equipment/Property (Items may require CDA approval)			\$ 129,000
Supplies			
Training			
Purchased Access to Technology Program Services			\$ 9,900
Other Costs (Describe):			
<b>Total Operating Expenses:</b>			\$ 138,900
<b>Indirect Program (maximum 10% of Modified Total Direct Costs):</b>			
<b>Access To Technology Program- Direct Services Budget Total:</b>			\$ 143,887

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY PROGRAM BUDGET  
 CDA 3003 (REV 10/2022)



**ACCESS TO TECHNOLOGY PROGRAM: SUBCONTRACTOR SERVICES**

	<b>CONTRACT #:</b>	AT- 2223	32		
<b>Budget Period:</b>	10/01/2022 - 12/31/2024	<b>Original:</b>	<input checked="" type="checkbox"/>	<b>Revision #:</b>	<b>Date:</b> 11/17/2022 <b>County:</b> 32

Subcontractor	HCBS Fund
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
<b>Access To Technology Program- Subcontractor Services Total:</b>	<b>\$ 0</b>

Budgeted Contracted expenses from all funding sources



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY PROGRAM BUDGET  
 CDA 3003 (REV 10/2022)

**ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED**

<b>CONTRACT #:</b>		AT- 2223 32	
<b>Budget Period:</b>	10/01/2022 - 12/31/2024	<b>Original:</b>	<input checked="" type="checkbox"/>
<b>Revision #:</b>		<b>Date:</b>	11/17/2022
<b>County:</b>	32		

**Instructions:**

- List the projected Equipment/Property purchases anticipated for the budget period.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- Note: A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
<b>Administration Equipment/Property (pg. 2)</b>			
Desktops - OptiPlex 3000 Micro	5	\$ 613	\$ 3,065
22" Monitor - P2222H	5	\$ 199	\$ 995
Access Points, Cable, Dream Machine	1	\$ 3,171	\$ 3,171
			\$ 0
			\$ 0
			\$ 0
<b>Administration Equipment/Property Total:</b>			\$ 7,231
<b>Direct Equipment/Property (pg. 3)</b>			
iPad (10.9", 256GB, Wifi)	100	\$ 753	\$ 75,300
Magic Keyboard for iPad	100	\$ 179	\$ 17,900
Applecare	100	\$ 63	\$ 6,300
Headphones/Cable/Power Adapter	100	\$ 295	\$ 29,500
			\$ 0
			\$ 0
<b>Direct Equipment/Property Total:</b>			\$ 129,000



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
 ACCESS TO TECHNOLOGY PROGRAM BUDGET  
 CDA 3003 (REV 10/2022)

**ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED (cont.)**

**Instructions:**

- List the projected Equipment/Property purchases anticipated for the budget period.
- Equipment/Property, costing more than \$5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
<b>Subcontractor Equipment/Property (pg. 4)</b>			
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
			\$ 0
<b>Subcontractor Equipment Total:</b>			<b>\$ 0</b>
<b>Access To Technology Program- Equipment/Property Budgeted Total:</b>			<b>\$ 136,231</b>

Signature is required. Type or print name, title, and date below.

Signature	Full Name	Title	Date

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties. The Grantee may not expend for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CDA Agreement Manager or designee in the form of a formal written amendment.

**3. GOVERNING LAW**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**4. STATE AND FEDERAL LAW**

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

**5. GRANTEE COMMITMENTS**

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

**6. PERFORMANCE AND ASSURANCES**

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

**7. AGENCY**

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

## **8. MUTUAL LIABILITY**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

## **9. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

## **10. CONTRACTORS/CONSULTANTS**

The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, are not officers, employees, or agents of the CDA. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from the CDA's obligation to make payments to the Grantee. Grantee agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

## **11. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **12. EXCISE TAX**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. DISPUTES**

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the CDA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. DISPUTE RESOLUTION**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

## **15. RIGHT TO TERMINATE**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

## **16. TERMINATION FOR CAUSE**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

## 17. FORCE MAJEURE

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## 18. SUSPENSION OF PAYMENTS

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at [Legal@CDA.ca.gov](mailto:Legal@CDA.ca.gov).

## 19. BREACH PROVISIONS

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDA notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Grantee and CDA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## **20. PUBLICITY AND ACKNOWLEDGEMENT**

The Grantee agrees that it will acknowledge CDA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Grantees may not use the CDA logo.

## **21. NEWS RELEASES/PUBLIC CONFERENCES**

The Grantee agrees to notify the CDA in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

## **22. SCOPE OF WORK AND BUDGET CHANGES**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDA approval and, at its discretion, CDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDA will respond in writing as to whether the proposed changes are accepted.

## **23. REPORTING REQUIREMENTS**

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

## **24. EQUIPMENT**

Purchase of equipment not included in the approved Budget requires prior approval.

## **25. CLOSEOUT**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final expenditure report and financial closeout report, and resolution of any performance or compliance issues.

## **26. CONFIDENTIAL AND PUBLIC RECORDS**

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

## **27. PROPERTY DAMAGE CLAIMS PROCESS**

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

## **28. AMENDMENTS**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **29. COPYRIGHT**

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## **30. RECORDS**

- A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
  - i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

### **31. SEVERABILITY**

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **32. APPLICABLE LAW**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the

parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

**RESOLUTION NO. 23-\_\_\_\_\_**

**APPROVING THE EXECUTION OF CALIFORNIA DEPARTMENT OF AGING GRANT  
NO. AT-2223-32 IN ORDER TO PARTICIPATE IN THE ACCESS TO TECHNOLOGY  
PROGRAM**

**WHEREAS** the County of Plumas (“County”) desires to voluntarily participate in the Access to Technology Program (AATP) and

**WHEREAS** the Plumas County Board of Supervisors understand the importance of meeting the needs of diverse older adults and adults with disabilities to connect older adults and adults with disabilities to technology to help reduce isolation, increase connections, and enhance self-confidence; and

**WHEREAS** the Grant will be used for the Purchase and provision of technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities, arranging for reliable internet access (via service plans) to older adults and adults with disabilities, broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.), and developing or arranging for education and training of older adults and adults with disabilities on the use of technology.

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors specifically approves and authorizes execution of this agreement.

**BE IT FURTHER RESOLVED** that the Director of Social Services of the County of Plumas has full and binding authority to the commitments contained in the agreement on behalf of the Board of Supervisors, and is the authorized representative for County in regard to this agreement.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the 4<sup>th</sup> day of April, 2023 by the following:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel



**PLUMAS COUNTY  
OFFICE OF TREASURER/TAX COLLECTOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Julie White, Treasurer/Tax Collector  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve and authorize the Quincy Fire Protection District (QFPD) to withdraw funds from the County Treasury, and determine a mutually acceptable date of withdraw per Government Code 61053(d); (QFPD has approximately 2.3 million in the Treasury); **discussion and possible action.**

---

**Recommendation**

**Background and Discussion**

**Action:**

**Attachments:**

1. Letter QFPD
2. QFPD Resolution No. 2023-118-1
3. QFPD Resolutions No 2023-118-2 and 3



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: pcttc@countyofplumas.com  
(530) 283 -6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283 -6259

**DATE:** March 21, 2023  
**TO:** The Honorable Board of Supervisors  
**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections Administrator  
**SUBJECT:** Request from Quincy Fire Protection District (QFPD) to remove District funds from the County Treasury Pool

**Recommendation:** Authorize the QFPD to withdraw funds from the County Treasury and determine a mutually acceptable date of withdraw (G. C. 61053 (d))

**Background and Discussion:** Government Code 27136 states that a district shall submit a withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal will not adversely affect the interests of the entire treasury pool. On January 12<sup>th</sup>, 2023, the QFPD provided a letter of request to withdraw their funds from the County Treasury. The District has approximately \$2.3 million in the Treasury and the County pool is approximately \$168,660,000 million. The determination was made that removing .0138% of the pool would not have an adverse effect and the withdrawal approved by the County Treasurer.

Additionally, G.C. 61053 states guidelines for Districts to move their funds to an alternative depository. The QFPD Resolution No. 2023-118-1, confirming the request to remove funds from the Plumas County Treasury has addressed G.C. 61053. The District has made a formal request, adopted a resolution, fixed the amount of bond and insurance, appoint a District Treasurer with signing authorities with financial institution Plumas Bank.

Government Code 61053 (d) states the Board of Directors and Board of Supervisors shall determine a mutually acceptable date for the withdraw.

