



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

**DECEMBER 12, 2023 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

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. DISASTER RECOVERY OPERATIONS

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

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's financial and audit status

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. LIBRARY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Library and NewsBank Inc.-America's News-2023 Edition, which provides access to online newspapers through Plumas County Library website; effective November 1, 2023; not to exceed \$2,500.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel. [view item](#)

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2024; not to exceed \$36,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel; discussion and possible action [view item](#)

C. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorder treatment July 1, 2023 - June 30, 2024; not to exceed \$100,000.00; (No General Fund Impact) state and federal grants ; approved as to form by County Counsel. [view item](#)

D. HUMAN RESOURCES

- 1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; due to resignation; effective February 1, 2023; (General Fund Impact) as approved in FY23/24 budget. [view item](#)

3. DEPARTMENTAL MATTERS

A. OFFICE OF EMERGENCY SERVICES - Travis Goings

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1 2023; not to exceed \$25,000.00; (General Fund Impact) unbudgeted agreement; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote** [view item](#)
- 2) Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023 to June 30, 2025; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [view item](#)

B. PUBLIC HEALTH AGENCY - Dana Krinsky

- 1) **10:00 AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California an **ORDINANCE** of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel. **Roll call vote** [view item](#)

C. PROBATION - Keevin Allred

- 1) Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2023-2024, as submitted and recommended; (No General Fund Impact). **Roll Call Vote** [view item](#)

D. COUNTY COUNSEL - Sara James

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote** [view item](#)

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out); general fund impact re-imbursement; reviewed and approved by Auditor Controller. **Four/Fifths roll call Vote** [view item](#)

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Rebecca Herrin to the Greenhorn Community Services District Board for a term of (1) one year, as recommended. [view item](#)
- 2) Appoint David Price to the Chester Cemetery District Board of Directors, for a term of (4) years, as recommended. [view item](#)
- 3) Appoint Stephen Tange to the Grizzly Ranch Community Services District for a term of two (2) years, as recommended. [view item](#)

B. CORRESPONDENCE

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee 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 – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC; OAH 2021010772
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (1 case) of Government Code Section 54956.9 [view item](#)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, December 19, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon McKay, County Librarian

MEETING DATE: December 12, 2023

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Library and NewsBank Inc.-America's News-2023 Edition, which provides access to online newspapers through Plumas County Library website; effective November 1, 2023; not to exceed \$2,500.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Library and NewsBank Inc.-America's News-2023 Edition, which provides access to online newspapers through Plumas County Library website; effective November 1, 2023

Background and Discussion:

Over the last several years, physical newspapers such as the Reno Gazette-Journal, San Francisco Chronicle, and Feather River Bulletin have either stopped allowing our library to continue with their subscriptions or are no longer printing. Most newspapers do not have a set-up to allow more than one user to access their digital content either. Currently, we are only able to offer patrons the New York Times (current and archives) through a subscription purchased by the CA State Library. This is a well-received subscription; last fiscal year (July 1 2022 – June 30 2023) we averaged 390 sessions per month, a 23% increase from the fiscal year before that. We often receive requests from patrons for additional newspaper resources.

With NewsBank, we would be applying for the "America's News" subscription, which has current content and archives relating back to the 1980s from more than 3,700 U.S. news sources. This is one of the most comprehensive domestic news resources available and includes newspapers we used to get print versions of like the Sacramento Bee and San Francisco Chronicle, as well as newspapers from neighboring counties like Siskiyou, Lassen, and so on. The database is set up so users can access it with their library card.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Library and NewsBank Inc.-America's News-2023 Edition, which provides access to online newspapers through the Plumas County Library website; effective November 1, 2023

Fiscal Impact:

General fund Impact - as approved in FY23/24 budget, \$2,095 of the contract amount for this database is being provided by Friends of the Library.

Attachments:

1. Master Purchase Agreement-NewsBank

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: November 15, 2023

Vendor: NewsBank Inc
397 Main Street, PO Box 1130
Chester, VT 05143
Tel: 800-243-7694

County: County of Plumas
Department of Library
445 Jackson St
Quincy, CA 95971
Tel: 530-283-6575

Description: Purchase of NewsBank Inc – America's News – 2023 Edition as identified in the invoice attached to PA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed Two Thousand, Five Hundred Dollars (\$2,500)

Term: Agreement shall commence on November 1, 2023 and shall terminate on December 1, 2024 unless the Contract is terminated earlier.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

I understand and agree to the terms set forth above and those contained in the License Agreement which is attached as Exhibit B hereto and incorporated herein by this reference.

VENDOR:

By: _____
John McDowell
Senior Vice President

By: _____
Mary-Ann Delaney
CFO

COUNTY:

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

By: _____
Greg Hagwood
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____

Allen Hiskey, Clerk of the Board of Supervisors
Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

11/15/2023

EXHIBIT A



397 Main Street, PO Box 1130
Chester, VT 05143
Toll Free: (800) 243-7694
Fax: (802) 875-2904
custservice@newsbank.com

Invoice Number: 553003
Customer Number: 53138 NB

Bill to: 53138 Plumas County Library 445 Jackson St Quincy CA 95971	Ship to: 53138 Plumas County Library 445 Jackson St Quincy CA 95971
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Invoice Date 31 OCT 2023	Terms NET 30 DAYS	Ship Via Internet
Due Date 30 NOV 2023	Salesperson Ashley Redding	Purchase Order Number
Description	Quantity	Amount
Annual Subscription November 2023 - October 2024 - America's News - 2023 Edition	1	2495.00

Federal Tax ID: 06-1084869 • An Equal Opportunity Employer • Currency: USD

The NewsBank license agreement(s) and/or any terms of use provided by NewsBank governs the terms and conditions of use regarding the NewsBank product(s) identified in the invoices issued by NewsBank from time to time. The terms of any document issued by a customer inconsistent with the terms of the NewsBank license agreement(s) and/or any terms of use provided by NewsBank shall not become binding on NewsBank.



NewsBank License Agreement for Subscription & Perpetual License Sales

1. Parties, Acceptance, Master Terms for all Products

- a. This license agreement ("License") is between the institution named below, as licensee ("Customer") and NewsBank, inc., a Delaware corporation having its principal place of business at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 ("NewsBank"), as licensor. This License shall become effective when NewsBank receives a copy of this License signed by Customer (the "Effective Date") and shall also apply from the time when Customer first received access to any Product regardless of date. For purposes of this License, delivery includes either shipment of physical goods or access by electronic means.
- b. The terms of this License shall apply to all NewsBank and Readex digital products ordered by the Customer from time to time (the "Product" or "Products"). For each Product ordered by Customer, there will be a corresponding NewsBank order confirmation, invoice, quotation, purchase agreement or other similar document (an "Order Document") setting forth certain additional terms specific to that Product order (such as identification of Product, price, license type [subscription license or perpetual license], payment terms, subscription period and any "Order Restrictions" such as remote use restrictions, concurrent user limits, download limits, etc.), but the terms of this License shall continue to apply. In the event of conflict between the terms of any Order Document and the terms of this License, this License shall govern. The terms of any document issued by Customer that add to, subtract from, or otherwise affect any term(s) of this License are rejected, unless expressly agreed to by NewsBank in writing.

2. Products

- a. The Products subject to this License consists of (1) the NewsBank and Readex digital products ordered by the Customer from time to time including any trial access and (2) software provided within the Product to allow the Customer to search for and retrieve data from the online database(s). NewsBank may provide the Products via the Internet or remote online access through a proprietary network and/or such other media as may be available and reasonably acceptable to Customer and NewsBank.

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- d. Portions of this License relevant to Authorized Users may appear in the form of "Terms and Conditions of Use" on or in the Products. In the event of a conflict between the terms listed in the Products and those set in this License, the terms in this License shall govern the use of the Products.

4. Express Restrictions

- a. On-Site Use: Customer may make each Product available to Customer's Authorized User for authorized use only at the Licensed Site over a computer network with unlimited concurrent users and unlimited downloads unless otherwise set forth in the original or revised Order Document for the relevant Product. Please note that any concurrent user or download restrictions set forth in any Order Document for any initial orders will automatically apply to

any Order Document covering subsequent renewals for the relevant Product, whether noted or not in same.

b. Remote Use: Customer, is granted a remote-use license with unlimited concurrent users and unlimited downloads unless otherwise set forth in the original or revised Order Document for the relevant Product, and may make such Products available to Customer's Authorized Users who are not at the Licensed Site; provided that such availability is limited to authorized use only, and is further subject to the following conditions (Please note that any concurrent user or download restrictions set forth in any Order Document for any initial orders will automatically apply to any Order Document covering subsequent renewals for the relevant Product, whether noted or not in same.):

- i. For Authentication by Customer: Authorized Users must access the Products only through the server or network, including a proxy server using appropriate software (such as EZproxy) to authenticate remote (off-campus) Authorized Users, located at the Licensed Site or through a third party website hosting company hired by Customer and Customer's server, network or third party website hosting company must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users.

OR

- ii. For Authentication by NewsBank: Authorized Users must access the Products only through user authentication programs made available to Customer by NewsBank.

In no event may remote access be used to avoid the need for any school, library, or other potential customer from subscribing to a Product. If NewsBank reasonably determines that remote access activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers or other potential customers of NewsBank, NewsBank may require such remote access activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

c. Without limiting any other restriction on use set forth in this License, the following limitations apply to make sure that all use is for non-commercial academic, educational and research purposes and will not impair NewsBank's ability to market/license its products to other customers or other potential customers:

- i. Any permitted remote access is limited to use by Authorized Users only through their personal computers/devices for their own convenience and specifically excludes Authorized Users who access the Products through computers/devices at another school, library, college/university, corporation, business, or other potential customer of NewsBank. Customer is specifically prohibited from granting any remote access to any entity including, but not limited to, any school, library, college/university, corporation, business, or organization.
- ii. Customer shall not provide any material from any Product to fulfill an interlibrary loan request from another library or organization.

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6. Warranty, Liability, Indemnity

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- d. To the extent allowed by California law, each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement. The indemnifying party shall have the right to (a) receive prompt notice of all claims in writing, (b) control the defense of any such claim through counsel of its own selection, and (c) settle the claim at its own

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- b. Disputes will be subject to California law (without giving effect to its choice-of-law provisions). The parties mutually agree that all disputes between them will be decided exclusively in the state and/or federal courts of Plumas County, California if the Customer is the defendant or Naples, Florida if NewsBank is the defendant. Customer will accept service of process of any complaint by certified United States postal mail or its domestic or foreign equivalent.

9. Other Provisions

- a. Usage Statistics: NewsBank will collect user statistics continually throughout the day. These statistics provide data on the number of times a database has been searched, by which site and number of articles viewed and retrieved. NewsBank will provide individual site usage stats via a special Web Address (URL) for each participating institution based on the access method used. Usage statistics are compliant with International Coalition of Library Consortia standards and are COUNTER (Counting Online Usage of Networked Electronic Resources) compliant. NewsBank and Customer agree to maintain the confidentiality of any data relating to the usage of the Product by Customer and its Authorized Users. Any usage data compiled shall be collected and used in a manner consistent with applicable privacy laws and the anonymity of individual users and the confidentiality of their searches shall be fully protected. Such data may only be provided to third parties in aggregate form. Raw usage data including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party except for as provided for by applicable law.
- b. Non-Exclusivity: This License between the parties is non-exclusive and both parties have the right to enter similar agreements with third parties at any time.
- c. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this License, for any failure or delay in fulfilling or performing any term of this License, when and to the extent such party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns or other industrial disturbances; and (g) other similar events beyond the reasonable control of the impacted party.
- d. Public Records Requests: NewsBank acknowledges that the Customer is obligated to comply with applicable public records laws in responding to any public records requests pertaining to this License. In connection with the foregoing, NewsBank considers the following Confidential Information due to trade secret and proprietary/confidential information concerns:

- Any and all pricing related to any Order Form under this License
- Sections 3, 4b, 7b, 8b and 9 of this License

If the Customer receives any lawful request to disclose any of the foregoing, the Customer agrees to promptly give NewsBank written notice and allow NewsBank a reasonable opportunity to pursue the appropriate process to prevent or limit such disclosure under applicable law.

- e. Availability of Funds: Any Product orders made under this License are subject to the mutual consent of both parties and are further dependent upon the appropriation and allotment of State or Federal funds by the California Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then Customer shall issue written notice to NewsBank and shall have no further duty or obligation to purchase such Product. NewsBank acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the Customer.
- f. Privacy Policy: The parties agree that the privacy policy at <https://www.newsbank.com/privacy-policy> shall apply to this License.

<p>NewsBank Customer</p> <p>Institution: Plumas County Library</p> <p><i>Authorized by:</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p><i>Authorized by:</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>NewsBank, inc.</p> <p><i>Authorized by:</i></p> <p>Name: <u>John McDowell</u></p> <p>Title: <u>Senior Vice President</u></p> <p>Employee Signature: _____</p> <p>Date: _____</p> <p><i>Authorized by:</i></p> <p>Name: <u>Mary-Ann Delaney</u></p> <p>Title: <u>CFO</u></p> <p>Signature: _____</p> <p>Date: _____</p>
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Lic072723JJT



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: December 12, 2023

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2024; not to exceed \$36,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2024 through December 31, 2025; not to exceed \$36,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

When a child is removed from the home of his/her parent(s) by a Child Protective Services social worker because the home is unsafe, one of the first things the social worker will consider is whether or not there is a suitable relative that the child can be placed with as an alternative to placement in a foster home. If such a relative placement is available and the relative agrees to take the child or children, the relative must first undergo a criminal background check in order for the child to be placed with them.

The Department of Social Services has maintained an ongoing purchasing agreement with the Department of Justice which enables us to obtain criminal offender records. The matter before your Board is to approve the continuation of this agreement for a period of two years.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2024 to December 31, 2025; not to exceed \$36,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact). This agreement is paid for through State and Federal realignment.

Attachments:

1. DOJ 24-25 Contract

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 11/13/23

Vendor: Department of Justice
1300 I Street, Room 810
Sacramento, CA 95814

County: County of Plumas
Department of Social Services
270 County Hospital Road, St 207
Quincy, CA 95971

Tel: 916-210-2462

Tel: 530-283-6462

Description: Purchase of DOJ and FBI Criminal Offender Record Information
as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Thirty Six Thousand Dollars and Zero Cents Dollars
(\$36,000.00)

Term: Agreement shall commence on January 1, 2024 and shall terminate on
December 31, 2025 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit B and incorporated herein by this reference.

