



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

**FEBRUARY 13, 2024 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

1. CLOSED SESSION

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

ACTION AGENDA

2. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

H. Receive presentation from Plumas County Fire Safe Council, regarding the Green Waste Biomass Project; discussion only.

I. Presentation - PG&E Hydro Projects in Plumas County; discussion only

3. CONSENT AGENDA

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

A. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Compassion Treatment Center, staff to work with county individuals coping with co-occurring disorders, and serious mental illness. Effective March 1, 2024; not to exceed \$300,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

B. PROBATION

- 1) Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Probation and Plumas Rural Services to provide Parenting Program services; No General Fund Impact, agreement will be invoiced out of state juvenile grant funds; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** to amend the Fiscal Year 2023/2024 Plumas County position allocation for the Probation department #20400
- 3) Approve and authorize Probation to recruit and fill, newly allocated and funded, vacant 1.0 FTE Legal Services Assistant I/II; No General Fund Impact; Position will be paid for out of Probation grant funding; approved as to form by County Counsel; discussion and possible action.

C. AUDITOR-CONTROLLER

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor's Office and Craig Goodman Jr., CPA due to increased additional money needed to pay for the extended duration of the contract; effective February 13, 2024; not to exceed \$310,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

D. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care

Council (Local Planning Council); discussion and possible action.

E. COUNTY ADMINISTRATOR

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County, County Administrative Office and Municipal Resource Group, LLC (MRG) effective February 13, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

F. CLERK OF THE BOARD

- 1) Approve and authorize the Clerk of the Board of Supervisors to dispose of the Canon Image Runner Model 256if, S/N# ZAD06308, a fixed asset that fully depreciated in 2003, and donate it to UBEO, West LLC.

4. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Adopt **RESOLUTION** Approving the Plumas County Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics; effective January 1, 2024; not to exceed \$350,000; (General Fund Impact) as approved in **FY23/24 budget**; approved as to form by County Counsel; discussion and possible action.
- 3) Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers; total not to exceed \$21,610.88. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Approve transfer of those funds to a fixed asset account within Dept#70356- Sheriff SLESF. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

B. SOLID WASTE - John Mannie

- 1) Adopt **RESOLUTION** Establishing a revised fee schedule to decrease rates for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Service Area No. 2 (Operated by Intermountain Disposal Inc.) No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

C. TREASURER/TAX COLLECTOR - Julie White

- 1) Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.
- 2) Adopt **RESOLUTION** Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

B. Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

C. Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact;

approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

6. BOARD OF SUPERVISORS

A. Appointments

- 1) Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

B. **CORRESPONDENCE**

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Librarian - Department Head Recruitment Discussion
- B. Agricultural Commissioner - Department Head Annual Evaluation
- C. Fair - Department Head Annual Evaluation
- D. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- E. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- F. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (2 cases).
- I. Board Discussion: DA complaint against CAO pursuant to Subdivision (b)(1) of Government Code Section 54957 (b)(1).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, _____, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Receive presentation from Plumas County Fire Safe Council, regarding the Green Waste Biomass Project; discussion only.

Recommendation:

Receive presentation from Plumas County FireSafe Council, regarding the Greenwaste Biomass Project; discussion only.

Background and Discussion:

Receive presentation from Plumas County FireSafe Council, regarding the Greenwaste Biomass Project; discussion only.

Action:

Receive presentation from Plumas County FireSafe Council, regarding the Greenwaste Biomass Project; discussion only.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. Board of supervisors Presentation

Firewood

Green waste

BioGeneration

Biochar



Our project has a four prong approach, to reduce the amount of biomass that goes to the landfill and use that biomass to produce power, firewood and biochar.

Kiln dried Firewood

Utilizing trees from the Firesafe councils Hazardous fuel reduction projects, we aim to provide the Air quality district Kiln dried firewood for areas of non-attainment.