**I respectfully request the Board to approve the date of April 4th, 2023, as the mutually accepted date of withdrawal of the Quincy Fire Protection District funds.**

Thank you.

# QUINCY FIRE PROTECTION DISTRICT

505 Lawrence Street, Quincy, CA 95971 kwhite@qfd.ca.gov (530) 283-0870 Fax: (530) 283-0897



Jan. 13, 2023

Martee Graham-Nieman  
Plumas County Auditor-Controller  
520 Main St. Room 205  
Quincy, CA 95971

Honorable Plumas County Board of Supervisors  
Plumas County Courthouse  
Quincy, CA 95971

Please accept this letter as our official notice to remove the Quincy Fire Protection District's accounting services, which includes all functions including but not limited to payroll, payables, and receivables, from the County's responsibility effective March 31, 2023.

Several of the necessary resolutions from the Fire District will follow establishing the required alternate depository, authorization to transfer funds and the establishment of a revolving fund to pay authorized expenses per SB288. We will also establish a finance committee with defined responsibilities and oversight. Again, our goal is to have everything required by us so this can take effect at the end of the first quarter of 2023.

The Quincy Fire Protection District is aware that we are responsible for all state reporting following the applicable codes that govern special districts. Our district has been and will continue to comply with auditing requirements pursuant to government code 569009. Our district understands and agrees that we will be entirely responsible for any outstanding expenditures beyond the effective date.

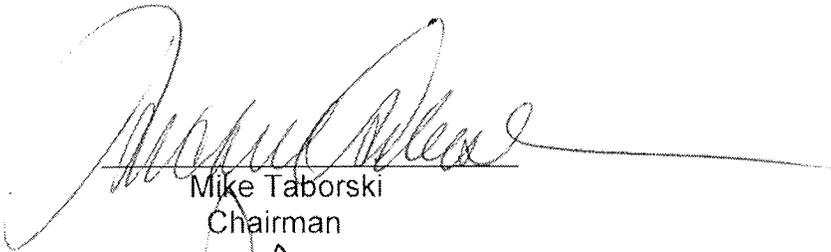
Our staff and our board have consulted on what we believe to be all aspects and concerns regarding this move. We feel it is in our best interest to handle our financial matters internally with our own oversight and that of an outside auditor. We have upgraded our accounting systems so that checks can be issued, and deposits can be made in a timely fashion, which we believe will save us time and money.

Once the transition is complete, our district is asking that the county mail warrants (checks) directly to us with a detailed stub so that we may deposit them into our newly established Plumas Bank account.

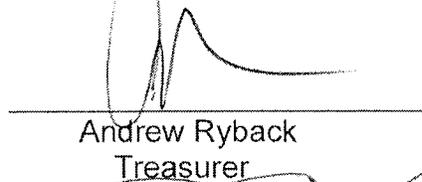
We have enjoyed working with the auditor's office and have no reason not to believe that will continue through this transition and beyond. Please call our district office at 530-283-0870 if you have any questions or concerns.

Sincerely,

Quincy Fire Protection District Board of Directors



Mike Taborski  
Chairman



Andrew Ryback  
Treasurer



Johnny Mansell  
Commissioner

# QUINCY FIRE PROTECTION DISTRICT

505 Lawrence Street, Quincy, CA 95971 kwhite@qfd.ca.gov (530) 283-0870 Fax: (530) 283-0897



## Resolution NO. 2023-118-1

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE QUINCY FIRE PROTECTION DISTRICT OF PLUMAS COUNTY, STATE OF CALIFORNIA, ESTABLISHING AN ALTERNATIVE DEPOSITORY AND AUTHORIZING THE TRANSFER OF DISTRICT FUNDS

WHEREAS, Pursuant to California Government Code Chapter 4, Section 61053 which states a District may establish an alternative depository other than the principal county and appoint a District Treasurer who shall serve in the place of the County Treasurer, and;

WHEREAS, the Quincy Fire Protection District currently maintains its own bookkeeping in accordance with California law which adheres to generally accepted accounting principles and has an established bi-annual audit schedule, and;

WHEREAS, the Quincy Fire Protection District Board of Directors does hereby find that withdrawing the District's funds from the Plumas County Treasury, establishing an alternative depository, appointing a District Treasurer, and maintaining its own bookkeeping is in the best interest of the Quincy Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED that the Quincy Fire Protection District Board of Directors does hereby authorize the withdrawal of Quincy Fire Protection District monies from the Plumas County Treasury in accordance with California Government Code Chapter 4, Section 61053 for the purpose of establishing an alternative depository other than the County of Plumas.

BE IT FURTHER RESOLVED that the Board of Directors have designated Plumas Bank as the depository for the District's monies.

BE IT FURTHER RESOLVED that the Quincy Fire Protection District Board of Directors shall adopt a QFPD Financial Policy which adheres to generally accepted accounting principles. District employees shall adhere to all policies and procedures outlined in the plan.

BE IT FURTHER RESOLVED that the Quincy Fire Protection District Board of Directors and District Treasurer shall be authorized to order the withdrawal of funds from the County of Plumas Treasury for deposit into Plumas Bank.

The foregoing resolution was introduced by Director John Mansell who moved its adoption, and seconded by Director Michael Inbeck, and adopted on a roll call vote by the following vote:

Director/Chairman Michael Taborski Aye

Director/Treasurer Andrew Ryback Abstain

Director /Commissioner John Mansell Aye

AYES: 2 NOES: 0 ABSTAIN: 1 ABSENT: 0

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED on the date, January 12, 2023.

Attest: [Signature]  
Clerk of the Board

[Signature]  
CHAIR

# QUINCY FIRE PROTECTION DISTRICT

505 Lawrence Street, Quincy, CA 95971 kwhite@qfd.ca.gov (530) 283-0870 Fax: (530) 283-0897



## Resolution 2023-118-2

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE QUINCY FIRE PROTECTION DISTRICT OF PLUMAS COUNTY, STATE OF CALIFORNIA, ESTABLISHING A REVOLVING FUND TO PAY AUTHORIZED EXPENSES PER SB 288, GOVERNMENT CODE 53952

WHEREAS, California Government Code section 53952 and 53961 have been revised by the adoption of SB 288 on July 7, 2011, and

WHEREAS, The Quincy Fire Protection District is an independent special district as defined in Government Code Section 56044, and

WHEREAS, the Quincy Fire Protection District currently has a revolving fund established per existing code, and

WHEREAS, the revolving fund is necessary for the district to pay payroll related expenses and any other approved payments in a timely and expeditious manner,

THEREFORE, the Board of Directors of the Quincy Fire Protection District does hereby resolve to provide for the establishment of a revolving fund in accordance with Government Code Section 53952(b) in the amount not to exceed 110% of one-twelfth of the district's adopted budget for that fiscal year.

We further resolve that the fund may be used to pay any authorized expenditures of the Quincy Fire Protection District, and that the Chairman of the Board of Directors, the Fire Chief, or the fire district financial agent shall have authority to make disbursements from the fund.

BE IT RESOLVED that the Board of Directors of the Quincy Fire Protection District hereby approves the establishment of a revolving fund in accordance with Government Code Section 53952(b).

The foregoing resolution was introduced by Director John Mansell who moved its adoption, and seconded by Director Andrew Ryback and adopted on a roll call vote by the following vote:

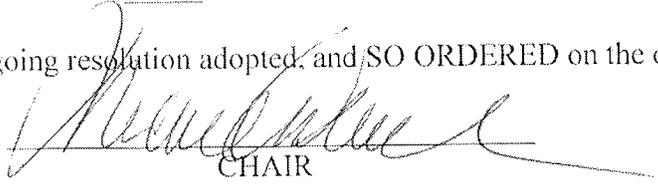
Director/Chairman Michael Taborski Aye

Director/Treasurer Andrew Ryback Aye

Director/Commissioner John Mansell Aye

AYES: 3 NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED on the date of January 12, 2023.