VENDOR:

By: _____
Name: Chris Ryan
Title: Chief, Division of Operations
Date Signed:

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

The Plumas County Department of Social Services, hereinafter referred to as PCDSS and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCDSS with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:
 - A. The DOJ is responsible to receive and process the PCDSS CORI requests via electronic submissions. The DOJ shall provide the PCDSS with the following information when the DOJ receives and processes CORI requests submitted by PCDSS, for Department of Social Services:

DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
 FBI CORI or a no record response for initial submissions (as applicable)
 Child Abuse Central Index (CACI – as applicable)
 Peace Officer Carry Concealed Weapon (CCW – as applicable)
 Other – Custodian of Records (COR – as applicable)
 - B. The DOJ is responsible to receive and process CORI requests submitted by PCDSS on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCDSS.
2. The PCDSS Responsibilities:
 - A. The PCDSS will request CORI electronically. The PCDSS is statutorily authorized to request and receive CORI under ORI Number A1519. Accordingly, the DOJ will deal exclusively with the PCDSS for all issues associated with these responses.
 - B. The PCDSS agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCDSS, any official or employee of the PCDSS, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.
 - C. The PCDSS, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

PCDSS
Plumas County Department of Social Services

Name: Neal Caiazzo
Address: 270 County Hospital Rd., Ste. 207
Quincy, CA 95971
Phone: 530-283-6350
FAX: 530-283-6368
E-Mail: nealcaiazzo@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit
Name: DOJ Contract Analyst
Address: PO Box 160608
Sacramento, CA 95816-0608
Phone: None
FAX: None
E-Mail: doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCDSS
Plumas County Department of Social Services

Name: Christine Renteria
Address: 270 County Hospital Rd., Ste. 207
Quincy, CA 95971
Phone: 530-283-6462
FAX: 530-283-6368
E-Mail: christinerenteria@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit
Name: DOJ Contract Analyst
Address: PO Box 160608
Sacramento, CA 95816-0608
Phone: None
FAX: None
E-Mail: doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B
Invoicing and Payment Provisions

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
Child Abuse Central Index (CACI)	\$15	X
Trustline CACI	\$15	X
Adoption CACI	\$15	X
Peace Officer Carry Concealed Weapon (CCW)	\$19	
Employment CCW	\$22	
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	
Judge CCW	\$66	
Reserve/Custodial Peace Officer CCW	\$88	
Entertainment CCW	\$48	
Military Assault Weapon	\$22	
Fingerprint Roller Certification	\$25	
Record Review	\$25	
DSS Fee	\$10	
CS DSS Fee	\$20	
Check Casher License	\$50	
Secondhand Dealer License	\$300	
Pawnbroker License	\$300	
Custodian of Records Approval Letter	\$30	X

CORI submissions specific to the (Agency Abbr), as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The PCDSS agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 144944, with a tear-off bottom that must be returned with payment. The PCDSS is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCDSS, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Department of Social Services
ATTN: Christine Renteria
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCDSS or its representative(s).

The PCDSS agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

EXHIBIT C

GIA-610

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. TIMELINESS: Time is of the essence in this Agreement.
9. NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST: In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR NAME

Department of Justice (DOJ)

2. The term of this Agreement is:

START DATE

JANUARY 1, 2024

THROUGH END DATE

DECEMBER 31, 2025

3. The maximum amount of this Agreement is:

\$36,000.00 (not to exceed \$1,000.00/month) Thirty Six Thousand Dollars and Zero Cents

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	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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.)

Department of Justice

CONTRACTOR BUSINESS ADDRESS 1300 I Street, Room 810	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Chris Ryan	TITLE Chief, Division of Operations		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (PCDSS)

CONTRACTING AGENCY ADDRESS 270 COUNTY HOSPITAL RD, SUITE 207	CITY QUINCY	STATE CA	ZIP 95971		
PRINTED NAME OF PERSON SIGNING Greg Hagwood	TITLE Chair, Board of Supervisors				
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED				
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)				



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 12, 2023

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorder treatment July 1, 2023 - June 30, 2024; not to exceed \$100,000.00; (No General Fund Impact) state and federal grants ; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorder treatment July 1, 2023- June 30, 2024; not to exceed \$100,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.

Background and Discussion:

Sierra Vista Hospital has designed programs to treat individuals to address their specific behavioral health needs. Offering individuals with psychiatric disorders, co-occurring addictions the long term recovery level of care to reduce the risk of relapse.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorder treatment July 1, 2023- June 30, 2024; not to exceed \$100,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund; as approved in FY 23/24 budget, a combination of state and federal grants, approved as to form by County Counsel

Attachments:

1. 23-819 FINAL

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 Behavioral Health Department (hereinafter referred to as "County"), and BHC Sierra Vista Inc, dba Sierra Vista Hospital (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 \$100,000.00
CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by BHC Sierra Vista Hospital Inc, dba Sierra Vista Hospital from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. 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.
8. 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.
9. 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.

10. **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.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

Sharon Sousa, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Tami Brooks, Chief Executive Officer
8001 Bruceville Road
Sacramento, CA 95823

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

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

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached Business Associate Agreement (BAA) is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

BHC Sierra Vista Inc, dba Sierra Vista Hospital

By: _____
Name: Tami Brooks
Title: Chief Executive Officer
Date signed:

COUNTY:

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

By: _____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

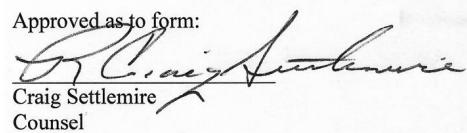
APPROVED AS TO CONTENT:

Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:


Craig Settlemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and BHC Sierra Vista Hospital Inc., referred to herein as Business Associate (“BA”), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

1. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Tami Brooks
Title: Chief Executive Officer
Address: 8001 Bruceville Road
Sacramento, CA 95823
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Three Unique Programs

Our inpatient programs are typically divided into one of three categories to help target your treatment to cover your specific issues. These categories are:

Behavioral Health Care – Our behavioral health program is designed to stabilize our patients' behavioral and psychiatric disorders. This is accomplished through therapy, nursing care, and medication, when appropriate.

Alcohol Detox – When suffering from addiction, it is necessary to undergo detox before other therapies. This process is monitored by medical staff to help overcome the symptoms of withdrawal.

Dual Diagnosis Treatment – This program is designed to treat co-occurring addiction and behavioral health issues. We will help you overcome your addiction while also providing psychiatric or depression treatment for behavioral problems.

Adult Treatment Programs are for adults, age 18 and older, who suffer an acute behavioral health disorder, chemical dependency, or dual diagnosis (co-occurring disorders). Every patient's treatment plan is individualized to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse. Some issues we treat include:

- Depression
- Anxiety
- Bipolar Disorder
- Addiction

Inpatient Treatment: Our inpatient program is designed for those who need 24-hour care and psychiatric medication management. The treatment is generally short-term, lasting until the patient can be safely discharged or transitioned to a less intensive care level.

Outpatient Treatment: Ideal for those further along in the recovery process, our outpatient program allows patients to continue getting the care they need while maintaining a home life. Outpatient treatment includes group therapy, family meetings, and individual therapy as needed, among other components.

Women's Program: Separate from our general inpatient population, our women's program is designed for women facing trauma-related issues and certain behavioral health disorders. We emphasize safety and confidentiality. The women's program at Sierra Vista Hospital is designed as a safe haven for women in inpatient treatment for a behavioral health disorder or trauma-related issue. Set in a female-only unit apart from the general inpatient population, the program emphasizes an environment of safety and comfort for women staying at the hospital.

Admission into the program is determined by a confidential assessment and requires a physician's order. A person who is not considered to be in immediate crisis may be safely treated through outpatient services.

Women's Program Focuses

- Boundaries
- Safety
- Assertiveness
- Healthy relationships
- Communications

Adolescent Program

The adolescent treatment programs at Sierra Vista Hospital help adolescents, ages 13 to 17, who have an acute behavioral health disorder or dual diagnosis (co-

occurring chemical dependency and behavioral health disorders). Each patient receives an individualized treatment plan to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse.

Encouraged Positive Behaviors

- Goal setting
- Trust
- Accountability
- Problem solving
- Positive thinking
- Positive peer relationships
- Respect for authority
- Expression of feelings
- Impulse control and delayed gratification
- Expression of feelings (regarding self and others)
- Conflict resolution

Admissions Criteria

- Danger to self or others
- Mood disorders such as major depression
- Impulsive outbursts
- Acting out
- Alcohol abuse
- Psychosis

Therapies Involved in Treatment

- Process groups

- Individual and family meetings
- Recreational therapy
- Chemical dependency
- Anger and aggression management
- Education and social skills
- Medication management and education
- Aftercare planning development

Dual Diagnosis

Sierra Vista Hospital offers adolescent dual diagnosis treatment for patients between the ages of 13 and 17. This inpatient program is designed to help adolescents who have a primary psychiatric condition as well as a history of substance abuse or addictive behavior.

A major component of the program is voluntary meetings with sober-support groups such as Alcoholics Anonymous and Narcotics Anonymous. There are also optional meetings with groups focused on increased chemical dependency and addictive behaviors.

Addictive Behaviors Addressed

- Substance abuse
- Compulsive shopping
- Gambling
- Food
- Sex

EXHIBIT B - FEE SCHEDULE

CHILDRENS SERVICES AGES 0-21

Medi-Cal Rates

• Hospital Inpatient	\$ 1022.00 a day
• Hospital Administrative Day	\$ 726.86 a day
• Inpatient Psychiatric Support Services	\$ 105.00 a day

Short-Doyle Rates

• Hospital Inpatient without Psychiatric Support Services	\$ 1022.00 a day
• Hospital Inpatient with Psychiatric Support Services	\$ 1127.00 a day

Adult Services AGES 22-64

• Hospital Inpatient all inclusive	\$1126.00 a day
• Hospital Administration Day	\$726.86 a day

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

PCBH2324SIERRAVISTA

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

_____COUNTY INITIALS

- 22 -

CONTRACTOR INITIALS_____



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Cyndi Tweedle, Human Resources Analyst II

MEETING DATE: December 12, 2023

SUBJECT: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; due to resignation; effective February 1, 2023; (General Fund Impact) as approved in FY23/24 budget.

Recommendation:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; (General Fund Impact) as approved in FY23/24 budget.

Background and Discussion:

The Human Resources Technician is often the first point of contact for employees and/or the public in HR. Responsibilities of the HR Technician include but are not limited to recruitment, arranging for applicant testing as needed, new hire orientation, etc.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; (General Fund Impact) as approved in FY23/24 budget.

Fiscal Impact:

(General Fund Impact) as approved in FY23/24 budget.

Attachments:

1. CRITICAL STAFFING QUESTIONNAIRE - HR Technician 12-2023
2. Human Resources Technician I
3. Human Resources Technician II
4. Human Resources Technician III
5. Human Resources Org Chart 12-2023

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Human Resources Technician is often the first point of contact for employees and/or the public in HR. Responsibilities of the HR Technician include but are not limited to recruitment, arranging for applicant testing as needed, new hire orientation, etc.**
- Why is it critical that this position be filled at this time? **Current employee has resigned from the position.**
- How long has the position been vacant? **Employee's last day will be January 31, 2024.**
- Can the department use other wages until the next budget cycle? **The department's wage and benefits portion of the 23/24 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions? **No research has been done for this position at this time.**
- What core function will be impacted without filling the position prior to July 1? **The Human Resources department is already stretched thin. Not filling the position prior to July 1 will add undo stress to the remainder of the employees.**
- 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? **N/A**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **N/A**

HUMAN RESOURCES TECHNICIAN I

DEFINITION

Under supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resources program and benefit plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Human Resource Technician Series, which performs complex and technical Human Resource assignments.

REPORTS TO

Human Resource Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES TECHNICIAN I - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment.
- Prepares job announcements and places advertisements for job openings in appropriate publications.
- Prepares application packages.
- Responds to questions and inquires from applicants as to the status of their applications.
- Functions as the Proctor in the testing process of the recruitments.
- Sets pass points on test; maintains recruitment files.
- Reviews and processes personnel transactions.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation, assists employees, and performs duties related to employment benefits, Worker's Compensation, disability and unemployment insurance programs.
- May conduct a variety of telephone and mail surveys.
- Prepares survey replies.
- Compiles, organizes, and reviews data for special projects, and reports.
- Has responsibility for Workers Compensation claims, tracking injuries, payments and troubleshoots as the need arises.
- Serves as receptionist for the Human Resources Department, answering inquires and providing information.
- Organizes and maintains human resource information systems.
- Issues and tracks identification badges.
- Operates computers and office equipment.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for wordprocessing, recordkeeping, and administrative functions.
- Deal professionally and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

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

Two (2) years of responsible office and administrative support experience in a local government personnel or administrative office.

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.

HUMAN RESOURCES TECHNICIAN II

DEFINITION

Under general supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resource program and benefit plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Journey Level position in the Human Resource Technician series which performs complex and technical human resource assignments with only general supervision.

REPORTS TO

Human Resources Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES TECHNICIAN II - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrating of the human resource policies and maintaining compliance with MOU's.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

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

Two (2) years of experience comparable to a Human Resources Technician 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.

HUMAN RESOURCES TECHNICIAN III

DEFINITION

Under direction, to perform a variety of the more complex assignments related to Human Resources operations, activities, functions and services of Plumas County.

DISTINGUISHING CHARACTERISTICS

This is an experienced level classification for the performance of a broad range of complex Human Resources assignments. Responsibilities include working with the payroll function and data processing for developing and maintaining the human resources and related functions in the County.

REPORTS TO

Human Resources Analyst

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction to Human Resources Technician I, II positions.

HUMAN RESOURCES TECHNICIAN III – 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrative of the human resource policies and maintaining compliance with MOU's.
- Assist with affirmative action activities and EEOC reports.
- Assist with grievances and layoffs.
- Organizes and reviews data for special projects and reports.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

HUMAN RESOURCES TECHNICIAN III– 3

KNOWLEDGE OF

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's Personnel programs.
- Research and information gathering techniques.
- County hiring procedures, including procedures used by the California Interagency Merit Systems.
- Personnel administration principles, practices, methods, and techniques.
- Establishment and Maintenance of filing and informational retrieval systems Employee benefits.
- Computers and software applications related to administrative support work.
- Human Resources functions and procedures, including recruitment, selection, classification, compensation, and equal employment opportunity.

ABILITY TO

- Perform difficult and complex human resources work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws and policies.
- Coordinate County Human Resources functions.
- Use a computer and appropriate software for word processing, record keeping, and administrative functions.
- Analyze and evaluate a variety of information, researching and gathering appropriate data to resolve problems.
- Prepare a variety of reports.
- Effectively present ideas and recommendations orally and in writing.
- Deal tactfully and courteously with County staff, outside agencies, and the general public.
- 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:

Four (4) years of experience comparable to a Human Resources Technician II with Plumas County.

SPECIAL REQUIREMENTS

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

Nancy Selvage

Human Resources Director

Cyndi
Tweedle
Human
Resources
Analyst II

Joshua
Mizrahi
HR Payroll
Specialist II

Karen
Shaver
HR Payroll
Specialist I

Diane
Wilson
(through 1/2024)
Human
Resources
Technician
III



**PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Travis Goings, Director of Risk Management

MEETING DATE: December 12, 2023

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1 2023; not to exceed \$25,000.00; (General Fund Impact) unbudgeted agreement; approved as to form by County Counsel; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1 2023; not to exceed \$25,000.00; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Plumas County OES is responsible for the fire repeaters throughout the county. This is to provide primary maintenance and repair for the fire repeaters throughout Plumas County.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1 2023; not to exceed \$25,000.00; (General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

General Fund impact - unbudgeted: Funds to be used will be either general fund or PGE funds.