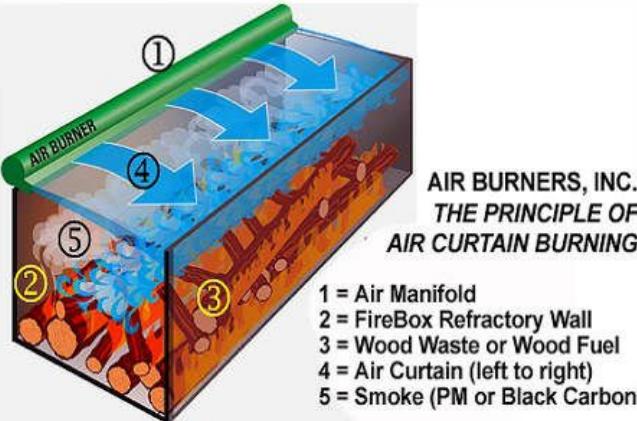
Kiln dried firewood burns much cleaner than firewood that is not well seasoned and will help with the Portola area non-attainment

We will also offer any excess of this firewood to the local community as well, for \$300 per cord for onsite pick up

Green waste/Biomass disposal with energy generation

The proposed system can cleanly burn 8 to 10+ tons of 20' Logs, Slash, tops and root balls an Hr. It is capable of producing up to 300kW of electricity an Hr

Provides the community, Logging operations and hazardous fuels reduction projects with a green waste Disposal site that is clean burning and won't contribute significantly to smoke emissions



Required Feedstock
25,000 tons Yr

Biochar

One of the byproducts of the Air curtain incinerators is biochar and presents a viable solution for **soil remediation** for Plumas National Forest. The strategic application of biochar to the land not only serves to **sequester carbon** effectively but also fosters a conducive habitat for the proliferation of essential microorganisms, including bacteria and fungi. This symbiotic relationship facilitates the restoration of damaged soil, helps limit soil erosion while re establishing its capacity to support and nurture plant life. The incorporation of biochar emerges as an instrumental practice in fostering ecological resilience and promoting sustainable land management.





The Firesafe council would like to request letters of support from the Board for this project to help strengthen our Grant proposals

Thank you

End



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Presentation - PG&E Hydro Projects in Plumas County; discussion only

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

No General Fund Impact.

Attachments:

1. PG&E Hydro Projects Presentation

BOARD AGENDA REQUEST FORM

Department: _____

Authorized Signature: _____

Board Meeting Date: January 9, 2024

Request for 30 minutes for presentation

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

Consent Agenda: Yes No

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

A. Summary

PG&E will present an update on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

Agenda

Overview of PG&E Hydro Projects in Plumas County
Relicensing and Implementation Update of FERC Projects
Overview of PG&E's Dam Safety Program
Overview of Major Hydro Projects in 2024
Q&A

B.

C.

Review by Necessary Departments:

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

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y N)

Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____).

Copy of Affidavit Attached.

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

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

Yes:

No:

Not Applicable:

If Not Applicable, please state reason why: _____

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

Friday, December 22, 2023

The Honorable Board of Supervisors,

At the request of the CAO to present at the January 9, 2024 Plumas County Board of Supervisors hearing, PG&E will present a 30 minute update (the time includes questions and answers) on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

The detail included on the attached required agenda request form includes:

Summary

PG&E will present an update on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

Agenda

- Overview of PG&E Hydro Projects in Plumas County
- Relicensing and Implementation Update of FERC Projects
- Overview of PG&E's Dam Safety Program
- Overview of Major Hydro Projects in 2024
- Q&A

Speakers

- Brenda Narayan (Government Relations Representative)
- Janet Walther (Sr. Manager Hydro Licensing & Compliance)
- Rob Riedlinger (Sr. Manager Hydro Generation)

Action: No action is requested for the 30-minute presentation, that includes questions and answers.

Please contact me at the below should you need further information or with any questions.

Respectfully,

Brenda Narayan

Brenda Narayan
Government and Public Affairs
Pacific Gas and Electric Company
530.351.5722 | brenda.narayan@pge.com



To sign up for daily mail alerts regarding PSPS potential, [click here](#).

You can read about PG&E's data privacy practices at PGE.com/privacy.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding); approved as to form by County Counsel.

Background and Discussion:

Psychiatric facilities are essential for meeting the immediate needs of individuals with intensive mental health crisis support and/or co-occurring conditions. These facilities provide medical monitoring and care for Plumas County clients who are at risk of harming themselves or others or who need support to care for themselves. Psychiatric facilities give those residents access to treatments that help stabilize and support their medical needs while also getting them on a path to recovery.