  
CHAIR

Attest: \_\_\_\_\_  
Clerk of the Board

# QUINCY FIRE PROTECTION DISTRICT

505 Lawrence Street, Quincy, CA 95971 kwhite@qfd.ca.gov (530) 283-0870 Fax: (530) 283-0897



## Resolution 2023-118-3

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE QUINCY FIRE PROTECTION DISTRICT OF PLUMAS COUNTY, STATE OF CALIFORNIA, APPOINTING AND DEFINING THE DUTIES OF A DISTRICT TREASURER, A FINANCIAL COMMITTEE AND RESPECTIVE COMPENSATION

WHEREAS, the Quincy Fire Protection District of Plumas County (hereafter referred to as "District") is a fire protection district established and existing pursuant to Health and Safety Code Sections 13800 et seq, and

WHEREAS, Health and Safety Code Section 13854 allows the District to appoint a District Treasurer other than the County Treasurer, and

WHEREAS, the District wishes to streamline the procedures for paying the obligations of the District, including ensuring timely payment of payroll and being able to take advantage of discounts for early payment for goods and services, and

WHEREAS, the District desires to establish a Finance Committee so to assist and oversee the newly established District Treasurer in the payment of District obligations, and

WHEREAS, the Board of Directors desires to establish procedures for the review, approval and payment of obligations of the District,

NOW, THEREFORE, IT BE RESOLVED as follows:

#### **I. District Treasurer.**

- A. Commencing April 1, 2023, there shall be created the position of District Treasurer. Said District Treasurer shall be the Fire Chief of the District.
- B. The District Treasurer shall be bonded by the District for the faithful performance of their duties. The amount of bond shall be \$100,000.00, or 10% of the total amount of the District's final budget for the preceding fiscal year, whichever is greater. The District shall pay the premiums for the bond.
- C. The District Treasurer shall receive no compensation for performing the duties of the District Treasurer.
- D. The District Treasurer shall keep and maintain or cause to be kept and maintained, in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the District. The District Treasurer shall further review all statements, invoices, bills or other demands for payment on the District. Any claims or demands that are pursuant to the

Government Tort Claims Act (Government Code Sections 900 et seq.) or that are litigation matters shall be reviewed by the District Treasurer or the Treasurer's designee to determine if the demand for payment is in proper form and should be paid. The District Treasurer shall, from time to time, oversee the preparation of reports on all such demands and present said report to the Finance Committee.

## 2. Finance Committee.

- A. Commencing on April 1, 2023 there shall be established a Finance Committee for the District. The committee shall be comprised of three members of the District Board. The three members shall be selected by a majority vote of the Board, said vote to be held pursuant to a motion before the Board. Each member shall affirmatively accept each appointment. Each member shall serve at the pleasure of a majority of the Board. No member of the Finance Committee shall receive any compensation for carrying out their duties on the Finance Committee.
- B. Each member of the Finance Committee shall be bonded to and by the District for the faithful performance of their duties. The amount of the bond shall be \$100,000.00 or 10% of the total amount of the District's final budget for the preceding fiscal year, whichever is greater. The District shall pay the premiums on the bonds.
- C. The Finance Committee shall hold regular meetings, at least quarterly, either directly prior to the regular Board meeting or as part of the Board meeting. Said meeting of the Finance Committee shall be held at the same place as the meeting of the Board of Directors of the District. Special meetings may be held, and all meetings shall be held pursuant to all provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq. A special meeting may be called by two members of the Finance Committee, or a member of the Finance Committee and the District Treasurer.
- D. The Finance Committee shall report all of its actions to the District Board. Additional reports that have been demanded by a majority of the District Board shall be prepared and presented to the District Board.

## 3. Payment of Obligations.

- A. There shall be established one or more District bank accounts, all such accounts requiring the signature of any two of the following persons: members of the Finance Committee and/or the District Treasurer.
- B. Payments shall be made from time to time, and as needed in order to ensure the timely payments of the District's obligations.

The foregoing resolution was introduced by Director Andrew Rybeck who moved its adoption, and seconded by Director John Maxwell, and adopted on a roll call vote by the following vote:

Director/Chairman Michael Taborski Ayes

Director/Treasurer Andrew Ryback Ayes

Director/Commissioner John Mansell Ayes

AYES: 3 NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED on January 12, 2023.

Attest: [Signature]  
Clerk of the Board

[Signature]  
CHAIRMAN



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nancy Selvage, Director of Human Resources  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Adopt a RESOLUTION to amend the Fiscal Year 2022-2023 pay schedule to increase the base wages to \$41.05 for the Plumas County Undersheriff; approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation**

**Background and Discussion**

**Action:**

**Attachments:**

1. No-reply HR Copier\_20230320\_121420

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 20, 2023

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
APRIL 4, 2023

**RE:** APPROVE RESOLUTION FOR UNDERSHERIFF BASE  
WAGE INCREASE AND NEW PAY SCHEDULE.

---

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

Approve the attached resolution approving updated pay schedule for the Undersheriff position. As the Human Resources Director, I am recommending a new base wage adjustment of \$41.05 per hour.

## **BACKGROUND AND DISCUSSIONS**

The position of the Undersheriff is an "At Will" contracted position for the Sheriff department. The employment agreement references "CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads." It is this contract language that is the reason to bring this wage adjustment forward. The department heads did not receive a COLA, but there was an entire reassessment/restructure of department heads wages. I think there is an assumption, that all department head positions received the survey "average" results which is not true and they didn't receive a COLA at the same percentage across the positions. This realignment of department head pay schedules was necessary to have competitive wages for these positions. The County had lost 14 department head level positions in one year, making this extremely difficult to refill positions as well as attract current department heads to stay on with the County. The current Undersheriff and Sheriff believe the Undersheriff position should be treated the same as the department heads pay schedule adjustments.

On request, the Human Resources department completed a wage survey for the Undersheriff position. Exhibit A outlines these results, which were shared with the Sheriff. Based on the Sheriff's current wage and the survey results, I recommended the scenario of a new base wage of \$41.05 per hour for the Undersheriff position. If the Sheriff would like to use a different base wage from the survey as a recommendation to the Board of Supervisors, he can make that recommendation to the Board. Sheriff Johns

wanted to move the recommendation forward using the average from the survey results which was \$53.93 an hour for the Undersheriff position. I can not recommend this wage because it does not allow enough variance between the Sheriff and Undersheriff positions base wages.

The current Undersheriff position has a base wage of \$34.21 and a new base wage for this position of \$41.05 is a 20% increase from the base wage. I recommend this base wage for the Board to consider.

Thank you for your time and consideration.

Attachments:

Resolution:

- Exhibit A: Ten County Survey
- Exhibit B: Current approved Undersheriff pay schedule.
- Exhibit C: Base wage pay schedule for \$41.05 an hour.
- Exhibit D: Elected Officials pay schedule.

**RESOLUTION NO: 2023-\_\_\_\_\_**

**RESOLUTION TO AMEND FISCAL YEAR 2022-2023 PAY SCHEDULE TO INCREASE THE BASE WAGES TO \$41.05 FOR PLUMAS COUNTY UNDERSHERIFF**

**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 Plumas County's Pay Schedule; and

**WHEREAS**, this Pay Schedule increase the base hourly rate for the Undersheriff is necessary for the position; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2022-2023 Pay Schedule; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment Pay Schedule for Undersheriff Contract Position, Fiscal Year 2022-2023 to reflect the following:

Undersheriff classification Pay Schedule from a base wage of \$34.21 to \$41.05 an hour.

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 4rd day of April 2023, by the following vote:

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

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk, Board of Supervisors

Exhibit A

COUNTY	Undersheriff / Assistant Sheriff
Amador	\$74.00
Calaveras	\$58.62
Colusa	\$50.24
Del Norte	\$39.59
Glenn	\$40.81
Inyo	\$47.19
Lassen	\$46.81
San Benito	\$55.21
Tehama	\$55.71
Tuolumne	\$64.01
<b>AVERAGE</b>	<b>\$53.22</b>
<b>PLUMAS</b>	<b>\$34.21</b>

# Exhibit B

## County of Plumas Pay Schedule

Effective as of 08/16/2022 per Board of Supervisors Resolution Number 2022-8723; revised as of 12/13/2022 per Res. No. 2022-8753  
and 01/01/2023 per the 2023 California Minimum Wage Increase, and adopted by the Board as of 01/03/2023 per Resolution Number 2023-8756

### UNDERSHERIFF

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
UNDERSHERIFF	\$34.21	\$35.93	\$37.73	\$39.62	\$41.61	\$43.70	\$45.89	\$48.19	\$50.60	\$53.13

# Exhibit C

Undersheriff Base wage recommended adjustment:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Undersheriff	\$41.05	\$43.10	\$45.26	\$47.52	\$49.90	\$52.39	\$55.01	\$57.76	\$60.65	\$63.68