Attachments:

1. 23-783 FINAL

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 **Plumas County Office of Emergency Services** (hereinafter referred to as “County”), and Berry Enterprises, Inc., a Nevada Corporation doing business in California as Sierra Electronics (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000).
3. **Term.** The term of this agreement shall be from November 1, 2023, through June 30, 2024, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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

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

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

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

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS _____

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

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Plumas County Office of Emergency Services
1446 East Main Street
Quincy, California 95971
(530) 283-7438

Attention: Travis Goings Director

Contractor:

Sierra Electronics

690 East Glendale Ave, Ste 9B

Sparks, Nevada 89431

(775) 359-1121

Attention: Jarry Walton, President/General Manager

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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:

Berry Enterprises, Inc., a Nevada Corporation
doing business in California as Sierra
Electronics

By: _____
Name: Jerry Walton
Title: CEO
Date signed:

By: _____
Name: Donna Walton
Title: Secretary
Date signed:

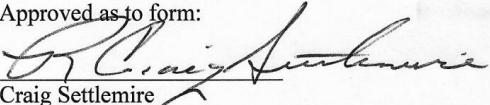
COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:


Craig Settemire
Counsel

11/6/2023

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Provide primary maintenance and repair for the fire repeaters throughout Plumas County. To include troubleshooting, compliance, and system upgrades.

EXHIBIT B

Fee Schedule

Fees will be charged on a Time and materials basis as follows:

Install & travel

Standard labor rate: \$80.00 per hour

Overtime rate: \$120.00 per hour (Applies to work performed over 8h in

In shop tech labor

Standard labor rate: \$96.00 per hour

Overtime rate: N/A

In Field Tech Labor

Standard labor rate: \$125.00 per hour

Overtime rate: \$187.50 per hour (Applies to work performed over 8h in a 24h period)

Trip fee of \$150.00 per trip.

Per Diem, if needed, is \$225.00 per Contractor employee, per night.

All parts needed and associated costs will be quoted on an as-needed basis, as indicated in the scope of work above.



PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Lori Pini, Manager

MEETING DATE: December 12, 2023

SUBJECT: **Adopt RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023 to June 30, 2025; **(General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt RESOLUTION authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023 to June 30, 2025

Background and Discussion:

The Director of the Office of Emergency Services has submitted an application for grant funding for the Emergency Management Performance Grant (EMPG) FY23. This grant provides funding for:

1. OES Manager - to maintain an Emergency management Agency with staffing needed to plan, organize, coordinate and administer the full range of emergency services and management functions throughout the Operational Area. This includes planning for, response to, mitigation of and recovery from an emergency disaster.
2. Operational costs for Emergency Management Operations such as communications, rental/lease, and supplies

EMPG requires a cost share or match. This will be done by in-kind activities from within the Department of OES and interested stakeholders.

Action:

Adopt RESOLUTION authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023 to June 30, 2025

Fiscal Impact:

(General Fund Impact) as approved in FY23-24 budget; the grant pays for part of the Emergency Management program and operations.

Attachments:

1. 23-827 FINAL
2. EMPG FY23 Cover Sheet

RESOLUTION NO. 23

**AUTHORIZING THE OFFICE OF EMERGENCY SERVICES APPLICATION, RECEIPT AND
DISBURSEMENT OF GRANT FUNDS FOR THE AMOUNT OF \$128,749
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FY23
GRANT PERIOD JULY 1, 2023 TO JUNE 30, 2025**

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") has offered a grant to Plumas County Office of Emergency Services (PCOES) to fund the County Office of Emergency Services through the grant award agreement 2023-0006; and,

WHEREAS, the terms and conditions of the Cal OES grant award require authority from the Board of Supervisors to enter into the grant agreement; and,

WHEREAS, the Plumas County purchasing policy requires approval from the Board of Supervisors to enter into a grant agreement for the amount of \$128,749; and,

WHEREAS, the PCOES is requesting authority to enter into an agreement with Cal OES to receive grant funds; and,

WHEREAS, the PCOES is requesting authority to act as the Official Designee on behalf of Plumas County and requesting, as Official Designee, the authority to enter into agreement 2023-0006 with Cal OES;

NOW, THEREFORE, BE IT RESOLVED that the Director of Plumas County Office of Emergency Services is authorized to act as Official Designee, has the authority to enter into an agreement with CalOES for the receipt of grant funds in the amount of \$128,749; and, as Official Designee, has authority to enter into 2023-0006 with Cal OES; and,

BE IT FURTHER RESOLVED that this grant will be spent on funding for PCOES during the July 1, 2023 to June 30, 2025 grant period.

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

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient:	Plumas County		1a. UEI:	YXZZPBLCR6Y6	
2. Implementing Agency:	Office of Emergency Services		2a. UEI:		
3. Implementing Agency Address:	1446 East Main Street (Street)	Quincy (City)	95971-0000 (Zip+4)		
4. Location of Project:	(City)	Plumas (County)	(Zip+4)		
5. Disaster/Program Title:	Emergency Management Performance Grant		6. Performance / Budget Period:	July 1, 2023 (Start Date)	to June 30, 2025 (End Date)
7. Indirect Cost Rate:	N/A	Federally Approved ICR (if applicable):			%

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	EMPG		\$128,749	\$128,749	\$128,749		\$128,749	\$257,498
9.									
10.									
11.									
12.									
Total	Project	Cost		\$128,749	\$128,749	\$128,749		\$128,749	\$257,498

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Travis Goings

Title: Director

Payment Mailing Address: 1446 East Main Street

City: Quincy Zip Code+4: 95971-0000

Signature: _____

Date:

16. Federal Employer ID Number:

(FOR CAL OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: December 12, 2023

SUBJECT: **10:00 AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California an ORDINANCE of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel. **Roll call vote**

Recommendation:

The Interim Director of Public Health Agency respectfully recommends the Board of Supervisors take the following actions:

1. Hold the public hearing on the Ordinance.
2. Introduce and waive the first reading of the Ordinance.
3. Schedule adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion:

As the Board is aware, on September 7, 2021, adding Chapter 10 to Title 2 of the Plumas County Code Pertaining to Partnership HealthPlan of California Commission is read and continued to September 14, 2021, for adoption. On September 14, 2021, Plumas County Board of Supervisors passed Ordinance No. 2021-1137 and submitted it to the Department of Health Care Services, demonstrating their choice to have Partnership HealthPlan of California be their Medi-Cal Managed Care Plan. On November 7, 2023, Dustin Lyda, Director of Communications and Government Affairs Communication Department, Partnership HealthPlan of California gave a presentation to the Board of Supervisors and the public on the 2024 Medi-Cal transition. Partnership HealthPlan of California is working on a smooth changeover with current Anthem Blue Cross and California Health and Wellness Medi-Cal providers to mitigate transition complications for both healthcare providers and Medi-Cal recipients. The proposed ordinance outlines the Commission's successful initiatives, including the reduction of emergency room misuse and innovative case management programs. Key components include the authorization for the County of Plumas to join the Commission, criteria for Commission membership based on Medi-Cal beneficiaries, and procedures for appointing Commissioners.

On November 28, 2023, the Notice of Public Hearing- Partnership HealthPlan of California Commission was uploaded onto the Plumas County website at <https://plumascounty.us/>. On November 29, 2023, the Public Hearing notice was uploaded to the Plumas Sun website at <https://plumasun.org/category/public-notices/>.

Action:

The Interim Director of Public Health Agency requests the Board of Supervisors take the following actions:

1. Hold the public hearing on the Ordinance.
2. Introduce and waive the first reading of the Ordinance.
3. Schedule adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting.

Fiscal Impact:

No known fiscal impact/changes

Attachments:

1. 23-742 FINAL
2. Notice of Public Hearing

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
PLUMAS REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA
COMMISSION**

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

SECTION I: Ordinance Addition

Section 5, Chapter 15 Partnership Healthplan of California Commission, Sec 5-15.01 Intent, Sec 5-15.02 Authorization to join Commission, Sec 5-15.03 Membership of Commission, Sec 5-15.04 Term of Office, Sec 5-15.05 Powers and duties of commission, Sec 5-15.06 Obligations of commission, Sec 5-15.07 Committees, Sec 5-15.08 Termination of membership.

SECTION 2: Effective Date

This ordinance shall take effect thirty (30) days from the date of its passage.

SECTION 3: Codification

This ordinance shall be codified as outlined in Exhibit “A”

SECTION 4: Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names f the supervisors voting for and against the ordinance, at the board of supervisors’ chambers and shall remain posted thereafter for at least one week (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2023, and **PASSED AND ADOPTED** by the Board of Supervisors of the County of Plumas, State of California, on the _____ of _____, 2023 by the following vote:

SECTION 5: Conflict

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of the ordinance. The Plumas County Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of

the fact that one or more section, subsection, sentence, clause, or phrase be declared unconstitutional or invalid.

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

Attest:

By: _____
Allen Hiskey, Clerk of the Board

By: _____
Greg Hagwood, Chair
Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

EXHIBIT “A”

Sec. 5-15.01 - Purpose

Partnership HealthPlan of California Commission (“**Commission**”) is a multi-county commission that has created a Medi-Cal managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the County of Plumas to join the existing Commission. This chapter allows the implementation of a county organized health system in Plumas County, as authorized by Welfare and Institutions Code § 14087.54.

The Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs and arranging for the provision of an enhanced level of local health care services.

The Commission negotiated a contract with the California Department of Health Care Services, as specified in Welfare and Institutions Code Section 14087.5, to arrange for the provision of health care services provided under Welfare and Institutions Code Chapter 7, Part 3, Division 9. The Commission is authorized to negotiate a contract with the California Department of Health Care Services to expand the Commission into the County of Plumas. This expansion is expected to occur on or about January 1, 2024, for the County of Plumas.

Sec. 5-15.02. - Authorization to join Commission

Pursuant to Welfare and Institutions Code § 14087.54, the Plumas County Board of Supervisors hereby authorizes the County of Plumas to join the Commission.

Sec. 5-15.03. Membership of Commission

The Commission shall be comprised of Commissioners appointed by the Board of Supervisors of each member county. Unless and until the Commission, by formal action, establishes a different formula or system of membership, Commission representation for each member county shall be based on the number of Medi-Cal beneficiaries enrolled in the Commission’s health plan in each county according to the following formula:

- (1) 0-45,000 Medi-Cal beneficiaries within the county equals one Commission seat.
- (2) 45,001-60,000 Medi-Cal beneficiaries within the county equals two Commission seats.
- (3) 60,001+ Medi-Cal beneficiaries within the county equals three Commission seats.

Persons appointed to the Commission by the Plumas County Board of Supervisors shall serve at the pleasure of the Board.

Persons shall be appointed to the Commission through a nomination to the Board of Supervisors from the Director of Public Health. The nomination will consist of a curriculum vitae

and any comments by the Director and shall be presented to the Board for consideration. The matter shall be placed on the next agenda for discussion, public comment, and vote. The Board will decide by a majority vote if the commissioner is to be appointed or not.

The Plumas County Board of Supervisors shall follow its own Commissioner selection criteria set forth in this section but also acknowledges that the Commission encourages member counties to consider selecting Commissioners from the following settings: safety net providers (including providers at federally qualified health centers), behavioral health providers, regional center providers, local education authorities, dental providers, Indian Health Service facility providers, and hospital providers with special efforts to select candidates, as opportunity allows, who reflect the diversity of the community and regions (including, but not limited to race, ethnicity, language, and disability status).

Sec. 5-15.04 Term of Office

The term for the Commissioners shall be for four (4)-year periods. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of that member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commissioner ceases functioning in the area from which appointed, or fails to attend three (3) Commission meetings in a row.

Sec. 5-15.05 Powers and duties of commission

Pursuant to the provisions of Welfare and Institutions Code § 14087.54 as it exists on the date of adoption of this ordinance, the Commission shall:

- A. Have the power to negotiate the exclusive contract with the California State Department of Health Care Services as specified in Welfare and Institutions Code § 14087.5, and to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;
- B. Be considered an entity separate from the County of Plumas;
- C. File the statement required by Government Code § 53051;
- D. Have the power to acquire, possess, and dispose of real or personal property, including creating and/or acquiring affiliated or supporting entities, as may be necessary for the performance of its functions; to employ personnel, including health care providers in accordance with California law; to contract for services required to meet its obligations; and to sue or be sued; and
- E. Have all the rights, powers, duties, privileges, and immunities conferred by Article 2.8 of Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code in addition to those previously specified in this section.

Sec. 5-15.06 Obligations of commission

Pursuant to the provisions of Welfare and Institutions Code § 14087.54(d) as it exists on the date of adoption of the ordinance codified in this chapter, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Plumas. The Commission shall do business as Partnership HealthPlan of California.

Sec. 5-15.07 Committees

The Commission may establish advisory committees from time to time for any purpose that will be beneficial in accomplishing the work of the Commission.

Sec. 5-15.08 Termination of membership

The Commission shall continue to represent the County of Plumas until such time as the Plumas County Board of Supervisors terminates the representation. To terminate the representation, the Plumas County Board of Supervisors or its designee shall provide ninety (90)-days' notice to other member counties and the California Department of Health Care Services, as specified in Welfare and Institutions Code § 14087.54(g).



Notice of Public Hearing
Plumas County Board of Supervisors
The Plumas County Board of Supervisors will hold a Public Hearing on:
Tuesday, December 12, 2023
10:00AM
Board of Supervisors, Room 308 Courthouse
520 Main Street Quincy, CA

SUMMARY OF PROPOSED ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION

First introduced on September 7, 2021, adding Chapter 10 to Title 2 of the Plumas County Code Pertaining to Partnership HealthPlan of California Commission is read and continued to September 14, 2021, for adoption. On September 14, 2021, Plumas County Board of Supervisors passed Ordinance No. 2021-1137 and submitted it to the Department of Health Care Services, demonstrating their choice to have Partnership HealthPlan of California be their Medi-Cal Managed Care Plan. On November 7, 2023, Dustin Lyda, Director of Communications and Government Affairs Communication Department, Partnership HealthPlan of California gave a presentation to the Board of Supervisors and the public on the 2024 Medi-Cal Transition. Partnership HealthPlan of California is working on a smooth changeover with current Anthem Blue Cross and California Health and Wellness Medi-Cal providers to mitigate transition complications for both healthcare providers and Medi-Cal recipients. The proposed ordinance outlines the Commission's successful initiatives, including the reduction of emergency room misuse and innovative case management programs. Key components include the authorization for the County of Plumas to join the Commission, criteria for Commission membership based on Medi-Cal beneficiaries, and procedures for appointing Commissioners.