California is experiencing a shortage of psychiatric beds coupled with lengthy wait lists for placement. It is particularly difficult to place a patient with criminal justice involvement who is experiencing physical health conditions in a psychiatric facility.

Behavioral Health is respectfully requesting to cast a wider net to contract with willing Northern California facilities. It is our hope that with more facilities we will be able to meet the needs of our clients when immediate needs arise.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services.

Fiscal Impact:

No General Fund Impact; Federal and State funds.

Attachments:

1. 4001_001

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 Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF (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 \$ 300,000.00. 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

Term. The term of this Agreement commences February 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

3. **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.
4. **Conditions for Eviction.**
 - a. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client, evict the client for one or more of the following reasons:
 - 1) Nonpayment of the rate for basic services within ten days of the due date.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- 2) Failure of the client to comply with the provisions of the Admission Agreement.
- 3) Failure of the client to comply with state or local law after receiving written notice of the alleged violation.
- 4) Failure of the client to comply with the written general policies of the facility which are for the purpose of making it possible for clients/residents to live together.
- 5) Inability of the licensee to meet the client's needs. Based upon a reassessment of the client's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client and the client has been given the opportunity to relocate.
- 6) Nonadherence to stipulations in client's individual needs and services plan.
- 7) Change of use of the facility.

b. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.

c. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the client, notify or mail a copy of the notice to quit to the client's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

d. A client evicted from the facility may not appeal the decision, but will be advised to contact the California Department of Social Services and the California Department of Health Care Services if they wish to appeal the facility's decision. However, a client whose needs are not able to be met in the facility may be relocated to a more suitable facility.

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

_____ COUNTY INITIALS

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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

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CONTRACTOR INITIALS _____

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, as the additional insured, 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, as the additional insured, 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

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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, as the additional insured, 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.

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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:

Ifeanyi Ezeani, DBA-HCM, CEO
Compassion Pathway Behavioral Health LLC
5410 White Lotus Way
Elk Grove, CA 95757

_____ COUNTY INITIALS

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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.

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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 BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Compassion Pathway Behavioral Health LLC,
dba Anderson Creek SRF

By: _____
Name: Ifeanyi Ezeani
Title: Chief Executive Officer/
Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 02

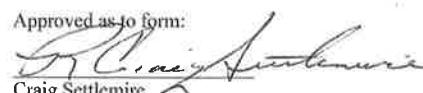
APPROVED AS TO CONTENT:

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 Settemire
Counsel

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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”), Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF referred to herein as Business Associate (“BA”), dated February 1, 2024.

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

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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 HITECH 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."

l. 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

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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 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.

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PCBH2425ANDERSON CREEK

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: Sharon R. Sousa, LMFT
Date: 02/02/2024

BUSINESS ASSOCIATE

Name Ifeanyi Ezeani – DBA-HCM
Title: Chief Executive Officer
Address: 5410 White Lotus Way
Elk Creek, CA 95814
Signed: _____
Date: _____

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EXHIBIT A - SCOPE OF WORK

Scope of Work narrates the work/duties that will be performed by the Provider and the work/duties that the County will perform. After approval of this bid, the Provider and the County may, upon agreement by both parties, modify this Scope of Work during the development of the Plan of Operation; however, all services must be within the scope and level of care defined in California Code of Regulation for MHRCs.

Provider Responsibilities

The following are our responsibilities as a provider; these responsibilities cover both Basic and Enhanced Services required by the County.