# Exhibit D

## County of Plumas Pay Schedule

Effective as of 08/16/2022 per Board of Supervisors Resolution Number 2022-8723; revised as of 12/13/2022 per Res. No. 2022-8753  
and 01/01/2023 per the 2023 California Minimum Wage Increase, and adopted by the Board as of 01/03/2023 per Resolution Number 2023-8756

### ELECTED OFFICIALS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSESSOR	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35
AUDITOR/CONTROLLER	\$43.96	\$0.00	\$0.00	\$0.00	\$0.00	\$46.17	\$48.47	\$50.90	\$53.44	\$56.12
BOARD OF SUPERVISORS-CPI 2014	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$24.35	\$25.56	\$26.84	\$28.19
BOARD OF SUPERVISORS-CPI 2018	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-NON PERS	\$30.36	\$0.00	\$0.00	\$0.00	\$0.00	\$31.87	\$33.47	\$35.14	\$36.90	\$38.74
BOARD OF SUPERVISORS-PERSABLE	\$28.38	\$0.00	\$0.00	\$0.00	\$0.00	\$29.80	\$31.29	\$32.85	\$34.50	\$36.22
CLERK-RECORDER	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35
DISTRICT ATTORNEY	\$78.16	\$0.00	\$0.00	\$0.00	\$0.00	\$82.07	\$86.17	\$90.48	\$95.00	\$99.76
SHERIFF/CORONER	\$54.21	\$0.00	\$0.00	\$0.00	\$0.00	\$56.93	\$59.77	\$62.76	\$65.89	\$69.19
TREASURER/TAX COLLECTOR	\$42.58	\$0.00	\$0.00	\$0.00	\$0.00	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nancy Selvage, Director of Human Resources  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Adopt a RESOLUTION to approve the updated Employee Background Investigation Policy per Internal Revenue Service (IRS) Publication 1075; approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation**

**Background and Discussion**

**Action:**

**Attachments:**

1. No-reply HR Copier\_20230324\_084226

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 23, 2023

**TO:** The Honorable Board of Supervisors

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

**SUBJECT: ADOPT RESOLUTION TO APPROVE EMPLOYEE UPDATED  
BACKGROUND INVESTIGATION POLICY PER INTERNAL  
REVENUE SERVICES (IRS) PUBLICATION 1075**

**RE: APPROVE AND ADOPT UPDATED EMPLOYEE  
BACKGROUND INVESTIGATIONS POLICY AS REQUIRED  
UNDER IRS PUBLICATION 1075**

---

**Recommendation:**

IRS Publication 1075 recently updated the required Background Investigations Policy the County Board of Supervisors approved on 1/14/2020. The original policy stated that **reinvestigations** will be conducted within ten (10) years from the completion of the first background check. The new updated directive is that **reinvestigations** will now be conducted within five (5) years from the employee's anniversary date.

Exhibit A includes the job classifications with access to Federal Tax Information (FTI) – Pub 1075. The two (2) departments directly affected by the Background Investigation Requirements- IRS Publication 1075 are the Social Services and Child Supportive Services departments. I have attached Exhibit A which list all the job classifications for these two departments that are included in this policy update.

I have conducted a meet and confer with Operating Engineers, Local #3 and they have no objections to the attached updated Background Investigations Policy. Therefore, I am requesting the attached Resolution adopting the updated policy is ready for the Board's consideration and approval.

Thank you for your consideration.

**ADOPT RESOLUTION TO APPROVE UPDATED EMPLOYEE BACKGROUND INVESTIGATION POLICY PER INTERNAL REVENUE SERVICES (IRS) PUBLICATION 1075**

**WHEREAS**, during the Fiscal Year needs may arise to Adopt new County Policies; and

**WHEREAS**, in accordance with Internal Revenue Services (IRS) Publication 1075, prospective and current Local Child Support Agencies (LCSA) employees, contractors, subcontractors, volunteers and agents who have access to Federal Tax Information (FTI) must undergo a background investigation prior to having access to FTI; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director and County Counsel and we are now requesting the Board of Supervisor to approve and adopt the updated Background Investigation Policy; and

**WHEREAS**, the County of Plumas has met its meet and confer obligation with Operating Engineers Local #3 bargaining unit of which these job classifications are included in this updated policy.

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

Adopt this Resolution approving updated Background Investigation Policy according to IRS Publication 1075 requiring reinvestigations every five (5) years based on employee's anniversary dates.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4<sup>th</sup> day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

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

# PLUMAS COUNTY BACKGROUND INVESTIGATIONS POLICY

## INFORMATION SECURITY

### BACKGROUND INVESTIGATION REQUIREMENTS – ACCESS TO CONFIDENTIAL INFORMATION

#### POLICY BACKGROUND

In accordance with Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies* (Publication 1075), County of Plumas employees who have access to Federal Tax Information (FTI) must undergo a background investigation prior to being permitted access to FTI, which includes a criminal history screening and citizenship/residency validation. A background check will be initiated for new hires once a conditional offer of employment is made to a candidate. Individuals with access to FTI must undergo reinvestigation at least every five (5) years.

#### APPLICABILITY

This Policy is applicable to all current and prospective employees, volunteers, agents, contractors, and subcontractors of Plumas County having access to FTI in the following departments and/or roles as identified by the County in the attached Exhibit A, which by this reference is incorporated herein, as may be amended:

1. All current and prospective employees of the Plumas County Department of Child Support, as outlined in attached Exhibit A, as updated from time to time.
2. All current and prospective employees of Plumas County Department of Social Services as outlined in attached Exhibit A, as updated from time to time.
3. All current or prospective employees of the Plumas County Public Guardian as outlined in attached Exhibit A, as updated from time to time.

#### REFERENCES AND/OR AUTHORITY

- IRS Publication 1075
- 26 United States Code (U.S.C.) § 6103
- Family Code § 17202
- Government Code §§ 1044, 12952, 19572, and 18935
- Labor Code § 432.7
- Title 2, California Code of Regulations (CCR) §§ 11017 and 11017.1

- State Personnel Board Rule 172
- Penal Code § 11105(b)
- Equal Employment Opportunity Commission (EEOC) Enforcement Guidance 915.002

## DEFINITIONS

TERM	DEFINITION
Federal Tax Information	Includes tax returns or return information received directly from IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, Centers for Medicare and Medicaid Services, or another entity acting on behalf of IRS pursuant to Internal Revenue Code (IRC) Section 6103(p)(2)(B).
Access to FTI	All individuals who have access to FTI to perform their official duties and as authorized under the IRC. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform their official duties and for the purposes listed in IRC Section 6103.
Unauthorized Access	Unauthorized access occurs when an entity or individual knowingly or due to gross negligence receives or has access to FTI without authority, as defined in IRC Section 6103.
Criminal History Screening	Includes a review of Federal Bureau of Investigation (FBI) fingerprint results through the State Identification Bureau (California Department of Justice [DOJ]) to identify suitability for employment, and a check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last five (5) years prior to the investigation.
Citizenship/Residency Validation	Validation of an individual's eligibility to legally work in the United States using the United States Citizenship and Immigration Services (USCIS) Form I-9 and USCIS E-Verify System. This requirement applies to employment candidates only.
Custodian of Records	Individual designated by an agency as responsible for the hiring decisions, the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves

	as the primary contact for DOJ for any related issues.
Reinvestigation	Includes a redetermination of the criminal history screening, based on new information obtained since the last screening, including local arrest information if the employee has lived, worked, or attended school in another state/county. At a minimum, reinvestigations will occur within 10 years from the date of the previous investigation. Subsequent arrest notifications shall be requested as required under Government Code Section 1044(d).
<b>TERM</b>	<b>DEFINITION</b>
Criminal History Information	Information obtained through the screening process, excluding criminal history prohibited for consideration by state and federal statutes, rules, and regulations (e.g. conviction judicially dismissed).
E-Verify	A USCIS internet-based system that compares information from Employment Eligibility Verification (Form I-9) to government records to confirm an individual is authorized to work in the US.
Internal Revenue Service Office of Safeguards	United States federal agency responsible for ensuring that federal, state and local agencies receiving FTI protect it as if the information remained in IRS's hands.
Department of Justice	State agency mandated to maintain the statewide criminal record repository for the State of California.