ORDINANCE NO. 2023-
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION

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

SECTION I: Ordinance Addition

Section 5, Chapter 15 Partnership Healthplan of California Commission, Sec 5-15.01 Intent, Sec 5-15.02 Authorization to join Commission, Sec 5-15.03 Membership of Commission, Sec 5-15.04 Term of Office, Sec 5-15.05 Powers and duties of commission, Sec 5-15.06 Obligations of commission, Sec 5-15.07 Committees, Sec 5-15.08 Termination of membership.

SECTION 2: Effective Date

This ordinance shall take effect thirty (30) days from the date of its passage.

SECTION 3: Codification

This ordinance shall be codified as outlined in Exhibit "A"

SECTION 4: Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors' chambers and shall remain posted thereafter for at least one week (1) week.

Exhibit: Copies of Exhibit "A", described above, can be viewed on the Plumas County website at <https://plumascounty.us/>.

For further information, contact:

Dana Krinsky, Interim Director

Plumas County Public Health Agency

270 County Hospital Road, Suite 206, Quincy, CA 95971

(530)283-6330

danakrinsky@countyofplumas.com



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: December 12, 2023

SUBJECT: Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2023-2024, as submitted and recommended; (No General Fund Impact). Roll Call Vote

Recommendation:

Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2023-2024 as submitted and recommended.

Background and Discussion:

On November 15, 2023, the Community Corrections Partnership Executive Committee convened to discuss the updated Public Safety Realignment Implementation Plan. Upon further discussion and amendments, a final draft was proposed.

Attached is the updated Plan to correspond with the approved budget for the 2023-2024 Fiscal Year and the updated survey, which reflects year end goal progress for Fiscal Year 2022-2023 and upcoming goals for Fiscal Year 2023-2024, which is required by the State every year and due December 15, 2023.

Action:

It is respectfully recommended that the Board of Supervisors approve of the Public Safety Realignment Implementation Plan Update and Survey for Fiscal Year 2023-2024.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Plumas CCP Realignment Plan FY23.24 - Release
2. FY 23-24 CCP Survey A final draft
3. FY 23-24 CCP Survey A - Additional FY23-24 Goal 4
4. FY 23-24 CCP Survey A - Additional FY23-24 Goal 5
5. FY 23-24 CCP Survey B Final



Public Safety Realignment

Implementation Plan Update 2023/24



The vision of the Plumas County Community Corrections Partnership is a collaborative approach to preventing crime, reducing recidivism, holding offenders accountable, and promoting a safe and healthy community by utilizing evidence-based and fiscally responsible policies and practices

Executive Committee of the Community Corrections Partnership

CHIEF PROBATION OFFICER, CHAIR:	Keevin Allred
DISTRICT ATTORNEY:	David Hollister
SHERIFF:	Todd Johns
SUPERIOR COURT DESIGNEE:	Deborah W. Norrie - Court Executive Officer
PUBLIC DEFENDER:	Craig Osborne
BEHAVIORAL HEALTH:	Sharon Sousa

OVERVIEW OF THE PUBLIC SAFETY REALIGNMENT ACT (AB109)

To comply with a United States Supreme Court decision to reduce California's prison population, and assist in alleviating the State's financial crisis, the Public Safety Realignment Act (AB109) was signed into law on April 4, 2011. AB 109 redefined felonies and shifted responsibility for both supervising and housing certain convicted felony offenders and parolees from the state to the county. Implementation of the Public Safety Realignment Act began October 1, 2011.

Simultaneously, Section 1230.1 of the California Penal Code designated a local Community Corrections Partnership to oversee a county's Public Safety Realignment Plan. Consistent with local needs and resources, recommendations should maximize the effective investment of criminal justice resources in evidence-based correctional programs and sanctions.

Target Population of AB 109

All defendants requiring the investment of criminal justice resources.

Additional Key Elements of AB 109

Post-Release Community Supervision (PRCS): Offenders released from state prison on or after October 1, 2011, after serving a sentence for a current non-violent or non-serious offense, and/or as a non-registerable sex offense, regardless of prior convictions, are subject to PRCS for a period not to exceed three years. Petitions to revoke PRCS are filed with the Plumas County Superior Court by the Probation Department. PRCS revocations are prosecuted by the District Attorney and defended by the public defender in hearings heard by the Superior Court. Any jail time imposed as a result of the revocation is served in local custody and cannot exceed 180 days.

Custody and Mandatory Supervision: Offenders sentenced for a non-violent, non-serious, or non-high risk sex offense after October 1, 2011, can serve sentences in county jail by means of either a straight commitment or a split sentence (combination of custody time and mandatory supervision time).

State Parole Supervision: California parole agents supervise offenders with current commitments for violent or serious felony offenses, or offenders classified as “high risk sex offenders”. Parolees who violate the terms of their parole cannot be returned to state prison custody; rather these offenders serve any sentence for their violation in the county jail. Individuals violating the conditions of their parole can serve up to six months in jail. Effective July 1, 2013, all parole revocations are filed and heard in the Plumas County Superior Court.

Enhanced Local Custody Alternatives: The legislation encourages and supports alternatives to local jail custody with programs including work release, home electronic monitoring and pretrial services.

Community-Based Sanctions: The legislation authorized counties to use a range of intermediate sanctions to hold offenders accountable and mitigate the need for revocation hearings. Intermediate sanctions are typically progressive and may include more frequent incarceration in the county jail for no more than ten days, as well as other options.

Felony Probation: The Probation Department continues to supervise defendants placed on formal probation. In the event a formal probationer is violated, the probationer can have their probation restored or have their probation revoked and be sentenced to county jail or prison. Under Penal Code Section 1170(h), certain eligible, convicted felons sentenced to state prison, to be served in county jail as a “straight sentence”, will not have any period of supervision after they complete their custody time. If sentenced to a “split sentence”, a felon will be subject to supervision after their period of incarceration.

Community Corrections Partnership

By law, the Community Corrections Partnership is responsible for developing the Plan for implementing AB 109, which is then voted on and approved by the CCP Executive Committee. The CCP Executive Committee recommends the Plan to the Board of Supervisors and is responsible for advising the Board of Supervisors regarding funding, implementation, and outcomes of the Plan.

The CCP Executive Committee meets regularly and recognizes the need for county and community partners to work together to effectively provide services for this population. The Executive Committee will continue to meet regularly to address the impact of AB 109 and its historic changes to California criminal law.

The CCP’s intent is to provide a plan which, consistent with the local needs and resources of Plumas County, addresses approaches maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.

Primary Goals:

- Enhance the safety of Plumas County;
- Reduce recidivism;

- Assist offenders in the journey of becoming clean and sober, stopping drug-related crime, and reuniting broken families; and
- Use evidence-based assessment tools to identify criminogenic needs and address those needs with evidence-based programs and services.

FUNDING AND BUDGETS

The Community Corrections Subaccount was created in 2011 as part of the “Local Revenue Fund 2011” as set forth in Assembly Bill 118. AB 118, as codified in Section 30025 of the Government Code, provides a funding mechanism to offset the increased burden placed on counties by AB 109. Under Section 30025(e) of the Government Code, state funds deposited into the Community Corrections Subaccount are to be used exclusively for “Public Safety Services” as defined in subdivision (i). Subdivision (i) includes, among other activities, employing and training public safety officials, including law enforcement personnel; managing local jails; and providing housing, treatment, and services for, and supervision of, juvenile and adult offenders.

OVERVIEW OF PROGRAMS AND IMPLEMENTATION STRATEGIES

The Superior Court: The Court actively participates with County agencies by referring felony and misdemeanor offenders to the appropriate service both prior to and after case adjudication. The first and third Mondays of each month, the Court presides over collaborative court sessions – Community Justice Court, Prop 47 Treatment Court and AB1810 Court. The Court meets with counsel and all treatment providers prior to the calendar calls to discuss the offender’s progress and what additional or different services could be offered to offenders. The goal of the Court is to order services that will assist offenders from engaging in further criminal conduct. During the regular weekly misdemeanor and felony calendars the Court makes orders referring defendants to appropriate services both pre-adjudication and, after sentencing, through terms and conditions of either formal or informal probation.

The Court is always willing to review additional resources, programs or collaborative courts that would reduce recidivism.

Sheriff’s Office: The jail population has been affected since the implementation of AB 109. The jail now houses state parole violators, PRCS violators, and prison commitments pursuant to Section 1170(h) of the Penal Code. These are all populations not experienced by the Sheriff’s Office prior to AB 109. The jail houses an average of 11 AB 109 or realigned offenders per month. This increases the costs associated with housing, processing, feeding, inmate health care and out-of-custody supervision. The facility has a maximum capacity of 67 inmates and is outdated. The facility is staffed 24 hours a day, 365 days per year in compliance with State minimum standards for the operation of local detention facilities. Jail staff consists of 1 Jail Commander, 5 Sergeants, and 19 Correctional Officers. Of these staff, 2 full time Correctional Officer positions are funded through AB 109. The average cost to house an inmate is \$179.31.

Alternative Custody Sentencing: Inmates who pose a low risk to public safety earn the ability to be placed on electronic monitoring, house arrest, work and educational programs or weekend commitments. This is determined by the crime they are convicted of, their criminal history, need for alternative custody and the length of time of their commitment. Low risk offenders can be allowed to spend their entire commitment on a program. This is based on several factors. Inmates that are incarcerated to longer sentences can be released on a program. These inmates typically must serve at least half of their time in custody, have completed some target programming, have established a stable living environment and typically have employment and or educational programs in place. The correctional staff spend time with the inmates and assist them with job applications, interview skills, obtaining basic employment needs such as a social security card, driver's license and birth certificates. More recently, correctional staff have assisted inmates in enrollment at FRC, assisted with financial aid packets and scheduling classes to help in their educational needs. Inmates that qualify for educational furlough have ridden public transport to F.R.C. from the jail and lived off-site and attended school. The correctional staff have also assisted inmates with applications for local jobs and transported those qualified to interviews. Three inmates have been hired locally and are participating in the work furlough program and eventually transitioned to home detention.

In order to help prepare for transition from the correctional facility to the general public, some inmates are selected to participate in work off the facility grounds when available. This allows the inmate to gain work experience and better their chances for future employment upon release. In house, we allow qualified inmates to participate in the culinary program. Not only does this program provide basic healthy cooking skills, it gives the inmates opportunity to obtain a "Safe Serve" certificate to assist them in finding work in the restaurant industry upon release. Inmates can also be selected to the courthouse cleaning crew which helps to provide them with basic sanitation skills which can lead to employment in janitorial services. These are an important component of making inmates self-sufficient prior to release from the facility and reducing recidivism. The 2 Correctional Officer positions are assigned to overseeing the monitoring of the inmates in these programs, however several officers assist in order to make all programs function properly.

AB 109 funds are utilized to fund two full time Deputy Sheriff positions. These positions assist Corrections with the Electronic Monitoring Program by; completing the preliminary search of a residence and confirming the actual address where the inmates lists as their residence. Additionally, Deputies conduct random and requested contacts on participants in the program. Deputies are also used to confirm participants are at work when participating in the work release program and relay any discrepancies when noted. When violations occur, Deputies assist corrections in returning participants and their monitoring equipment to the facility. They continually assist in monitoring inmates enrolled in Alternative Custody Programs and accompany the Deputy Probation Officers in the field and perform patrol work. These positions also assist the District Attorney's Alternative Sentencing / Prop 47 Program with checks on their clients when requested to do so.

Medicated Assisted Treatment (MAT) has been implemented and continues in the jail for inmates who use or have a history of opioid use or abuse. This program was initiated in the medical field throughout the nation and pushed into the criminal justice system and corrections in an effort to reduce opioid overdose deaths. The participants in this program range from one inmate to ten inmates at any given time being

treated inside the facility. This has caused increases in prescribed medications, counseling and medical treatment, which has had a fiscal impact.

Through partnerships with other county departments, schools, and community organizations, inmates also have access to services from the Behavioral Health Department, to include tele-psych, Celebrate Recovery substance abuse counseling, individual and group counselling; a college correspondence course, and when possible attending FRC, Bible Study, and the Mise En Place culinary arts program in which the inmates earn a safe serve certificate. We have had the opportunity to assist the Parks and Recreation Department with maintaining playground equipment. This experience led to two inmates getting jobs upon release, one with the Park and Recreation Department and the other with a local contractor. Our Culinary class has provided meals to sell for FRC's horse auction, served at a Rotary function and assisted in prepping food for other community events. All these experiences have led to better community understanding of our programs and given the inmates an opportunity to re-establish into their communities.

The future goals of the Sheriff's Office are to expand on contact with AB-109 clients by patrol. The intent is to take a mentoring approach by patrol staff. Many times, the only contact an AB-109 client has with patrol is when they have violated their terms or are suspected of a crime. By patrol engaging in a routine check on clients, the goal is to better address any issues before they become a criminal violation. Engaging with patrol in a positive light will institute a feeling of support and assistance and can provide indicators of what services may be lacking when a client is struggling to succeed. These contacts may be by a solo officer or in conjunction with Probation.

In corrections, we intend to continue to look for additional educational and job training services. Staff has continually reached out to local businesses who may be able to employ likely candidates. We have and will continue to expand any job training programs within the county to increase the likelihood of inmates having employment and bettering the success rate upon release. The overall goal within the correctional facility is to have all aspects of re-entry services established and functioning at a high level prior to opening the new facility where all services will be provided at the Daily Reporting Center by the different departments in our county.

Probation Department: The Probation Department is implementing evidence-based practices, including but not limited to, a behavior response matrix, data collection, Cognitive Behavioral Therapy (CBT) Journaling, Cognitive Restructuring Group (CRG) and completion of needs assessments and case plans. Recent years have witnessed implementation of evidence-based practices in the Probation Department by hiring two full time Deputy Probation Officers, hiring a Management Analyst, increasing trainings, increasing field presence, staff reassignments, and implementing interactive journaling. Continued progress toward becoming a research driven organization is anticipated. Staff remain dedicated to strategies which promote positive behavior change in offenders, reduce recidivism and ultimately enhance community safety.

The Probation Department investigates, assesses, and supervises offenders; and is an essential, neutral arm of the Court. Probation utilizes the Static Risk and Needs Assessment (SRNA) to assess defendants prior to sentencing, who are not recommended for a prison commitment. In addition, staff assess offenders who

are released in the community under PRCS. Review of the CDCR pre-release packet and participation in a Pre-release Video Conference with CDCR enable Probation Officers to prepare the defendant for reentry. Based on risk scores, offenders are assigned to the appropriate supervision guidelines.

Those released under PRCS are placed on an AB 109 caseload for Intensive Supervision. Other caseloads supported by realignment funding may include; High Risk, Moderate Risk, Domestic Violence, DUI, Sex Offender and Community Justice Court. Caseload ratios will average 20:1-50:1, depending on the number of clients receiving intensive supervision services. Support, fiscal, data, and supervisory staff provide support to the Probation Officers. In order for Deputy Probation Officers to effectively supervise clients, the American Probation and Parole Association (APPA) Standards recommend moderate to high-risk caseloads not exceed 50 and intensive supervision caseloads not exceed 20. This Department combines these caseloads and includes Community Justice Court and Re-Entry clients. Clients assigned to these caseloads are assessed using the Offender Needs Assessment (ONA), an evidence-based assessment tool, and provided programming and services targeting their top criminogenic needs. A case plan will be developed and updated as necessary with the client, focused on their top criminogenic needs, in order to assist the offender to be successful in the community, thus minimizing the risk to reoffend.