Scope of Services

Help Clients gain the skills and ability necessary to remain out of higher level locked placement facilities, such as Institutes of Mental Disease and Mental Health Rehabilitation Centers, and to move into a less restrictive living arrangement in the community. This should be accomplished by helping each County client develop independent living skills and improve their quality of life. County clients will be treated with respect in a monitored and safe environment. The MHRC will provide support for County Clients who need intensive mental health crisis services, intervention, and support that will help them manage their symptoms better and train County Clients to develop independent living skills. Services may be provided one-on-one or in groups. The program will be configured to meet the individual needs of each County Client, and may include, but is not limited to:

- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Self-Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

Additionally, the Contractor will comply with all other service needs for operation of the MHRC and support for the County Clients, including but not limited to:

- Preparing three (3) meals and three (3) nutritional snacks each day and providing

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PCBH2425ANDERSON CREEK

County clients and the County's designated staff/case manager with a calendar of meals and snacks

- Providing housekeeping and laundry
- Transport County clients to appointments as needed.
- Arranging for daily activities and providing County Clients and the County's designated staff/case manager with a calendar of daily activities
- Assisting with medication, including administration, ordering, monitoring for side effects, and reporting medication non-compliance to the County's designated staff/case manager and conservator if applicable
- Supporting County clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed
- Providing close supervision of an intensive interaction with County Clients who may require the management of more difficult or complex behavioral problems, reporting any concerns to the County's designated staff/case manager, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors.
- Maintaining individual County client's records in accordance with County and State requirements
- Participating with the County in regularly scheduled meetings with the County's designated staff, conservators, and/or other entities with whom the County Client is involved (e.g., Probation) to assess the progress and ongoing needs of County Clients.

Staff shall prominently post and provide to each County client and their natural support network (e.g., family, designated County staff, Probation, conservator if applicable) information regarding how to contact MHRC staff in case of any County Client-specific concerns or emergencies. The MHRC shall also display all other required posters and/or notifications, such as County grievance forms.

Staffing and Training

As mandated by the California Code of Regulations, we will provide twenty-four (24) hour staff coverage, seven (7) days per week, with supportive, supervisory, and medication support services intended to prepare County Clients to transition from the facility to independent community living.

To comply with applicable State laws and regulations, we will have nurses and mental health workers on the premises for the hours necessary to manage and operate the facility in compliance with applicable laws and regulations. The MHRC Director or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site 40 hours per week. Any change of Director will be reported to the DHCS/licensing agency and the County in writing within thirty (30) days prior to a change of Director.

California law requires that facility personnel, at all times, be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision. Staff qualifications and the number of staff on-site will be adjusted as needed to adhere to all regulations outlined in the CCR Title 9, Section 786.12 for rehabilitation program staff, and CCR Title 9, Section 786.19 for activities program staff.

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All the facility's staff will receive Crisis Prevention and Intervention training and be required to be CPR and First Aid certified. Staff classifications will be within the scope of practice for the duties performed, including supervisory and other support services. The Facility will always have a licensed nurse present, to provide skilled nursing services as needed.

Staff will be highly competent, caring, and compassionate, with experience working with individuals with serious mental illness and co-occurring disorders. As may be necessary, staffing can be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any County clients.

Staff will be properly equipped on how to effectively work with County clients who have mental health illnesses and be trained on all relevant operational requirements of an MHRC, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans, and activities beyond basic living and personal care, County client safety measures, and the provision of excellent client care.

County Responsibilities

The county's responsibilities at this time, as known by the Provider include but are not limited to the following:

- The County is responsible for ensuring the clients meet the criteria for placement in the MHRC.
- The County must ensure that the client is medically cleared to be placed in an MHRC.
- The County is responsible for all payments for services that are not included in the bundled rate, such costs are associated with all clients' medical, dental, vision, laboratory, and any other service outside the Provider's Scope of Services.
- The County will be responsible for reimbursing the MHRC any costs associated with care outside the Scope of Services outlined in this proposal; such costs can include the purchase of reading glasses, clothes, or shoes for the clients.
- The County Public Guardian must be available to the MHRC staff, 7 days a week and 24 hours a day.

The county will be responsible for collaborating with local authorities to locate clients who eloped from the facility or did not return to the facility after a predetermined time.

EXHIBIT B

Cost of services

The services we will provide will meet the services standard outlined in CCR Title 9, Section 786.120. The services include a range of activities and services that support clients in restoring, improving, and/or preserving interpersonal and independent living skills and accessing community support systems. The timing, frequency, and duration of the various types of services provided to each client will depend on the acuity and individual needs of each client.