## DEFINITIONS

### Access to FTI

Includes individuals who require access to FTI to perform their official duties and as authorized under 26 U.S. Code Section 6103. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform his/her official duties and for purposes listed in U.C. Code section 6103.

### Direct Access to FTI

FTI includes tax return or return information received directly from the IRS or obtained through an authorized secondary source, such as the Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS) Centers for Medicare and Medicaid Services (CMS), or other entity acting on behalf of the IRS pursuant to an IRC 6103 Agreement.

FTI access also includes, but is not limited to, the IRS Asset and Beneficiary Earnings Exchange Record (BEER) matches produced as part of the Income and Eligibility Verification System (IEVS), the Child Support Enforcement (CSE) system access, hard

copy documents, reports, forms, and any other paper or electronic media that contains FTI.

## **PROCEDURES AND/OR GUIDELINES**

Plumas County is responsible for identifying each position that provides individuals with access to FTI. Identified individuals must undergo and pass a background investigation prior to being permitted access to FTI and are subject to reinvestigation every five (5) years thereafter.

The minimum requirements of the background investigation include:

- Review of FBI fingerprint results that include criminal history in all 50 states (FD-258).
- Review of California Department of Justice (DOJ) fingerprint results.
- Check of local Law Enforcement (LE) agencies where the subject of the background investigation has lived, worked, and/or attended school outside of California for any portion of the last five (5) years.
- Reinvestigate each individual with access to FTI within five (5) years from the date of the previous background investigation.

Validation of citizenship/residency for employment candidates shall include the following:

- Validate citizenship/residency to confirm the subject's eligibility to legally work in the United State.
- Utilization of Form I-9 and supporting documents.
  - Within three days of completion of Form I-9, verify employment status through the E-Verify System.
- Ongoing monitoring for expired employment eligibility, if applicable.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations and applicable California Labor Code provisions.

Fingerprint and criminal conviction history screening must be reflected on each position duty statement and job posting/announcement for each position with access to FTI.

Individuals who do not successfully pass the background investigation shall not be permitted to hold a position with access to FTI.

All offers of employment and work assignments are conditional pending successful completion of the policy requirements.

### **Process**

1. Plumas County Department Heads will track all investigation and reinvestigation dates concerning their employees, beginning with the original new-hire background completion date, and will monitor the dates to determine when reinvestigation must be initiated.
  - a. This information will be contained in the County's employee's tracking system once available.
  - b. Access to this folder is limited to the Department Head of those Plumas County Department(s) which routinely handle FTI, Human Resources (HR) Director and County Counsel or designee.

2. Background investigation for new-hires will be conducted only after a conditional offer of employment has been made to a candidate by Plumas County.
3. Background checks for current employees will be conducted within sixty days of implementation of this policy.
4. Background reinvestigation will be conducted within five (5) years, at a minimum, from completion of the first background and may occur sooner to more effectively facilitate coordination of multiple reinvestigations. Reinvestigations will occur every five (5) years on the employee's anniversary date thereafter.
5. Once Plumas County Department Heads determines which individuals must be reinvestigated, the individual employee will be provided the *Release and Authorization* form, and the *Personal History Statement* paperwork.
  - a. The employee will have seven (7) calendar days to sign the *Release and Authorization* form, and submit the completed *Personal History Statement* and *Release* form to HR in a sealed envelope addressed to the HR Custodian of Records.

### **LiveScan Fingerprints**

6. The individual will be provided a *LiveScan* form for fingerprint screening through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI).
  - a. The individual must complete the center section of the form with name, address, and other identifying information at the HR office.
  - b. *LiveScan* fingerprint screening can be conducted by the Plumas County Sheriff's Office or other designated location.
  - c. The individual must bring the original *LiveScan* form and photo identification to the fingerprint appointment.
  - d. Employees will be given County time to have fingerprints taken.
  - e. Cost of fingerprinting will be paid by the Plumas County Department which employs the employee.
7. Plumas County Human Resources Department is the designated receiver for Plumas County DOJ/FBI *LiveScan* results.
  - a. DOJ/FBI is a comprehensive record of all reported convictions.
  - b. Clear Results: HR Custodian of Records will send an email to the department head when individual's fingerprints come back clear with no reported arrests or convictions. Results are usually received within one week.
  - c. Delayed Results: HR Custodian of Records will send an email to the department head if there is a "delay" in receiving the fingerprint results. This happens occasionally with the DOJ and is usually related to the volume of fingerprint requests it receives. Sometimes the delay can take several weeks.

HR must not request follow up with DOJ unless the request is delayed for thirty (30) days or more.

- d. Results indicating a "hit": If there is a "hit" on the DOJ/FBI prints, HR Custodian of Record sends an email to the department head advising of this.
- e. The department head will call HR to receive the information verbally – no hardcopy print out or report from DOJ/FBI is provided to the department head.
- f. HR Custodian of Records will only provide conviction information to the department head.
- g. When information is received, conviction information will be documented in either the individual's personnel file or recruitment file.

#### Personal History Statement and Check of Local Law Enforcement Agencies

8. Using the information disclosed in the *Personal History Statement*, HR will request information from local law enforcement agencies where the individual has lived, worked, and/or attended school in the last five (5) years, and, if applicable, the appropriate agency for any identified arrest and/or convictions, whether misdemeanor or felony.
  - a. A *Request for Information* will be sent to the identified law enforcement agency, along with a copy of the individual's *Release and Authorization* form.
  - b. A postage paid return envelope will be included and marked: CONFIDENTIAL – ATTENTION PLUMAS COUNTY HUMAN RESOURCES.
  - c. Return of requested information from law enforcement agencies will be monitored within thirty (30) days.
  - d. If HR is waiting for arrest/conviction information and has not received a response in thirty (30) days, a second request letter for information will be sent.
  - e. If no information is received after an additional fifteen (15) days, HR will place a follow-up telephone call to the law enforcement agency.
  - f. If no information is received after forty-five (45) days from the date of the first request, HR will consider this a good faith effort to obtain arrest/conviction information.
  - g. All information received from law enforcement agencies will be included in the background file for review and consideration during the individual assessment of the criminal history.

#### Individual Assessment of Criminal History

9. Criminal history screening for background investigation renewal purposes will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations, and applicable California Labor Code provisions, as amended.
  - a. HR will complete the *Individual Assessment of Applicant's Criminal History* form.
  - b. No criminal history: If the individual has no arrest or conviction history based on inquiries made to obtain such information, this will be noted on the form and a copy of the form will be given to PCDCSS Director to review.

- i. The individual will be advised in writing within five (5) business days that a reinvestigation background was completed and passed.
- c. Criminal history: All arrest and conviction information disclosed by the individual, received from law enforcement agencies, or reported on DOJ/FBI printout will be maintained by HR Custodian of Record.
- d. Arrests and conviction will be individually assessed by the Department Director to determine which offense(s) fall within the disqualification criteria (Examples of unacceptable criminal activity pursuant to State DCSS Policy include, but are not limited to, Fraud (welfare, insurance, financial, theft, bribery; Misuse of Data; Inappropriate Access of Data; Theft; Burglary.)
- e. The Department Director will consider the nature and gravity of the offense or conduct; the time that has passed since the offense or conduct occurred; and/or completion of the sentence; and the nature of the job held or sought. The basis for denial of a background must be job-related and consistent with business necessity.
- f. Individuals whose criminal history screening results in arrest(s) or conviction(s) will be notified within five (5) business days. Individuals will have the opportunity to provide additional information within five (5) business days of being notified by HR. HR will consider a reasonable extension of time for the individual to provide supporting information regarding an arrest or conviction.

## **CRITERIA FOR WITHDRAWAL OF EMPLOYMENT OFFER OR INTIATION OF DISQUALIFICATION PROCEEDINGS**

### Disqualification Criteria

The felony and misdemeanor crimes listed below are offenses that may render any individual's background unsuitable for employment in positions that have access to FTI and do not attempt to specify every unacceptable criminal activity or questionable background.

- Fraud: welfare, insurance, financial, theft, or bribery
- Misuse of data
- Inappropriate access to data
- Theft/Burglary
- Other crimes of moral turpitude

Criminal background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity. The factors that are relevant in assessing whether an exclusion is job related for the position in question and consistent with business necessity are:

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense or conduct and/or completion of the sentence; and
- The nature of the job held or sought.