Comprehensive supervision and case management includes risk and needs assessments, collaborative case planning, exposure to a variety of treatment options, use of motivational interviewing, drug testing, field contacts, electronic monitoring, swift and certain responses to violations using graduated sanctions and incentives to promote positive behavior change, and other efforts to support the successful reintegration of offenders back into the community.

Housing: CCP funds will be used to partially support a contract for transitional housing. PRCS clients will be prioritized. Transitional housing services will include intensive case management, case planning, life skills training and access to all services provided by the Probation Department, as well as referrals to other applicable service providers. Participants will receive intensive supervision and support.

Intensive Supervision: A critical component to enhancing public safety and reducing recidivism begins with holding clients accountable through field visits, searches, case planning, victim contacts, and collateral contacts. The Probation Department provides evidence-based assessments, graduated sanctions, interventions, drug testing, electronic monitoring, apprehension of offenders who violate the conditions of their supervision, positive incentives, and reporting to the Court.

Collaborative Offender Reentry Program (CORP)(formerly known as Multi-Disciplinary Re-Entry): This program assists incarcerated clients in making a successful transition to the community by streamlining the release process, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support. Program goals include, but are not limited to, assisting clients with: Obtaining stable housing, obtaining stable employment, education services, and accessing appropriate mental health services. Currently, the Probation Department assists with transportation out of custody to the County for PRCS clients, facilitates options for stable housing, and conducts Pre-Release Video Conferencing (PRVC). This program has

expanded to locally incarcerated individuals and implementation of Getting It Right cognitive behavioral reentry journaling.

Electronic Monitoring and GPS: This program provides a viable alternative to jail incarceration and allows offenders to maintain employment and/or schooling, obtain services, and care for their family under increased supervision. This program assists with reintegration, accountability, and monitoring.

Drug/Alcohol Testing: Drug testing often supplements offender drug treatment, relapse prevention, and is often a condition of supervision. The Plumas County Probation Department has drug testing locations in Quincy and Portola. This program also includes 24/7 alcohol monitoring.

Interactive Journaling: The Probation Department facilitates the Courage to Change journaling series to adult clients. This program assists clients in making positive and lasting life changes. It is an evidence-based approach to helping clients move through the stages of change.

52-Week Batterer's Intervention Program: This program, offered through a community provider, assists both males and female clients, supervised by the Probation Department, in their desire to stop the abusive behaviors they have chosen in the past. The primary purpose of this program is to protect those in the community who have been a victim of domestic violence. This purpose is pursued by offering skills of accountability, healthy life choices, and non-violent relationships that respect both themselves and those who they are in a relationship with. These skills are to be used as options when coping with difficult relationship issues. Each participant's program follows a treatment plan which includes standardized elements and can have case-by-case collateral requirements designed to help increase their benefit from the program and reduce their likelihood of recidivism. This program meets all current California Penal Code 1203.097 standards regarding such programs.

Cognitive Behavior Restructuring Group: This 16-week program, offered through a community provider, encourages clients to develop their ability to recognize distorted or unrealistic thinking and change problematic thinking and behaviors.

Sex Offender Treatment: Clients convicted of certain sex related offenses are provided with an approved Sex Offender Management Program. The program may include individual counseling, family counseling, and polygraphs to help addicts deal with issues underlying their addiction, shame, guilt, and pain.

Intensive Outpatient Treatment: This program is currently offered by the Behavioral Health Department through trained facilitators. It is an indispensable element of effective substance abuse and mental health treatment. Additionally, the Behavioral Health Department provides clients with other resources and referrals such as therapy and housing.

Further Collaborations: The Probation Department maintains relationships with various community organizations to provide opportunities that promote client success, including but not limited to: Celebrate Recovery, Work/job programs and services, housing and transitional assistance, and adult education and literacy.

District Attorney's Office: The Alternative Sentencing Program Office is located within the District Attorney's Office and works with the Courts throughout Plumas County, ancillary service providers, non-profits as well as law enforcement to ensure a quality, evidence-based pretrial release, re-entry and reintegration program is being offered in Plumas County.

The Plumas County Alternative Sentencing Program (ASP) Office exists to assist offenders in the journey of becoming clean and sober, stop drug-related crime, reduce impaired driving and reunite broken families.

By utilizing the ASP, clients are ensured safe, monitored, evidence-based assessments, referrals and services. By giving qualified defendants the opportunity to retain employment and housing as well as spend limited time in custody, ASP provides high-cost savings to taxpayers. ASP is proud to provide evidence-based and effective services that benefit the clients and the community at large.

When an individual is sentenced or referred by the Court to any track in the Community Justice Court (Diversion, AB1810, Drug Court), ASP staff will interview the offender and refer them to the appropriate treatment, education or counseling program by conducting an interview and utilizing the RANT triage tool (to include DUI), CARS-5, CARS MH, as well as Risk and Need Responsivity Tool and ORAS assessment tools. By utilizing the Alternative Sentencing program, clients are ensured safe, monitored, evidence-based assessments, referrals and services. Additionally, clients have complete and certified documentation of program enrollment and completion, which is sent directly to the Court and Probation. By helping qualified and court-referred defendants the opportunity to retain employment and housing as well as limited time spent in custody, the ASP provides high-cost savings to taxpayers. Alternative Sentencing is proud to provide evidence-based and effective services that benefit clients and the community at large.

The ASP gives the Courts, prosecutors, and defense bar additional information to streamline the Adjudication process and assist the offender in returning to work, early identification and referral to necessary counseling and treatment services. The ASP is available on all arrests that take place in Plumas County with the goal to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, and treatment that will address the offenders' criminogenic needs and at the same time help advance public safety.

Other services of the ASP may include:

- Assisting in collecting, compiling, verifying and evaluating information regarding defendant's criminal history.
- Evaluate defendant's eligibility for alternative sentencing programs and services.
- Determine when a specialized program referral is appropriate and/or necessary.
- Assist in coordinating intensive case management services for assigned defendants.
- Assist with and coordinate placement of defendants into transitional housing, substance abuse, mental health and related treatment programs.
- Serve as a resource regarding the effectiveness of specific reentry programs.
- Work with the local Corrections facility in the implementation and oversight of evidence-based programs in the jail as well as transition planning upon release.

- Oversee and manage all evidence-based services offered to offenders through the Day Reporting Center as well as through other service providers.

The ASP in the past was responsible for the creation; implementation and oversight of the Day Reporting Center, where all released participants reported and received services. That service concluded in 2016 when other county departments opted not to work with Criminal Justice system. The closing of the Day Reporting Center has dramatically impacted the recidivism rate within Plumas County and caused the level of services available to those criminally involved offenders to be reduced radically doing more harm than good for Plumas County.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project: The Bridge Project will address the needs of those individuals who are transitioning from incarceration back into the community but unlikely to succeed without intensive supportive services. ASP, in collaboration with Rethink Industries and other community-based partners, will address the housing and intensive case management needs of offenders across all programming in collaboration with Bridge housing. ASP and community-based partners utilize a multi-disciplinary team approach, evidence-based treatment modalities, shared assessments, and intensive case management, planning and implementation. Participants are connected to services that best meet their needs with special attention given to specific demographics as identified with respect to race, ethnicity, gender, sexual orientation, or immigration status.

Community Justice Court (CJC): Alternative Sentencing oversees this collaborative Court program which includes multiple tracks including the AB 1810 Mental Health Diversion Court and diversion track. The goal of the CJC is for participants to learn to live their lives without alcohol and/or drugs and for them to address all the related problems associated with alcohol/drug use, especially the criminal behavior that hurt them, their family and loved ones, and the community. This program affords participants the opportunity to eliminate future criminal behavior and improve the quality of their lives while assisting them in addressing an array of legal, housing, vocational, and treatment needs as individually identified for each participant. To be successful in recovery and addressing addiction, mental health, and other issues, the participants must have access to a community-based, coordinated system of comprehensive services overseen by the Superior Court and supported and approved by criminal justice partners.

Day Reporting Center: The Day Reporting Center (DRC) is currently closed. When reopened The Plumas County Day Reporting Center (DRC) will be an on-site cognitive restructuring program designed to change an offender's adverse thinking patterns, provide education and job training to enable long-term employment, and hold unemployed offenders accountable during the day.

With the partnership of the Plumas County Sheriff's Office the Alternative Sentencing Program plans to move forward with opening and operating a new Day Reporting co-located with the new Plumas County Correctional Facility. The jail construction grant that was awarded to the Plumas County Sheriff's Office with the assistance of ASP in the second round includes space for a Day Reporting Center and will be utilized upon completion of construction of the new facility.

When reopened, the goals of the DRC would be to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision. Participants who report to the Day Reporting Center will have the opportunity to experience the following:

- Reconnection with their families
- Apply for social service benefits
- Enroll in medical benefits
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Participate in structured activities within the community
- Enhance their coping skills through group and peer counseling
- Structure their activities within the community

The goal is to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, treatment, sanctions and incentives that will address the offenders' criminogenic needs and at the same time help advance public safety.

Behavioral Health Department: "The mission of Plumas County Behavioral Health is to provide quality, accessible, culturally and personally sensitive behavioral health services, supported by sound, ethical business practices, to enhance people's ability to function effectively within their community." Plumas County Behavioral Health management is guided by the following principles: a) continuous learning and improvement in service delivery and administration, b) quality mental health and substance abuse services for persons of all ages, c) partnership at all levels and between all levels, d) preventive and integrative approaches to behavioral and physical health, e) dignity, respect and compassion for all persons, f) active involvement of consumers in their treatment and recovery process, and g) cooperation and support with county partners, community providers and agencies. Efficient and effective use of resources and measurable outcomes are underling principles.

Within the criminal justice system, Behavioral Health provides invaluable services, including services for clients on felony and misdemeanor calendars, provides crisis assessments for at-risk, in-custody defendants, provides services for the Community Justice Court and Prop 47 Diversion programs and provides full services for the AB1810 Mental Health Diversion program. Additionally, it is anticipated Behavioral Health will staff and serve as a stakeholder upon the opening of the Day Reporting Center.

The Behavioral Health Department provides outpatient services for mental health and substance use disorders in Quincy and at its Community Wellness Centers in Portola, Greenville and Chester. Outpatient residential services for substance use treatment are funded by the Substance Abuse Prevention and Treatment/SAMHSA grants through contracted out-of-county facilities. The primary target for mental health services are Plumas County MediCal beneficiaries as determined in the Mental Health Plan with the State. Services include outpatient individual and group therapy provided by staff. Inpatient mental health

services are provided by hospitals and psychiatric health facilities located out of county. The electronic health record data system tracks these mental health services which are reimbursable for non-custody clients.

The Behavioral Health Department provides individual and group mental health related services at the jail. Criminal justice involved populations, both in and out of custody, benefit from an array of group and individual services provided by the Behavioral Health Department for mental health, substance abuse, and case management needs.

AB 109 funds are utilized to ensure ongoing, consistent provision of services in the jail. This funding supports the cost of providing Tele-med services in the jail and the associated costs of nursing staff and case management screening and documentation.

CCP Plan and Future Goals

Plumas County's CCP continues their commitment to reducing recidivism by maximizing the effective investment of criminal justice resources in evidence-based supervision, correctional sanctions and programming. Achievement of this goal continues to be contingent on an early-intervention, integrated model. While this model is primarily court-based, all stakeholders are necessary to its success.

Day Reporting Center

Plumas County operated a highly successful Day Reporting Center until recently. The CCP Executive Committee intends to reopen the Day Reporting Center. The Day Reporting Center (DRC) is both a place and a program. The DRC will provide a “one stop shopping” approach for a myriad of offenders in the criminal justice system. The DRC will house community (both public and private) service providers in one location. Offenders will be directed to the DRC and provided appropriate services as determined by evidence-based assessment tools. Among the service providers can be organizations such as Alternative Sentencing, Behavioral Health, Probation, Parole, Alliance for Workforce Development, PCIRC, PRS, etc.

In the coming years, the Plumas County Sheriff's Office will open a new correctional facility with an attached 1,000 square foot dedicated Day Reporting Center.

Goal	Create Plan for opening of Day Reporting Center fall 2024
Objective	Identify agencies to operate in DRC
Objective	Identify program schedule and needs for opening in fall 2024
Objective	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center.
Objective	Identify and outline target population to be served at Day Reporting Center
Objective	Improve supervision strategies that will reduce recidivism and improve criminal thinking

Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure	Number of offenders enrolled, participating and completing programs
Outcome Measure	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project:

Expansion of the reentry services being provided by the ASP will further assist incarcerated individuals in making successful transition to the community by streamlining release processes, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk incarcerated individuals who will be released without supervised probation. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing, obtaining stable employment and/or vocational training; education services, accessing appropriate mental health services, and accessing appropriate evidence-based programming.

The BRIDGE Multi-Disciplinary Reentry Team (MDRT) may consist of representatives from the following agencies: ASP, Plumas District Hospital, Plumas County Correctional Facility, and the Behavioral Health Department; Community partners such as Rethink Industries, the Alliance for Workforce Development (AFWD) and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate participants will be identified by the MDRT, following their 10-day wellness visit. Assessments and planning will begin once the 10-day wellness visit has been completed, once the individual is sentenced and a release date is identified development of a release plan will commence by

providing participant with re-entry workbook. Ninety days prior to release workbook will be complete and weekly meetings with ASP re-entry case manager will begin. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for services and programming. Thirty days prior to reentry a review the client's reentry case plan, and ensure the appropriate referrals and services are in place and a plan for release day will be created.

Goal	Create and Implement BRIDGE Reintegration Project
Objective	Identify defendants who are in custody and who will remain in custody for 3 months or longer.
Objective	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure	Program engagement and completion while in custody
Outcome Measure	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	ASP has secured funding from multiple sources to plan and implement BRIDGES project.

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
Objective	Increase number of referrals to CJC
Objective	Increase number of referrals for BRIDGE project

Objective	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project
Objective	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs
Outcome Measure	Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGES
Outcome Measure	Number of referrals vs. number of arrestees eligible and interviewed for <ul style="list-style-type: none"> ● BRIDGE Project ●Community Justice Court ●Day Reporting Center
Progress toward stated goal	Jail construction has begun CJC is operating and additional funding is being sought for continued growth Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written.