The services will be included in a single daily bundle; these services shall include but not be limited to:

- Monthly Psychiatric Evaluation/Assessment
- Medication management
- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocation or Vocational Counseling
- Client Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

The following is the breakdown of the daily rates for services, for each client Description Fiscal Year Frequency Rate

Bundled Services with Purchased Beds FY 23/24 Daily \$395.00

Bundled Services Non-Purchased Beds FY 23/24 Daily \$434.50

Bundled Services with Purchased Beds FY 24/25 Daily \$414.75

Bundled Services Non-Purchased Beds FY 24/25 Daily \$456.22

The rates stated above include monthly psychiatric evaluation, assessment, and medication management by a psychiatrist.

Additional Psychiatric Services Additional psychiatric services, provided by a psychiatrist, will be provided to clients “as needed” to prevent sending the clients to higher level or acute care facilities.

These services will be billed at 15 minutes increments. The rate shall be \$150 per 15 minutes, not to exceed 60 minutes per week or 240 minutes per month.

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If beneficial to the client, the County may authorize additional psychiatric services for more than 240 minutes in a month, upon agreement with both the County and the Provider's agreement.

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 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.

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Compassion Treatment Center, staff to work with county individuals coping with co-occurring disorders, and serious mental illness. Effective March 1, 2024; not to exceed \$300,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Compassion Treatment Center, staff to work with county individuals coping with co-occurring disorders, and serious mental illness. Effective March 1, 2024; not to exceed \$300,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Background and Discussion:

Psychiatric facilities are an essential infrastructure for further meeting the immediate needs of individuals with intensive mental health crisis support, co-occurring conditions. These facilities connect county clients to medical monitoring and care, and where people who are at risk of harming themselves or others, or who need support to care for themselves, are given access to treatments that stabilize them, support their medical needs, and put them on a path to recovery.

California is experiencing a shortage of psychiatric beds, and long lengthy wait lists for placements. Most notably, it is challenging to place patients with criminal justice involvement experiencing physical health conditions in a psychiatric facility setting.

In our best attempt to help resolve these challenges, Behavioral Health is respectfully requesting to cast a wider net in contracting with willing Northern California facilities in hopes that once we make the call to check for an available bed the immediate need will be met.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Compassion Treatment Center, staff to work with county individuals coping with co-occurring disorders, and serious mental illness.

Fiscal Impact:

No General Fund Impact; Federal and State funds.

Attachments:

1. 4000_001

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") Compassion Pathway Behavioral Health LLC., DBA Compassion Treatment Center (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 \$ 300,000.00. 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 March 1, 2024 and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.
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. **Conditions for Eviction.**
 - a. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client, evict the client for one or more of the following reasons:
 - 1) Nonpayment of the rate for basic services within ten days of the due date.
 - 2) Failure of the client to comply with the provisions of the Admission Agreement.

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- 3) Failure of the client to comply with state or local law after receiving written notice of the alleged violation.
- 4) Failure of the client to comply with the written general policies of the facility which are for the purpose of making it possible for clients/residents to live together.
- 5) Inability of the licensee to meet the client's needs. Based upon a reassessment of the client's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client and the client has been given the opportunity to relocate.
- 6) Nonadherence to stipulations in client's individual needs and services plan.
- 7) Change of use of the facility.

b. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.

c. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the client, notify or mail a copy of the notice to quit to the client's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

d. A client evicted from the facility may not appeal the decision, but will be advised to contact the California Department of Social Services and the California Department of Health Care Services if they wish to appeal the facility's decision. However, a client whose needs are not able to be met in the facility may be relocated to a more suitable facility

6. 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

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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.

7. 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.
8. **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.
9. **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.
10. **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

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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.

11. **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, as the additional insured, 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, as the additional insured, 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

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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, as the additional insured, 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.

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

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17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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:

Ifeanyi Ezeani, DBA-HCM, CEO
5410 White Lotus Way
Elk Grove, CA 95757

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24. **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.
25. **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.
26. **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.
27. **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.

28. 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.
29. 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.
30. 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.
31. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Compassion Pathway Behavioral Health LLC

By: _____
Name: Ifeanyi Ezeani
Title: Chief Executive Officer/
Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 02/02/2024

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 Settemire
Counsel

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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 Compassion Pathway Behavioral Health LLC DBA Compassion Treatment Center referred to herein as Business Associate (“BA”), dated March 1, 2024.