Individuals subject to criminal history screening will have the opportunity to provide additional information within five (5) business days of notice in the event the background investigation results in an unfavorable outcome or requires clarification. An employee whose classification is represented by a labor organization may request representation when providing additional information regarding arrests or convictions. Discrepancies in information provided in the Personal History Statement and the results of the investigation may be clarified by the applicant. Final decisions resulting in a denial of employment will be provided in a written statement of reason for denial with instructions for appeal. Time frames will be in accordance with existing laws, rules, and regulations.

With respect to employees, the use of information received as a result of the requires subsequent 5-year reinvestigation of employees is limited to convictions that will disqualify an individual from accessing or having access to FTI in the course and scope of their employment. The decision to initiate the disciplinary process will be based on factors that include, but are not limited to, the seriousness of the offense committed, the nature and background of the offense, the length of time which has passed since the conviction, and whether or not the facts that constituted a conviction are still a crime under current statutes and guidelines.

The decision to withdraw an employment offer (applicant) or begin the disqualification process (employee) will be done on a case-by-case basis after review of the documents and completion of the background investigation. Decisions made under this policy and in accordance with state and federal regulations and policies are final and not subject to review or appeal when pertaining to prospective employees.

If it is determined the employee is in violation of a County policy or Department Rule, the matter will be addressed using existing Plumas County Personnel Rules, Rules 16 and 18. A represented employee may request a representative of their choice, including but not limited to, a union representation as noted above.

Final decisions resulting in an adverse employment action based on arrest or conviction history will be provided in a written statement of the reason for denial and subsequent action. Employee will be entitled to all pre-discipline and post-discipline due process requirements as outlines in Plumas County Personnel Rules, Rules 16 and 18, the current Memorandum of Understanding between the County of Plumas and International Union of Operating Engineers, Local 3, and California law,

## **CITIZENSHIP/RESIDENCY VALIDATION**

All new hires for Plumas County are required to complete an I-9 to verify citizenship and residency for employment.

## **EFFECTIVE DATE**

This Policy is to remain in effect until rescinded by an executive level officer, i.e. Department Director or designee.



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** April 4, 2023

**SUBJECT:** Planning Director informational update on the release the Guidelines and Application for the Plumas County/City of Portola Economic Development (CDBG-CV2-3) Microenterprise Business Assistance and Recovery Loan Program pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act; discussion only

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**Recommendation**

Discuss release of the Guidelines and Application for the Plumas County/City of Portola Economic Development (CDBG-CV2-3) Microenterprise Business Assistance and Recovery Loan Program.

**Background and Discussion**

The State Department of Housing and Community Development (HCD) executed Grant Agreement Number 20-CDBG-CV2-3-00376 with the County in the amount of \$523,462 to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act for a Small Business Assistance Recovery Program for both unincorporated Plumas County business and City of Portola business, called the Plumas County/City of Portola Economic Development (CDBG-CV2-3) Microenterprise Business Assistance and Recovery Loan Program.

A total of \$409,462 is budgeted for microenterprise businesses, defined as a business that employs no more than five (5) employees, one or more of whom are the business owner(s). The program offers microenterprise businesses in the unincorporated areas of Plumas County and microenterprise businesses within the City of Portola city limits a one-time loan of up to \$50,0000 that may be forgiven if the business meets all requirements after a one-year period following the date of the loan agreement.

A Memorandum of Understanding (MOU) was executed on December 7, 2021 by and between the County of Plumas and the City of Portola that outlines the County will be solely responsible for administering the Program and will work with Michael Baker International, Inc. to operate the Program.

**Action:**

Discussion only.

**Attachments:**

None



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Zachary Gately, Grant Manager  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Adopt RESOLUTION approving the applicant to apply for grant funds from the state of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds and appoints the County Administrative Officer as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project; approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation**

Adopt RESOLUTION approving the applicant to apply for grant for the state of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds and appoints the County Administrative Officer as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project.

**Background and Discussion**

County of Plumas has facilitated grant funds for recreational trail work, through the partnership of Sierra Buttes Trail Stewardship and the United States Forest Service, for several years through Facility Services. This relationship has fostered productive work creating and maintaining recreational trails (motorized and non-motorized) throughout the county, benefiting its residents with an increasing number of recreation options in the area. With the CAO's Office hiring a grant manager, it was put forward to transfer the grant management to the CAO's office.

For this round, the funds will be used to maintain 79 miles of trails for "green sticker" vehicles, including replacing signage, installation of fencing to define trails, and continued cultural and environmental monitoring. Grant amount is \$215,722.00.

Resolution has been approved to form by County Council.

**Action:**

Adopt RESOLUTION approving the applicant to apply for grant for the state of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds and appoints the County Administrative Officer as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project.

**Attachments:**

1. 23-126 Resolution FINAL

**RESOLUTION No:** 2023-  
**RESOLUTION OF THE:** BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA  
*(Title of Applicant's Governing Body)*

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California hereby:  
*(Applicant's Governing Body)*

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the (designated position) County Administrative Officer as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_  
*(Applicant's Governing Body)*

following a roll call vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

➤ \_\_\_\_\_  
*(Clerk)*



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Zachary Gately, Grant Manager  
**MEETING DATE:** April 4, 2023  
**SUBJECT:** Approve an authorized Board Chair to ratify and sign an Agreement between the County Administrative Office and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance; effective January 1, 2023; not to exceed \$215,722.00; as approved to form by County Counsel; discussion and possible action.

---

**Recommendation**

Approve an authorized Board Chair to sign agreement between County Administrative Office and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance for the 2023 calendar year.

**Background and Discussion**

SBTS is a non-profit organization and grant-funded by the state of California OHV division. Plumas County is the grant administrator and has partnered with SBT for several years. Contracts between SBTS and Plumas County are reimbursed 100% by the State of California. SBTS builds, maintains, and repairs many of the intricate trail systems in Plumas County. This one-year contract is specifically for the maintenance and improvement of 79 miles of trails in Plumas County. Though the contract is from January 1, 2023, no work has started as of yet.

**Action:**

It is recommended to approve an authorized Board Chair to sign agreement between County Administrative Office and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance for the 2023 calendar year.

**Attachments:**

1. 23-126 FINAL

**Master Agreement**  
**For the**  
**Ground Operations Project (G22-03-84-G01)**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **County Administrative Office** (hereinafter referred to as “County”), and **Sierra Buttes Trail Stewardship, a California non-profit corporation** (hereinafter referred to as “Project Partner”).

The parties agree as follows:

1. **Scope of Work.** Project Partner shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the “Work”).
2. **Compensation.** County shall pay Project Partner for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Project Partner under this Agreement shall not exceed **Two Hundred Fifteen Thousand Seven Hundred Twenty-Two** dollars and 00/100 (**\$215,722.00**) (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be January 1, 2023. All work, except for reporting and invoicing, shall be completed by no later than December 31, 2023, subject to adjustment as stated in Sections 15 and 16. County’s Board of Supervisors hereby ratifies and approves for payment, services provided by Sierra Buttes Trail Stewardship for January 1, 2023 to date of approval of this agreement.
4. **Termination.**
  - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Project Partner, if Project Partner (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Project Partner and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Project Partner, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Project Partner shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. **County’s Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Project Partner, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Project Partner shall

pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Project Partner the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Project Partner by reason of such termination.
  - d. By Project Partner. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Project Partner may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Project Partner for any Work performed prior to termination as well as the costs incurred by Project Partner by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Project Partner in writing to stop performing the Work until Project Partner corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Project Partner does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
  6. Supervision. Project Partner shall supervise and direct the Work, using Project Partner's best skill and attention. Project Partner shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Project Partner shall furnish in writing to the County the names of any subcontractors or suppliers Project Partner intends to engage in performance of the Work. Project Partner shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
  7. Labor and Materials. Unless otherwise provided in this Agreement, Project Partner shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Project Partner shall enforce strict discipline and good order among Project Partner's employees and other persons performing the Work. Project Partner shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
  8. Warranty. Project Partner warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this

Agreement. Project Partner shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Project Partner fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Project Partner shall pay the cost of such correction to the County within fifteen (15) days of Project Partner's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Project Partner shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Project Partner under this Agreement.
10. Permits and Fees. Project Partner shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Project Partner with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Project Partner shall comply with any notices issued by any government agencies having jurisdiction over the Work. Project Partner shall give any notices required by any government agencies having jurisdiction over the Work. If Project Partner performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Project Partner shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Project Partner shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Project Partner shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Project Partner shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Project Partner shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Project Partner.
16. Delays in Performance. If Project Partner is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Project Partner's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Project Partner shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Project Partner shall take reasonable precautions to prevent damage, injury, or loss to employees performing the

Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Project Partner shall promptly remedy damage and loss to property caused in whole or in part by Project Partner, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Project Partner shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Project Partner shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Project Partner and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Project Partners, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Project Partners. Proposal and Contract" shall be posted by Project Partner at a prominent place at the site of the work.
20. Legal Compliance. Project Partner 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.
21. 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.
22. 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 Project Partner 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 attorneys' 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 Project Partner or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Project Partner shall have no obligation to defend

or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Project Partner 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 thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
    - ii. All coverage available under such policy to Project Partner, as the named insured, shall also be available and applicable to the County, as the additional insured; and
    - iii. All of Project Partner’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. Project Partner’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 Project Partner’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 Project Partner 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, Project Partner 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. Project Partner shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Project Partner shall verify subcontractor's compliance.