Collaborative Offender Reentry Program (CORP)(Formerly Multidisciplinary Reentry Program):

Expansion of the reentry services being provided by the Probation Department will assist incarcerated individuals with reintegration into the community upon release. This population includes high and moderate risk formal probation clients, Post-release Community Supervision clients, and Mandatory Supervision clients. The program assists recently incarcerated clients with successful reintegration into the community by streamlining the release process, improving collaboration between essential service providers, linking clients to effective in-custody and post-release evidence-based programming, and providing general support. Program goals include, but are not limited to, assisting clients with obtaining stable housing, obtaining stable employment, further education, job skill training, and providing access to needed services, such as mental health and substance abuse services. Pre-release Video Conferences

(PRVC) will be held for each PRCS client prior to release from prison. Conferences will assist in determining services and supports required to facilitate a successful transition into the community. PRVCs include invitations to services providers who offer resources needed by the client. These providers include, but are not limited to; Behavioral Health Department, Environmental Alternatives Family Services, Plumas Crisis Intervention and Resource Center, Plumas County Literacy Program, and Alliance for Workforce Development. In addition, reentry services are provided for locally incarcerated individuals. Prior to release, an Offender Needs Assessment will be completed, followed by a case plan designed to address the identified criminogenic needs. Reentry journaling will be initiated while in custody and continued upon release. Treatment team meetings with service providers occur prior to and after release for applicable clients. At times, the Probation Department will assist PRCS clients with transportation from prison facilities to Plumas County. Whenever possible, locally incarcerated individuals are transported from the jail to the Probation Department immediately upon release. Each client is offered programs through the Probation department and provided referrals for services, as needed, prior to and following release.

Goal	<u>Enhance Collaborative Offender Reentry Program (formerly Multidisciplinary Reentry Program)</u>
Objective	Identify in-custody defendants being released to PRCS or supervised probation.
Objective	Engage eligible clients by providing terms of probation, Probation Officer assignment, assessment(s), case plan, journaling, and referrals while in custody.
Outcome Measure	Percent of clients who received Offender Needs Assessment prior to release.
Outcome Measure	Percent of clients who received a case plan prior to release.
Outcome Measure	Percent of clients who were engaged in reentry journaling prior to release.
Outcome Measure	Number of clients who obtained employment or enrolled in college within 3 months, 6 six months, 9 months, and 12 months
Outcome Measure	Recidivism rates 1 year out 3 years out
Progress toward stated goal	Reentry efforts have continued to progress. Probation Officers have engaged clients while in-custody and initiated Offender Needs Assessments and journaling programs. Recently, Officers have begun to provide in- custody clients with written documentation regarding court orders/terms of probation and assigned Officer soon after sentencing. Pre-release Video Conferences for clients exiting prison have been completed on a regular basis. The Probation Department's new housing program has proven highly effective and is a critical component of CORP. Areas in need of improvement include a higher percentage of completed ONA's

	and case plans, as well as improved data capture. Staffing shortages have hampered progress.
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Probation Department Transitional Housing Program

In partnership with Environmental Alternatives Family Services, the Probation Department initiated a three-unit transitional housing program that features intensive supervision, intensive case management, case planning, life skills training, a collaborative team model, access to all programs offered by the Probation Department and community partners, as well as referrals to other applicable county agencies. Case management services are comprehensive and address needs such as medical, financial, physical, mental, educational, vocational, and more. PRCS and high risk/high need felony probation clients have been, and will continue to be, prioritized. The program can provide a furnished, self-sufficient, living space for clients reintegrating back into the community following incarceration or those client's experiencing homelessness during their period of supervision. The program supplements the Probation Department's CORP program. Treatment Team participants include, but are not limited to, representatives from; Probation Department, Environmental Alternative Family Services, Behavioral Health Department, Plumas Crisis Intervention and Resource Center, Alliance for Workforce Development, and Feather River College. Case Plans and services are developed with a team approach and input from clients. The program offers a high level of accountability and opportunity for clients.

Goal	Maintain and Enhance Probation Transitional Living Program
Objective	Reduce recidivism
Objective	75% of clients will transition to stable housing within 9 months
Objective	75% of clients will obtain stable employment or enrollment in college within 9 months
Outcome Measure	Recidivism rates: 1 year and 3 years out
Outcome Measure	Percent of PRCS clients who transition to stable housing within 3 months, 6 months, 9 months and 12 months
Outcome Measure	Percent of PRCS clients who obtain employment within 3 months, 6 months, 9 months and 12 months
Progress toward stated goal	The program was initiated in October 2022 and has been highly successful. Five high risk clients have participated in the program, including three PRCS clients, one felony probation client, and one pretrial client. Two clients obtained employment and two enrolled in college. One successfully transitioned to stable housing. To date, none of the clients have committed a new offense while in the program. Intensive supervision and case management are provided. Collaborative treatment team meetings have been provided on a consistent basis. The program is currently full, with a waiting list.

FY 2023-24 Community Corrections Partnership Survey

PART A – TEMPLATE ONLY

Part A of the Fiscal Year (FY) 2023-24 Community Corrections Partnership (CCP) Survey collects information about CCP Membership and implementation of the county's CCP plan. For detailed guidance on how to complete Part A of the CCP Survey, please refer to the [CCP Survey Data Reporting Guide](#).

Part A is divided into five (5) sections:

- Section 1: Respondent Information
- Section 2: CCP Membership
- Section 3: Goals, Objectives, and Outcome Measures
- Section 4: Types of Programming and Services
- Section 5: Optional Questions

When applicable, use **person-first language** and terminology that eliminates potential generalizations, assumptions, and stereotypes.

Responses to the CCP Survey shall represent the collective views of the CCP and not a single agency or individual.

SECTION 1: RESPONDENT INFORMATION

Section 1 asks questions related to the county for which survey responses are provided, the individual who is completing the survey, and who BSCC may contact for follow-up questions. There are three (3) questions in this section.

1. Please identify the county name for which this survey is being submitted:
2. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Survey Respondent Contact Information	
Name:	Keevin Allred
Organization:	Plumas County Probation Department
Email Address:	keevinallred@countyofplumas.com
Phone Number:	5302836200

3. Identify the individual who may be contacted for follow up questions. Check the appropriate box to the left of the list.

Same as above
 Other (If "Other" is selected, provide contact information below)

Survey Follow-up Contact Information	
Name:	Miguel Herrera

Organization:	Plumas County Probation Department
Email Address:	miguelherrera@countyofplumas.com
Phone Number:	5302836200

SECTION 2: CCP MEMBERSHIP

Section 2 asks questions related to the CCP composition and meeting frequency. There are four (4) questions in this section.

4. CCP membership roles: Provide the name and organization of each individual fulfilling a membership role as of October 1, 2023 in the spaces to the right of each membership role.

- If a public membership role does not exist in the county, respond by indicating “not applicable.” This should only be used if the county does not have the specific position listed.
- If a position exists in the county but the membership role is not filled in the CCP, respond by indicating “vacant.”
- For county positions, one person may fill multiple roles.

Role	Name	Organization
Chief Probation Officer	Keevin Allred	County Probation Dept.
Presiding Judge of the Superior Court or designee	Deborah Norrie (designee)	Superior Court of California
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Debra Lucero	County Administrative Officer
District Attorney	David Hollister	County District Attorney Office
Public Defender	Craig Osborne	Public Defender
Sheriff	Todd Johns	County Sheriff's Dept.
Chief of Police	NA	
Head of the County Department of Social Services	Neal Caiazzo	County Department of Social Services
Head of the County Department of Mental Health	Sharon Souza	County Behavioral Health Department
Head of the County Department of Employment	Vacant	
Head of the County Alcohol and Substance Abuse Programs	Sharon Sousa	County Behavioral Health Department
Head of the County Office of Education	William Roderick	County Office of Education
A representative from a community-based organization with experience in successfully providing rehabilitative services	Vacant	

to persons who have been convicted of a criminal offense		
An individual who represents the interests of victims	Ashlee Johnston	

5. How often does the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the CCP's **regular** meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

6. How often does the Executive Committee of the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the Executive Committee's **regular** meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

7. Does the CCP have subcommittees or working groups? Check the appropriate box to the left of the list.

- Yes
- No

If "Yes," list the subcommittees and/or working groups and their purpose.

	Subcommittee/Working Group	Purpose:
1.	CCP Budget/RFP Subcommittee	Budgeting purposes
2.		
3.		
4.		
5.		

SECTION 3: GOALS, OBJECTIVES, AND OUTCOME MEASURES

Section 3 asks questions related to the CCP's goals, objectives, and outcome measures. Please refer to the [CCP Survey Data Reporting Guide](#) for detailed information about goal and objective statements, and outcome measures.

Updated Information on FY 2022-23 Goals, Objectives, and Outcome Measures

Questions 8, 9, and 10, ask the CCP to provide *updated* progress information about the goals, objectives, and outcome measures previously reported for FY 2022-23 in the 2022-23 CCP Survey.

For each question, provide the goals, objectives, and outcome measures as reported in the FY 2022-23 survey. The progress information (last two rows of each table) should be updated to reflect the progress achieved over the full fiscal year.

8. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Support and Grow the Community Justice Court
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	Effective January 2020 Plumas County began operating its Community Justice Court and the Office of Justice Programs awarded the District Attorney's Office a 3 year Drug court implementation grant. As of November 1, 2022, approximately 25 participants are engaged in this programming and, thus far, are seeing exceptional results in terms of sobriety, employment and other stated goals.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

9. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Implement and Enhance Multi-Disciplinary Reentry Program
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	<p>-Assigned Probation Officers have engaged clients prior to reentry and assessed needs of some clients with ONA assessments. Referrals for services were made prior to clients release from custody, including maintaining Behavioral Health services when applicable. The Probation Department obtained transitional housing to be made available to clients reentering the community from prison or jail. Five clients, three of them PRCS clients, have utilized the housing program since its inception in October 2022. The program includes intensive casemanagement, intensive supervision and a collaborative treatment team model. Additional housing resources will likely be needed and are being pursued. All PRCS clients are being engaged in Pre-release Video Conferences prior to release. These conferences include invitations to services providers who may be able to provide services or resources to these clients. Probation Officers have attempted to pick clients up at the jail when they are being released back into the community. Data entry needs improved to more effectively track services provided.</p>
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10. Describe a goal and the associated objectives as reported in the FY 2022-23 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2022-23. If no goal, objective, or outcome measure was identified in FY 2022-23 respond by indicating "Not Applicable."

Goal	Reopen and Operate Day Reporting Center
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	Construction has started on new facility to open Fall 2023
Rated progress toward the goal:	<input checked="" type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

Information on FY 2023-24 Goals, Objectives, and Outcome Measures

11. For FY 2023-24, will the CCP use the same goals, objectives, and outcome measures identified above from FY 2022-23? Check the appropriate box to the left of the list.

- Yes. (Skip to Section 4)
- No. The CCP will add and/or modify goals, objectives, and outcome measures (Continue with section below)

Questions 12, 13, and 14, the CCP is asked to describe a goal and its associated objectives and outcomes for FY 2023-24. For the goal, also provide information about the current progress toward the stated goal. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2024-25 CCP Survey.

12. Describe a goal for FY 2023-24 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Objective:	Increase number of referrals to CJC Increase number of referrals for BRIDGE project
Objective:	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project
Objective:	Increase access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Outcome Measure:	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGEs
Outcome Measure:	Number of referrals vs. number of arrestees eligible and interviewed for: *BRIDGES Project *Community Justice Court *Day Reporting Center
Briefly describe <i>current</i> progress toward goal:	Jail construction has begun. CJC is operating and additional funding is being sought for continued growth. Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written.
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input checked="" type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

13. Describe a goal for FY 2023-24 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Create and Implement BRIDGE Reintegration Project
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify defendants who are in custody and who will remain in custody for 3 months or longer
Objective:	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to , identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective:	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release.
Outcome Measure:	Percent that are placed in housing for those that need it upon release. Percent that maintain housing after release
Outcome Measure:	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.
Briefly describe <i>current</i> progress toward goal:	ASP has secured funding from multiple sources to plan and implement BRIDGES project.
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input checked="" type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

14. Describe a goal for FY 2023-24 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2023-24, respond by indicating "Not Applicable."

Goal	Enhance Collaborative Offender Reentry Program (CORP) (formerly Multi-Disciplinary Reentry Program).
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify in-custody clients being released to PRCS or supervised probation.
Objective:	Engage eligible clients by providing terms of probation, Probation Officer assignment, assessment(s), case plan, journaling, and referrals while in custody
Objective:	<p>75% of eligible clients will receive an Offender Needs Assessment (ONA) prior to release.</p> <p>75% of clients will receive a case plan prior to release</p> <p>75% of clients will be engaged in reentry journaling prior to release</p> <p>Qualified clients will be placed in housing program</p> <p>70% of clients will obtain employment OR enroll in college</p> <p>Reduce recidivism</p>
Outcome Measure:	<p>Percent of clients who received an ONA prior to release</p> <p>Percent of clients who received a case plan prior to release</p> <p>Percent of clients who were engaged in reentry journaling prior to release</p> <p>Number of clients placed in probation housing program</p>
Outcome Measure:	<p>Percent that obtain employment or enroll in college upon release within:</p> <p>3 months, 6 months, 9 months or 12 months.</p>
Outcome Measure:	Recidivism rates: 1 year out; 3 years out
Briefly describe <i>current</i> progress toward goal:	<p>Reentry efforts have continued to progress. Probation Officers have engaged clients while in-custody and initiated Offender Needs Assessments and journaling programs. Recently, Officers have begun to provide in-custody clients with written documentation regarding court orders/terms of probation and assigned officer soon after sentencing. Pre-release Video Conferences for clients exiting prison have been completed on a regular basis. The Probation Department's new housing program has proven highly effective and is a critical component of CORP. Areas in need of improvement include a higher percentage of completed ONA's and</p>

	case plans, as well as improved data capture. Staffing shortages have hampered progress.
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input checked="" type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

SECTION 4: TYPES OF PROGRAMMING AND SERVICES

Section 4 asks questions about the types of programs and services provided during FY 2022-23. For each type of program or service provided, identify the agency(ies) that provide the program or service and at what stage(s) the program or service is provided (in-custody, supervision, other). Please refer to the CCP Survey Data Reporting Guide for the BSCC's definition of each type of program and service listed and the stage(s) of program or service.

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
Mental Health/Behavioral Health – Services designed to improve mental health.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Substance Use – services designed to assist with substance use.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Housing – services designed to assist with housing after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >ASP
Employment – services designed to provide clients	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
with a job and/or to provide job training to improve chances of finding employment after release.		<input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> Other, describe: >CJC
Education – focuses on academic achievement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >ASP
Family – family-oriented education, service, and training.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Domestic Violence Prevention – support and intervention	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >52-week program probation and CBO CJC
Physical Health – services designed to improve clients' physical well-being.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input type="checkbox"/> Other, describe: >
Quality of Life – Services that enhance the standard of happiness, comfort, and well-being of an individual to participate in life events (e.g., assistance in getting a driver's license, opening a bank account, etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC

SECTION 5: OPTIONAL QUESTIONS

Section 5 asks optional questions about evaluation, data collection, programs and services, and local best practices. There are 9 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If the CCP chooses not to answer an optional question, please respond "Decline to Respond."

15. Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds.

>Request for Proposals process is utilized each year.

16. Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Check the appropriate box to the left of the list.

Yes
 No

If yes, explain how.

>The CCP Executive Committee reviews quarterly program and financial reports from the county and community partners to assure compliance with the application submitted for funding. The committee also assesses the overall annual progress and success for programs. Additional data collection and program documents can be requested for review.

17. Does the county consider evaluation results when funding programs and/or services? Check the appropriate box to the left of the list.

Yes
 No

If yes, explain how.

>The CCP Executive Committee will work to improve its evaluation process to give members and the general public a greater transparency of fund utilization and services provided to this population.

18. Does the county use BSCC definitions (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Check the yes or no box to the left of each BSCC Definition listed, as applicable.

Yes	No	BSCC Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Average daily population
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conviction
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Length of stay
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recidivism
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Treatment program completion rates

19. What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Check the most appropriate box to the left of the list of percentages.

Percent for Evidence-Based Programming
<input type="checkbox"/> Less than 20%
<input type="checkbox"/> 21% - 40%
<input checked="" type="checkbox"/> 41% - 60%
<input checked="" type="checkbox"/> 61% - 80%
<input type="checkbox"/> 81% or higher

20. We would like to better understand the county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services. What type and level of services are now available?

>An array of behavioral health and substance use disorder services are provided by the Behavioral Health Department including jail-based services, community-based services through four Wellness Center sites spread throughout the county and direct services at their main office. Additional mental health services are provided locally by private vendors and through in-patient out-of-county services. The Public Health Department offers Naloxone and the Medication Assisted Treatment (MAT) Program as well as counseling and behavioral therapies to treat substance use disorders and prevent opioid overdose. Partners also provide Tele-Med services, intensive case management and services for the severely mentally ill (SMI).

21. What challenges does the county face in meeting the above program and service needs?

>Local challenges include limited available housing that will address the permanent housing need of transitioning offenders. The county also lacks a structured emergency shelter model program. Geography and minimal transportation options also provide difficulties.

Staffing shortages have had a negative impact on meeting service needs.

22. What programmatic changes and/or course corrections has the CPP made in the implementation of Public Safety Realignment that it believes other counties would find helpful?

>The ability for each county to create a response that is best suited for their region and needs. Expanding collaborations with community-based partners and out of county rehabilitation entities enhance the work and services provided by county partners and opens doors to additional choices and services for clients. The Alternative Sentencing Program, the Sheriff's Office, Behavioral Health Department, the District Attorney, the Courts, the Public Defender, and the Probation Department have all been strong collaborators for Plumas County's success in adapting to an ever changing Public Safety Realignment effort. This model helps to build the number of evidence-based programs and services identified, and encourages blended funding.

23. Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.

>The Plumas County District Attorneys Alternative Sentencing Program was awarded CSACs Merit Award in Adminstration of Justice and Public Safety in 2020

ATTENTION: This concludes Part A of the FY 2023-24 CCP Survey.

Please complete Part B in Microsoft Excel which consists of two (2) budgetary sections and upload into the BSCC-Submittable online portal.

Optional Highlight or Success Story – *upload into the BSCC-Submittable portal*

In addition, to produce a more comprehensive report on the implementation of realignment, we are asking for a brief, one-page, visually appealing, highlight or success story that provides implementation information related to the county's Public Safety Realignment success. This highlight may include optional graphs, charts, photos, or quotes. Photos of programs in action along with quotes from program participants and/or community partners do not need to provide identifying information. The highlight or success story provided may be published in the *2011 Public Safety Realignment Act: Twelfth Annual Report on the Implementation of Community Corrections Partnership Plans*. While every effort will be made to include these in the report, inclusion is not guaranteed. Note: Ensure any individual(s) in the photos have given their consent for use/publication and do not submit any photos that include faces of minors (youth under the age of 18).

Submission Instructions

The complete CCP Survey package, including all attachments, shall be completed and submitted through the BSCC-Submittable online portal **by December 15, 2023**.

Please be aware that a complete CCP Survey package, including an updated CCP plan, MUST be submitted to the BSCC to receive compensation.

NOTE: The information provided in the CCP Survey package will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.

FY 2023-24 Community Corrections Partnership Survey

PART A – SECTION 3

ADDITIONAL GOALS FOR FY 2023-24

Information on FY 2023-24 Goals, Objectives, and Outcome Measures

This page provides the CCP additional space for responses regarding the describing a goal and its associated objectives and outcome measures FY 2023-24. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2024-25 CCP Survey.

Once completed, this document can be uploaded into the BSCC-Submittable online submission portal as instructed after Question #14 in the online CCP Survey. You may combine the additional Goal pages into a single PDF or upload up to eight (8) separate Goal pages (in this Word format).

*Describe a goal for FY 2023-24 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year.

Goal	Maintain and enhance transitional housing program
Part of FY 23-24 CCP plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Objective:	Reduce Recidivism
Objective:	75% of clients will transition to stable housing within 9 months
Objective:	75% of clients will obtain stable employment or enrollment in college within 9 months
Outcome Measure:	Recidivism rates: 1 year and 3 years out for participating PRCS clients
Outcome Measure:	Percent of PRCS clients who transition to stable housing within 3 months, 6 months, 9 months and 12 months
Outcome Measure:	Percent of PRCS clients who obtain employment within 3 months, 6 months, 9 months and 12 months
Briefly describe <i>current</i> progress toward goal:	Program was initiated in October 2022 and has been highly successful. Five high risk clients have participated in the program, including three PRCS clients, one felony probation client and one pretrial client. Two clients obtained employment and two enrolled in college. One successfully transitioned to stable housing. To date, none of the clients have committed a new offense while in the program. Intensive supervision and case management are provided. Collaborative treatment team meetings have been provided on a consistent basis. The program is currently full with a waiting list.

Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input type="checkbox"/> Somewhat slower than expected <input checked="" type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected
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FY 2023-24 Community Corrections Partnership Survey

PART A – SECTION 3

ADDITIONAL GOALS FOR FY 2023-24

Information on FY 2023-24 Goals, Objectives, and Outcome Measures

This page provides the CCP additional space for responses regarding the describing a goal and its associated objectives and outcome measures FY 2023-24. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2024-25 CCP Survey.

Once completed, this document can be uploaded into the BSCC-Submittable online submission portal as instructed after Question #14 in the online CCP Survey. You may combine the additional Goal pages into a single PDF or upload up to eight (8) separate Goal pages (in this Word format).

*Describe a goal for FY 2023-24 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year.

Goal	Create Plan for opening of Day Reporting Center fall 2023
Part of FY 23-24 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify agencies to operate in DRC
Objective:	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center
Objective:	Identify and outline target population to be served at Day Reporting Center
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant
Outcome Measure:	Number of offenders enrolled, participating and completing program Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permanent long term housing Family reunification

	Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Percent that obtain employment as a result of DRC engagement: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Briefly describe <i>current</i> progress toward goal:	Construction has begun on new jail and DRC. A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.
Rate the <i>current</i> progress toward the goal:	<input checked="" type="checkbox"/> Substantially slower than expected <input type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

FY 2023-24 Community Corrections Partnership Survey
PART B

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars.

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars. For detailed guidance on how to complete Part B of the CCP Survey package, please refer to the FY 2023-24 CCP Survey Data Reporting Guide at: https://www.bscc.ca.gov/m_realignment/.

The first question in this file, question 24, requests the name of the county for which the survey is being submitted.

Following the identification of the county, Part B is divided into two sections:

Section 6: FY 2022-23 Public Safety Realignment Funding Allocation

24. Please identify the county for which this portion of the survey is being submitted:
County Name: DU LHMAC

SECTION 6: FY 2022-23 Public Safety Realignment Funding Allocation

Section 6 contains questions related to the allocation of FY 2022-23 Public Safety Realignment dollars. There are three (3) questions in this section.

When answering these questions, consider the funds allocated in FY 2022-23 and include any monies from 2021-22 growth funds and 2022-23 programmatic funding.

25. Of the total funds received in FY 2022-23, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county used any carry-over funds (monies from previous annual CCP allocations) and/or if the county put any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. Please correct any cells displaying **red** prior to submitting.

Total Allocation: \$ 1,883,409

(Total sums to) \$ 1,883,409

Please spell out all names and do not use acronyms.

26. Of the total funds received in FY 2022-23, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: \$ 1,143,475

Total Allocation to non-public agencies: \$ 175,686

(Total sums to) \$ 1,143,475

(Total sums to) \$ 175,686

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

27. How much funding, if any, was allocated to data collection and/or evaluation of AB 109 programs and services?

A total of \$71,104, Including: \$62,562 - ASP Sentencing Manager. \$5,740 - Management Analyst. \$2,802 - Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

SECTION 7: FY 2023-24 Public Safety Realignment Funding Allocation

Section 7 asks three (3) questions related to the allocation of FY 2023-24 Public Safety Realignment funding.

When answering these questions, consider the total funds allocated in **FY 2023-24** and include any monies from 2022-23 growth funds and 2023-24 programmatic funding.

28. Of the total funds received in FY 2023-24, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county is using any carry-over funds (monies from previous annual CCP allocations) and/or if the county is putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. Please correct any cells displaying **red** prior to submitting.

Total Allocation: \$ 2,097,392

(Total sums to) \$ 2,097,392

Difference from

Stated Allocation: \$

Please spell out all names and do not use acronyms.

29. If known: of the total funds received in FY 2023-24, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: **\$ 1,295,412** **Total Allocation to non-public agencies:** **\$ -**

30. How much funding, if any, is being allocated to data collection and/or evaluation of AB 109 programs and services?

A total of \$22,895, Including: \$15,000 - ASP Sentencing Manager. \$4,913 - Management Analyst. \$2,982- Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

NOTE: The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.

IMPORTANT

A complete FY 2023-24 CCP Survey Package includes Part A (online portal form), Part B, Highlight or Success Story (optional), and an updated CCP Plan. All attachments by must be submitted to the BSCC through the BSCC-Submittable online portal no later than Friday, December 15, 2023.

If you have any questions or need technical assistance with the BSCC-Submittable online portal, please contact:

Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov
916.838.7777



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 12, 2023

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. Four/Fifths Roll call vote**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC (MRG, LLC) for employment related investigations.

Background and Discussion:

The County Counsel's Office wishes to enter into an agreement for employment investigations with Municipal Resource Group, Inc. (MRG, LLC). The total amount of the contract is not to exceed \$50,000.00.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations.

Fiscal Impact:

(General Fund Impact) this is an unbudgeted item, professional services of the general fund account will be utilized.

Attachments:

1. MRG, LLC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, 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 Fifty Thousand and 00/100 Dollars (\$50,000.00).
3. **Term.** The term of this Agreement commences November 22, 2023 and shall remain in effect through November 21, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

22. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. 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:

Municipal Resource Group, LLC

By: _____

Name: Mary Egan

Title: Member/Manager/Managing Partner

Date signed: _____

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed: _____

Approved as to form:


Sara James
Deputy County Counsel II

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of Plumas County employee(s).

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$325.00 per hour for work done in this matter. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoices for this matter will include all costs and expenses incurred, in addition to the hourly Fee. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: December 12, 2023

SUBJECT: Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out); general fund impact re-imbursement; reviewed and approved by Auditor Controller. Four/Fifths roll call Vote.

Recommendation:

Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out)

Background and Discussion:

On June 13, 2023, the Plumas County BOS approved IT's second amendment with Tyler Technologies to include an additional \$92,400 in training and support. The Board approved this request to come out of the Local Assistance and Tribal Consistency Fund. Fund 0026 LATCF is an unbudgeted fund and therefore needs a budget created for this item to be able to move the funds from the fund to IT's departmental budget. If not moved, \$92,400 would then be spent from General Fund rather than from 0026 LATCF.

Action:

Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out).

Fiscal Impact:

If not moved, \$92,400 would then be spent from General Fund rather than from 0026 LATCF. The approval of this item will result in \$92,400 not being spent out of the General Fund.

Attachments:

1. sup budget transfer LATCF IT
2. BOS approval 20230613
3. Tyler Munis contract ammendment 2

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO

Dept. No: 20030

Date 12/4/2023

The reason for this request is (check one):

Approval Required

Reason for this request is (check one):

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

Board

Board

Board

Auditor

Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
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TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #

Dent #

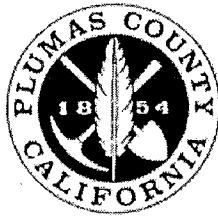
Acct #

Account Name

§ Amount

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.



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 JUNE 13, 2023

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

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

— Roll Call.

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

PLEDGE OF ALLEGIANCE

George Tarleton led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were none heard.

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 Zoom participant provided public comments regarding the recent letter and mention of Brown Act violations, and the District attorney taking action.

Sara James, County Counsel spoke to the previous public comment.

A Zoom participant provided public comment regarding past emails and correspondence. She additionally commented on staffing issues with the Sheriff's Department and the impact this has on public safety.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

John Mannle provided a brief report regarding recruitment of 6 interviews, out of 7 applicants. Those 6 applicants were offered entry-level jobs and were hired. All applications were acquired during the Jobfair held in May.

Sheriff Todd Johns provided a brief update on his request for the California Peace Officers Standards and Training to come up and provide free training for the Sheriff's office. This request was approved and a Post coordinator/ trainer came up and provided a 3-day training session with the Command Staff.

Planning Director, Tracey Ferguson provided a brief report and clarification on the article posted on Plumas News by Hat Creek regarding the temporary asphalt plant application being suspended. She also spoke about the Camping Ordinance adopted on June 6th 2023.

The County Librarian provided a brief update regarding the bookmobile project. She then spoke about the summer reading program, and the lunch at the library program.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest had nothing to report to the board this week.

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. ASSESSOR'S OFFICE

- 1) Approve the Assessor's Office to Recruit and fill; Part-time/Temporary Property Tax Assessment Technician/Specialist I/II Position.

B. DISTRICT ATTORNEY

- 1) Approve and authorize the Chair to sign an Agreement between the District Attorney's Office and Quincy Real Estate and Property Management, for provisional housing FY 2023/2024; not to exceed \$15,400.00; approved as to form by County Counsel.

C. ELECTIONS

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder-Registrar of Voters to conduct all Federal, State, and Local elections in the year 2023.

Motion: Adopt **RESOLUTION No. 23-8806** authorizing the Plumas County Clerk-Recorder-Registrar of Voters to conduct all Federal, State, and Local elections in the year 2023.

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.

D. SHERIFF

- 1) Approve and authorize the Board Chair to sign the agreement between the Sheriff's Office and Veritas Mountain Medical for nursing services in the Plumas County Correctional Facility for FY 2023/2024; not to exceed \$415,000.00; approved as to form by County Counsel.

E. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the County Librarian to close the Chester Library Branch on Saturday June 24, 2023 during the annual Almanor Arts Show, due to safety, security, and maintenance issues for that day.

F. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Director of Public Health to recruit and fill, two (2) extra-help Database Analyst positions; does not impact the General Fund.

G. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign Amendment No. 1 to the Agreement between Public Works and Ranch Fence, Inc., extending the term of the agreement for fence repair services at the Chester and Greenville Road Maintenance Yards; approved as to form by County Counsel.

H. COUNTY COUNSEL

- 1) Adopt **RESOLUTION** readopting the Conflict of Interest Code for Plumas County with an updated list of designated positions and disclosure categories; approved as to form by County Counsel.

Motion: Adopt **RESOLUTION No. 23-8807** readopting the Conflict of Interest Code for Plumas County with an updated list of designated positions and disclosure categories.

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.

3. PRESENTATION

A. Friends of Plumas County Animals - Rose Buzzetta (10 Minutes)

Update on the impact of unaltered feral cats on the rescue organizations, communities, and private citizens in Plumas County.

4. DEPARTMENTAL MATTERS

A. ASSESSOR - Cindie Froggatt

- 1) Adopt **RESOLUTION** appointing Charles Leonhardt, Retired Annuitant, to the Interim Chief Appraiser Position for the Assessor's Department; Government Code Section 21221(h); discussion

and possible action. **Roll call vote**

Motion: Adopt RESOLUTION No. 23-8808 appointing Charles Leonhardt, Retired Annuitant, to the Interim Chief Appraiser Position for the Assessor's Department; Government Code Section 21221(h).

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.

- 2) Approve and authorize the County Assessor's Office to recruit and fill, funded and allocated, 1.0 FTE Chief Appraiser position; vacancy due to resignation; discussion and possible action.

Motion: Approve and authorize the County Assessor's Office to recruit and fill, funded and allocated, 1.0 FTE Chief Appraiser position; vacancy due to resignation.

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.

B. AUDITOR CONTROLLER - Martee Nieman (Graham)

- 1) Adopt a **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN Limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2023/24; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt RESOLUTION No. 23-8809 adopting Proposition 4 Appropriation Limits (GANN Limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2023/24.

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.

C. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** adopting revised Plumas County Office of Emergency Services - OES Manager Job Classification; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt RESOLUTION No. 23-8810 adopting revised Plumas County Office of Emergency Services, Exhibit B as amended - OES Manager Job Classification.

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.

D. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and authorize the Chair to sign the Second Amendment to an Agreement between

Plumas County and Tyler-Munis for Financial 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 Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial 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 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.

E. PUBLIC WORKS - John Mannle

- 1) Adopt **RESOLUTION** adopting Senate Bill 1 Proposed Project List for FY 23/24 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8811** adopting Senate Bill 1 Proposed Project List for FY 23/24 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds.

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.

F. PLANNING DEPARTMENT - Tracey Ferguson

- 1) Approve and authorize Chair to sign Services Agreement not to exceed \$20,000 by and between Plumas County and Hinman & Associates Consulting, Inc. for FY 2023-24; approved as to form by County Counsel; discussion and possible action.

Following a brief report by the Planning Department Director:

Motion: Approve and authorize Chair to sign Services Agreement not to exceed \$20,000 by and between Plumas County and Hinman & Associates Consulting, Inc. for FY 2023-24.

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.

- 2) **10:00AM CONTINUED PUBLIC HEARING:**

A) Adopt **RESOLUTION** 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant; approved as to form by County Counsel; **Roll call vote**

Following a brief report on Items 4.F.2. and Item 4.F.3., by the Director of the Planning Department

Vice Chair Supervisor Hagwood opened the public hearing to public comment.

None being heard, the Vice Chair brought both matters back to the Board for discussion and possible action.

Motion: Adopt **RESOLUTION No. 23-8812** 2023 Summer, Plumas County General Plan Amendment to include the new electronic map, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant.

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.

3) **10:00AM CONTINUED PUBLIC HEARING.**

B) Adopt **ORDINANCE**, first introduced on June 6, 2023 General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; **Roll call vote**

Following a brief report on Items 4.F.2. and Item 4.F.3., by the Director of the Planning Department

Vice Chair Supervisor Hagwood opened the public hearing to public comment.

None being heard, the Vice Chair brought both matters back to the Board for discussion and possible action.

The Chair brought the matter back to the Board for discussion and possible action.

Motion: Adopt **ORDINANCE 23-1149**, first introduced on June 6, 2023 General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01.

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.

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

A. County Administrative Officer's Report

6. **BOARD OF SUPERVISORS**

A. **TITLE III SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING**

Consider the application(s) submitted by Plumas County Sheriff's Office, for FY 2022 Secure Rural Schools Funding Title III:

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project (\$49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project (\$35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project (\$45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project (\$42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project (\$80,000.00)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on August 8, 2023; discussion and possible action.

Motion: Consider the Title III Secure Rural Schools applications for funding submitted by Plumas

County Sheriff's Office, for FY 2022 Secure Rural Schools Funding Title III:

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project (\$49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project (\$35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project (\$45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project (\$42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project (\$80,000.00)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on August 8, 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 = 4).

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

B. APPOINTMENTS

- 1) Appoint Mark Guillory to the Plumas - Fish and Game Commission representing District 3, for a term of 3 years as recommended; discussion and possible action.

Motion: Appoint Mark Guillory to the Plumas - Fish and Game Commission representing District 3, for a term of 3 years as recommended.

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.

C. CORRESPONDENCE

Supervisor McGowan received correspondence regarding the proposed asphalt plant; DWR's reintroduction study on the North Fork of the Feather River above the diversion dam above Chester.

Supervisor Goss received correspondence regarding the proposed asphalt plant; correspondence regarding Portola and the Forest Service getting the campgrounds open; and on the animal /community cat issue. Continued correspondence regarding the rebuild of Greenville, and from PG&E regarding their project progress.

Supervisor Engel received correspondence regarding all of the matters previously reported, such as the proposed asphalt plant, the Solid Waste fee increases, Grizzly Lake CSD Board issues, and the Campgrounds.

Supervisor McGowan received correspondence regarding all matters previously reported by other board members.

D. 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 had no significant items to report.

Reported by Supervisor Goss regarding matters related to County Government and include Chairing the Behavioral Health Commission, participating in the LAFCo meeting, many meetings with DTSC and PG&E.

Reported by Supervisor Engel regarding matters related to County Government and included attending the DTSC/ RSF meeting.

Reported by Supervisor Hagwood regarding matters related to County Government and included Conversation and meetings regarding the Lawry House Project.

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 – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- 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 (3 cases)
- F. 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood reported that there was no reportable action taken on Agenda Items 7.A. through 7.F.

8. ADJOURNMENT

Adjourn meeting to Tuesday, June 20, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: June 13, 2023

SUBJECT: Approve and authorize the Chair to sign the Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial 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.

Recommendation:

Approve the not-to-exceed \$92,400 for training as described above.

Background and Discussion:

This is the Second Agreement following the First Agreement approved on 3/7/2023.

Action:

Approve and authorize the Chair to sign the Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial 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.

Fiscal Impact:

Funding for this training will come from the LACTF funds.

Attachments:

1. 23-250 FINAL

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND TYLER TECHNOLOGIES, Inc.**

This First Amendment to Agreement ("Amendment") is made on March 7, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Tyler Technologies, Inc. ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Tyler Technologies, Inc. entered into a written Agreement signed by the County on March 20, 2018, (the "Agreement"), in which Contractor agreed to provide certain software and associated services, including implementation services to Plumas County.
 - b. Because of a need for further training and implementation services the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Contractor will provide the following additional services, Implementation – Onsite, Implementation – Remote, and Project Management services, at the prices in the attached Sales Quotation, in an amount not to exceed \$92,400.00.
 - b. Contractor will provide County with detailed invoices for all services provided pursuant to the Sales Quotation.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 20, 2018, shall remain unchanged and in full force and effect.

Tyler Technologies, Inc.

By: _____
Name: _____
Title: _____
Date signed: _____

By: _____
Name: _____
Title: _____
Date signed: _____

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

By: 
Name: Dwight Ceresola
Title: Chair of the Board of Supervisors
Date signed: 03 07 23

ATTEST:

By: _____
Name: Heidi White

Approved as to form:


Sara James
Deputy County Counsel II

**Sales Quotation For:**

Plumas County
Room 104
520 Main Street
Quincy CA 95971-9366
Phone: +1 (530) 283-6256

Quoted By: Karen Grosset
Quote Expiration: 08/21/23
Quote Name: Plumas County - ERP - Financial
Implementation
Quote Description: Financial Implementation

Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Implementation - Onsite	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Implementation - Remote	320	\$ 200.00	\$ 0.00	\$ 64,000.00	\$ 0.00
Project Management	52	\$ 200.00	\$ 0.00	\$ 10,400.00	\$ 0.00
TOTAL					\$ 92,400.00

Summary

Total Tyler License Fees
2023-389282-Z2T5N1

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

CONFIDENTIAL

Page 1

Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 92,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 92,400.00	\$ 0.00
Contract Total	\$ 92,400.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ **Date:** _____

Print Name: _____ **P.O.#:** _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually

thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND TYLER TECHNOLOGIES, Inc.

This Second Amendment to Agreement (“Amendment”) is made on March 7, 2023, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and Tyler Technologies, Inc. (“CONTRACTOR”) who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Tyler Technologies, Inc. entered into a written Agreement signed by the County on March 20, 2018, (the “Agreement”), in which Contractor agreed to provide certain software and associated services, including implementation services to Plumas County.
 - b. PLUMAS COUNTY and CONTRACTOR entered into an Amendment (the “First Amendment”) on April 15, 2021, in which the parties removed certain unused services and added additional implementation services.
 - c. Because of a need for further training and implementation services the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Contractor will provide the following additional services, Implementation – Onsite, Implementation – Remote, and Project Management services, at the prices in the attached Sales Quotation, in an amount not to exceed \$92,400.00, at the rates indicated in the attached Sales quotation. For the avoidance of doubt, the not to exceed amount is exclusive of any applicable travel costs.
 - b. Fees for services delivered, plus any applicable travel expenses, will be invoiced as delivered. Contractor will provide County with detailed invoices for all services provided pursuant to the Sales Quotation.
3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement and the First Amendment on April 15, 2021, all provisions of the Agreement dated March 20, 2018, shall remain unchanged and in full force and effect.

Signatures on following page.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date signed:

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

By: _____

Name: Dwight Ceresola

Title: Chair of the Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Heidi White

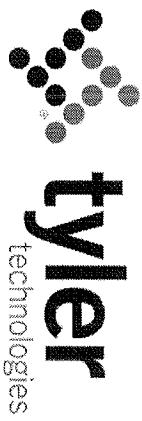
Title: Clerk of the Board

Approved as to form:



5/25/2023

Gretchen Stuhr
Plumas County Counsel



Quoted By: Karen Grosset
Quote Expiration: 08/21/23
Quote Name: Plumas County - ERP - Financial
Quote Description: Implementation
Financial Implementation

Sales Quotation For:

Plumas County
Room 104
520 Main Street
Quincy CA 95971-9366
Phone: +1 (530) 283-6256

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Onsite	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Implementation - Remote	320	\$ 200.00	\$ 0.00	\$ 64,000.00	\$ 0.00
Project Management	52	\$ 200.00	\$ 0.00	\$ 10,400.00	\$ 0.00
TOTAL				\$ 92,400.00	\$ 0.00

Summary

Total Tyler License Fees

2023-389282-ZZT5N1

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

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Total SaaS	\$ 0.00
Total Tyler Services	\$ 92,400.00
Total Third-Party Hardware, Software, Services	\$ 0.00
Summary Total	\$ 92,400.00
Contract Total	\$ 92,400.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually

- thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement. Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 12, 2023

SUBJECT: Appoint Rebecca Herrin to the Greenhorn Community Services District Board for a term of (1) one year, as recommended.

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Herrin, Rebecca ltr

BOARD OF SUPERVISORS

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



December 12, 2023

Greenhorn Community Service District
2049 Red Bluff Circle
Quincy, CA 95971

Re: Appointment of one New Board Trustee to the Greenhorn Creek Community Service District

On December 12, 2023, the Plumas County Board of Supervisors appointed Rebecca Herrin, to the Greenhorn Creek CSD.

I have included the Current Greenhorn Creek CSD Board Members and term expiration below.

<u>GREENHORN CREEK COMMUNITY SERVICE DISTRICT</u>	<u>TERM EXPIRES</u>
ZEINER, Elizabeth	12/01/2023
HERRIN, Rebecca	12/01/2024
HIGGINS, Amanda	12/01/2024
Vacant	
Vacant	

The Plumas County Board of Supervisors would like to thank all of you for your commitment to serving our community as a member of this Board.

Sincerely,

Greg Hagwood, Chair
Board of Supervisors



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 12, 2023

SUBJECT: Appoint David Price to the Chester Cemetery District Board of Directors, for a term of (4) years, as recommended.

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Price, David (LTR)

BOARD OF SUPERVISORS

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



December 5, 2023

Chester Cemetery District
P.O. Box 539
Chester, CA 96020

Re: Appointment of New Board Trustee to the Chester Cemetery District

Members of the Chester Cemetery District Board,

On December 5, 2023, the Plumas County Board of Supervisors appointed David Price to the Chester Cemetery District for a 4-year period beginning December 5, 2023.

I have included the Current Chester Cemetery District Board Members and term expiration below.

<u>CHESTER CEMETERY DISTRICT</u>	<u>TERM EXPIRES</u>
HARDIG, Judy	2027
HENSEL, Tammy	2022
MORGANROTH, Carol	2023
PRICE, David	2027
SPECIALE, Dennis	2025
GRAMS, George	2025

The Plumas County and the Board of Supervisors would like to thank all of you for your commitment to serving our community as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 12, 2023

SUBJECT: Appoint Stephen Tange to the Grizzly Ranch Community Services District for a term of two (2) years, as recommended.

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Grizzly Ranch CSD Tange, S. (ltr)

BOARD OF SUPERVISORS

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



December 5, 2023

Stephen Tange
260 Fox Sparrow
Portola, CA 96122

Re: Appointment to the Grizzly Ranch Community Services District representing District 1

Mr. Stephen Tange

On December 5, 2023, the Board of Supervisors appointed you to the Grizzly Ranch Community Services District to represent District No. 1 for a two-year period beginning December 5, 2023.

The Plumas County and the Board would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 12, 2023

SUBJECT: Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (1 case) of Government Code Section 54956.9

Recommendation:

Background and Discussion:

On December 12, 2023, the Board of Supervisors will meet in closed session to confer with legal counsel regarding September 18, 2023, October 20, 2023, November 13, 2023, and November 28, 2023, letters received from Lewis Brisbois Bisgaard & Smith LLP. The letters allege a variety of claims, including a memo sent through the Plumas County Human Resources Department, allegations under Government Code section 54950 et seq., allegations of conflicts of interest, and alleged misconduct by Plumas County personnel.

The letters and memo referenced contain confidential personnel information, and as such cannot be publicly disclosed. This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

Action:

Fiscal Impact:

Attachments:

None