24. Licenses and Permits. Project Partner 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 Project Partner to practice its profession and to perform its duties and obligations under this Agreement. Project Partner represents and warrants to County that Project Partner 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 Project Partner or its principals to practice its professions and to perform its duties and obligations under this Agreement.
25. Relationship of Parties. It is understood that Project Partner is not acting hereunder as an employee of the County, but solely as an independent contractor. Project Partner, 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, Project Partner has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Project Partner and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Project Partner shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Project Partner and its officers, agents, and employees.
26. Assignment. Project Partner may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Project Partner 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.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Project Partner, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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. Project Partner 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 Project Partner.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County Administrative Office  
520 Main St.  
Quincy, CA 95971  
Attention: Zachary Gately, Grant Manager

Project Partner:

Sierra Buttes Trail Stewardship  
550 Crescent St.

Quincy CA 95971  
Attention: Greg Williams, CEO

37. 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.
38. Contract Execution. Each individual executing this Agreement on behalf of Project Partner represents that he or she is fully authorized to execute and deliver this Agreement.
39. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Project Partner 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.
40. 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 Project Partner is required to verify that none of the Project Partner, 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 Project Partner 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 Project Partner 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.

41. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Project Partner 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.
42. 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 Project Partner or furnish any other consideration under this Agreement and Project Partner 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 Project Partner 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. Project Partner acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. 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 first set forth above.

**PROJECT PARTNER:**

Sierra Buttes Trail Stewardship,  
a California non-profit corporation

By: \_\_\_\_\_  
Name: Greg Williams  
Title: Executive Director  
Date:

By: \_\_\_\_\_  
Name: Kyla Pascucci  
Title: Secretary  
Date:

**COUNTY:**

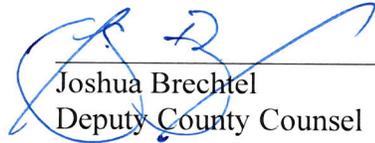
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Dwight Ceresola  
Title: Board of Supervisors  
Date:

**ATTEST:**

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

Approved as to form:

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

3/20/2023

## **EXHIBIT A**

### **Scope of Work**

1. The Project is to provide Off-Highway Vehicle (OHV) related Ground Operations activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of USFS Plumas National Forest. This includes:
  - Maintain approximately seventy-nine (79) miles/acres of trails/road maintenance for “Green Sticker” vehicles. Activities include but are not limited to: Erosion control, removal of fallen trees, culverts.
  - Replace OHV related carbonate signage.
  - Installation of fencing in order to define the OHV trails by using native rocks, timber and earth found on site.
  - Continued environmental and cultural monitoring, including but not limited to: G-Y-R and soil condition monitoring, wet weather monitoring, HMP monitoring, and hazard tree/vegetation monitoring.
  - Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

**EXHIBIT A-3**

**State Project Agreement**

See attached.

### PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G22-03-84-G01      PROJECT TYPE: Ground Operations

GRANTEE: Plumas County

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **01/01/2023** THROUGH **12/31/2023**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$215,722.00** (Two Hundred Fifteen Thousand Seven Hundred Twenty Two and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

#### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-34-030		SUPPLIER ID NUMBER: 0000004988		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 215,722.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

*I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.*

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

<b>APPLICANT NAME :</b>	Plumas County		
<b>PROJECT TITLE :</b>	Ground Operations	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-84-G01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related Ground Operations activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of USFS Plumas National Forest.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>The Grantee shall conform to the USFS Plumas National Forest Habitat Management Plan (HMP) and Soils Conservation Plan. A Soil Compliance Report and the results of the HMP shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p>Project Deliverables</p> <ol style="list-style-type: none"> <li>1. Trail/Road Maintenance           <ul style="list-style-type: none"> <li>• Maintain approximately seventy-nine (79) miles/acres of trails/road maintenance for "Green Sticker" vehicles. Activities include but are not limited to: Erosion control, removal of fallen trees, culverts.</li> </ul> </li> <li>2. Signing           <ul style="list-style-type: none"> <li>• Replacement of OHV-related carbonate signage.</li> </ul> </li> <li>3. Fencing/Barriers           <ul style="list-style-type: none"> <li>• Installation of fencing in order to define the OHV trails by using native rocks, timber, and earth found on site.</li> </ul> </li> <li>4. Environmental/Cultural Requirements           <ul style="list-style-type: none"> <li>• Activities include but are not limited to: G-Y-R and soil condition monitoring, wet weather monitoring, HMP monitoring, and hazard tree/vegetation monitoring.</li> </ul> </li> </ol>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Staff</b>					
1. Staff-OHV Manager	60.0000	40.000	HRS	2,400.00	2,400.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Notes : OHV Grant                      Manager coordinates on the ground projects between land manager and contractor.                      Conducts site visits of project sites to confirm project competition and is upheld to USFS standards. Officer works directly with SBTS Trail Crew Supervisor to identify trail work sites and direct the type of work to be performed.                      Position works with SBTS Volunteer Coordinator to help manage and educate volunteers on organized trail workdays.                      Coordinates with Plumas Forest specialists and SBTS Trail Crew Supervisor to ensure no cultural or natural resources are being damaged by OHV use or trail maintenance.                      Responsible for project and soil monitoring, and ensuring trail work is done to meet Forest Service standards</p>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Total</b>	<b>Grant Req.</b>	<b>Match</b>
2. Staff-Super Volunteers Notes : Quincy Super Volunteers provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>	200.000 0	33.610	HRS	6,722.00	0.00	6,722.00
3. Staff-Indian Valley and Quincy Rotary Clubs Notes : The local Rotary has been involved with the project for the past 7 years and has provided past financial support of trail projects. Rotary Volunteers provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector	100.000 0	33.610	HRS	3,361.00	0.00	3,361.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>						
4. Staff-Feather River College Notes : Feather River College will provide volunteer labor towards the completion of the maintenance project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>	130.000 0	33.610	HRS	4,369.00	0.00	4,369.00
5. Staff-Plumas Charter School Notes : Plumas Charter School will provide volunteers through their service semester component. Student volunteers will be able to work together, problem solve, support their own learning objectives, and learn the value of service while volunteering on the	130.000 0	33.610	HRS	4,369.00	0.00	4,369.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	project. Plumas Charter volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>						
	6. Staff-Nor Cal Stewardship Camp Notes : Trail Stewardship Camp partners with Feather River College (FRC), Outdoor Recreation Leadership Program and Oakland Camp to run a week long program for high school students. Participants work alongside SBTS professional crew and FRC Recreation Staff to learn trail building techniques, perform trail maintenance, provide service to their public lands and earn college credits at FRC through the SBTS Trail Builder Curriculum. Participants will brush, re-bench, install	130.000 0	33.610	HRS	4,369.00	0.00	4,369.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
drainage features and perform other trail maintenance duties on the Mt Hough Trail System. Only hours on project site will be submitted as match to CA OHV. Oakland Camp, based in Quincy, provides lodging and meals for participants. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>						
7. Staff-Adopt-A-Trail Partners Patagonia Notes : Mikes Bikes is an Adopt-A-Trail partner for the Indian Falls Ridge trail. Volunteers will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsect">https://independentsect</a>	110.000 0	33.610	HRS	3,697.00	0.00	3,697.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
or.org/resource/vovt_details/						
8. Staff-Adopt- A Trail Partner Shimano Notes : Adopt a Trail partner, Shimano Corporation will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>	110.000 0	33.610	HRS	3,697.00	0.00	3,697.00
9. Staff-Adopt- A Trail Partner Klean Kanteen Notes : Klean Kanteen is an Adopt-A-Trail partner and will provide volunteer labor towards the project. Klean Kanteen is based in Chico, CA and sends staff members up to volunteer and enjoy trails. Volunteers will brush trails, repair damaged tread and install drainage features.	110.000 0	33.610	HRS	3,697.00	0.00	3,697.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>						
10. Staff-TAY Notes : TAY will provide volunteer labor towards the project. Starting in June TAY volunteers weekly for project until November. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>	180.000  0	33.610	HRS	6,050.00	0.00	6,050.00
11. Staff-Adventure Monkeys Notes : Adventure Monkeys will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is	72.0000	33.610	HRS	2,420.00	0.00	2,420.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
\$33.61/hour as stated by Independent Sector at <a href="https://independentsector.org/resource/vovt_details/">https://independentsector.org/resource/vovt_details/</a>						
<b>Total for Staff</b>				45,151.00	2,400.00	42,751.00
<b>2 Contracts</b>						
1. Contracts-Trail Maintenance Contract Notes : Contractor will complete project work at .50cents/foot 78.74 miles X 5280 feet X.50 cents = \$207,873.60  Sierra Buttes Trail Stewardship (SBTS) is responsible for providing a locally hired and professional trail crew to perform maintenance work to meet Forest Service specification.  Due to the rugged and remote landscape - steep side slopes (averaging 50%), rocky terrain, thickly forested corridors, heavy brush and deep root wads - trails will be maintained using hand crews and a	415747.2000	0.500	FT	207,874.00	207,874.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>mini excavator where applicable.</p> <p>SBTS Contract will work on the Mt Hough Trail System, Claremont Areas, Nelson Creek, Snake Lake and Mt Fillmore/Blue Nose areas, approximately 79 miles of trail.</p>						
<p>2. Contracts-PNF Public Service Staff Officer</p> <p>Notes : Plumas National Forest, Public Service Staff Officer.</p> <p>Responsible for ensuring project work completed on Mt Hough Trail System, Claremont, Nelson Creek, and Feather River RD meets FS standards. Coordinates projects with Plumas County and Contractor.</p>	8.0000	391.900	DAY	3,135.00	3,135.00	0.00
<p>3. Contracts-PNF Rec Staff- PERM</p> <p>Notes : Plumas National Forest, Rec Staff.</p> <p>Responsible for completing project work on on Mt Hough Trail System, Claremont, Nelson Creek, and Feather River RD in</p>	8.0000	289.100	DAY	2,313.00	2,313.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Total</b>	<b>Grant Req.</b>	<b>Match</b>
	coordination with Trails Contractor. Ensures Forest Service standards are being met by Trails Contractor. This includes log out, brushing, grooming, and installing drainage features. This is different project work than the work completed by SBTS contractor.						
<b>Total for Contracts</b>					213,322.00	213,322.00	0.00
<b>3</b>	<b>Materials / Supplies</b>						
<b>4</b>	<b>Equipment Use Expenses</b>						
	1. Equipment Use Expenses-Plumas National Forest- Vehicle Use Notes : Plumas National Forest Equipment Use. Mileage reimbursement for vehicles used on Mt Hough Trail System Claremont, Nelson Creek, Mt Fillmore trails.	362.000 0	0.575	EA	208.00	0.00	208.00
	2. Equipment Use Expenses-Excavator Use	1.0000	700.000	EA	700.00	0.00	700.00
<b>Total for Equipment Use Expenses</b>					908.00	0.00	908.00
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
Agency: Plumas County  
Application: Ground Operations**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>Total Program Expenses</b>					259,381.00	215,722.00	43,659.00
<b>TOTAL DIRECT EXPENSES</b>					259,381.00	215,722.00	43,659.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs-Indirect Costs Notes : Indirect Costs include time planning the project by Directors, office space, office supplies, travel to planning meetings,payroll, accounting costs, and other non-project based costs that are incurred by Plumas County to run this project.	1.0000	32358.000	EA	32,358.00	0.00	32,358.00
<b>Total Indirect Costs</b>					32,358.00	0.00	32,358.00
<b>TOTAL INDIRECT EXPENSES</b>					32,358.00	0.00	32,358.00
<b>TOTAL EXPENDITURES</b>					<b>291,739.00</b>	<b>215,722.00</b>	<b>76,017.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>215,722.00</b>		

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

#### C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

#### E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

#### F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

**EXHIBIT B**

**Fee Schedule**

1. Project Partner shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Project Partner shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Project Partner any portions of the reimbursement allocable to the work performed by Project Partner. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Project Partner in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of the Project Agreement, in response to a claim for reimbursement submitted for work performed by Project Partner. If the State of California denies any claim for reimbursement arising from work performed by Project Partner under this Agreement, the County shall not be liable for paying such claim to Project Partner. If County has advanced funds to Project Partner in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Project Partner shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Project Partner for performance of the Work under this Agreement. No additional amounts will be paid to Project Partner for performance of the Work except as expressly stated in this Agreement.
4. Project Partner shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Project Partner or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Project Partner, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** March 21, 2023  
**SUBJECT:** Review proposal from California State Association of Counties to use 1% of the Local Assistance and Tribal Consistency Fund allocated to Plumas County to fund the start up of the National Center for Public Lands Counties; discussion/direction to staff and/or possible action.

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**Recommendation**

Plumas County could opt out completely, contribute a different amount, or contribute the requested 1% for the development of the National Center for Public Lands Counties. We are recommending that Plumas County Board of Supervisors approve a one-time contribution of \$20,000.00.

**Background and Discussion**

The National Association of Counties (NACo) and the Western Interstate Regions (WIR) Boards of Directors has established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous United States. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles. Counties know that telling our stories is our most powerful tool in bringing resources and attention to our communities. CSAC is working with NACo to ensure that the Center appropriately emphasizes the importance of recreation economies and does not solely focus on extraction based public lands. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report on research and progress at the annual WIR Conference.

To fund this once-in-a-generation opportunity, NACo is requesting counties make a one-time contribution to get the Center up and running. While each county may decide if and how much they would like to contribute, the requested amount is equivalent to one percent of each county's allocation under the Local Assistance and Tribal Consistency Fund (LATCF), which was awarded through the American Rescue Plan Act (ARPA). County contributions will be collected through CSAC and passed along to NACo. One percent of Plumas County's allocation would be \$75,407.36.

Plumas County could opt out completely, contribute a different amount, or contribute the requested 1%.

**Action:**

It is recommended the Board of Supervisors review, discuss, provide direction to staff, and/or give possible action.

**Attachments:**

1. National Center for Public Lands Counties (002)
2. CSAC Invoice-National Center for Public Lands Counties - Invoice



**OFFICERS**

**President**

Chuck Washington  
Riverside County

**1st Vice President**

Bruce Gibson  
San Luis Obispo County

**2nd Vice President**

Jeff Griffiths  
Inyo County

**Past President**

Ed Valenzuela  
Siskiyou County



**EXECUTIVE DIRECTOR**

Graham Knaus

February 26, 2023

To: County Supervisors  
County Administrative Officers/Executive Officers

From: CSAC Officers  
Supervisor John Peters, Mono County, WIR Board Member  
Graham Knaus, CSAC CEO

**RE: National Center for Public Lands Counties**

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Please [Click Here](#) to print an invoice for your Counties' contribution amount. You will need to select your County from the drop down at the top to properly populate the invoice. We would appreciate it if your Board would consider a contribution and submit funds by April 4, 2023.

Select County Here:

Plumas County

**California State Association of Counties**

1100 K Street, Suite 101  
Sacramento, CA 95833  
(916) 327-7500  
sparmeter@counties.org



**INVOICE**

BILL TO  
Plumas County  
520 Main St. Room 309  
Quincy, CA 95971

INVOICE 2316  
DATE 3/6/2023  
TERMS Net 30  
DUE DATE 4/5/2023

DESCRIPTION	AMOUNT
NACo National Center for Public Lands Counties Contribution	\$75,407.36
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BALANCE DUE	<b>\$75,407.36</b>

Tax ID: 94-6000551

**PLEASE REMIT PAYMENT TO:**

CSAC  
Attn: Accounting  
1100 K Street, Suite 101  
Sacramento, CA 95814