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

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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

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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."

l. 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)].

_____COUNTY INITIALS

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

_____COUNTY INITIALS

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 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.

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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: Sharon R. Sousa, LMFT
Date: 02/01/2024

BUSINESS ASSOCIATE

Name Ifeanyi Ezeani – DBA-HCM
Title: Chief Executive Officer
Address: 5410 White Lotus Way
Elk Creek, CA 95814
Signed: _____
Date: _____

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EXHIBIT A - SCOPE OF WORK

Scope of Work narrates the work/duties that will be performed by the Provider and the work/duties that the County will perform. After approval of this bid, the Provider and the County may, upon agreement by both parties, modify this Scope of Work during the development of the Plan of Operation; however, all services must be within the scope and level of care defined in California Code of Regulation for Mental Health Rehabilitation Centers, MHRC.

Provider Responsibilities

The following are our responsibilities as a provider; these responsibilities cover both Basic and Enhanced Services required by the County.

Scope of Services

The MHRC aims to help Clients gain the skills and ability necessary to remain out of higher level locked placement facilities, such as Institutes of Mental Disease and Mental Health Rehabilitation Centers, and to move into a less restrictive living arrangement in the community. This should be accomplished by helping each County client develop independent living skills and improve their quality of life. County clients will be treated with respect in a monitored and safe environment. The MHRC will provide support for County Clients who need intensive mental health crisis services, intervention, and support that will help them manage their symptoms better and train County Clients to develop independent living skills. Services may be provided one-on-one or in groups. The program will be configured to meet the individual needs of each County Client, and may include, but is not limited to:

- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Self-Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

Additionally, the Contractor will comply with all other service needs for operation of the MHRC and support for the County Clients, including but not limited to:

- Preparing three (3) meals and three (3) nutritional snacks each day and providing

_____ COUNTY INITIALS

County clients and the County's designated staff/case manager with a calendar of meals and snacks

- Providing housekeeping and laundry
- Transport County clients to appointments as needed.
- Arranging for daily activities and providing County Clients and the County's designated staff/case manager with a calendar of daily activities
- Assisting with medication, including administration, ordering, monitoring for side effects, and reporting medication non-compliance to the County's designated staff/case manager and conservator if applicable
- Supporting County clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed
- Providing close supervision of an intensive interaction with County Clients who may require the management of more difficult or complex behavioral problems, reporting any concerns to the County's designated staff/case manager, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors.
- Maintaining individual County client's records in accordance with County and State requirements
- Participating with the County in regularly scheduled meetings with the County's designated staff, conservators, and/or other entities with whom the County Client is involved (e.g., Probation) to assess the progress and ongoing needs of County Clients.

The MHRC staff shall prominently post and provide to each County client and their natural support network (e.g., family, designated County staff, Probation, conservator if applicable) information regarding how to contact MHRC staff in case of any County Client-specific concerns or emergencies. The MHRC shall also display all other required posters and/or notifications, such as County grievance forms.

Staffing and Training

As mandated by the California Code of Regulations, we will provide twenty-four (24) hour staff coverage, seven (7) days per week, with supportive, supervisory, and medication support services intended to prepare County Clients to transition from the facility to independent community living.

To comply with applicable State laws and regulations, we will have nurses and mental health workers on the premises for the hours necessary to manage and operate the facility in compliance with applicable laws and regulations. The MHRC Director or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site 40 hours per week. Any change of Director will be reported to the DHCS/licensing agency and the County in writing within thirty (30) days prior to a change of Director.

California law requires that facility personnel, at all times, be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision. Staff qualifications and the number of staff on-site will be adjusted as needed to adhere to all regulations outlined in the CCR Title 9,

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Section 786.12 for rehabilitation program staff, and CCR Title 9, Section 786.19 for activities program staff.

All the facility's staff will receive Crisis Prevention and Intervention training and be required to be CPR and First Aid certified. Staff classifications will be within the scope of practice for the duties performed, including supervisory and other support services. The Facility will always have a licensed nurse present, to provide skilled nursing services as needed.

Staff will be highly competent, caring, and compassionate, with experience working with individuals with serious mental illness and co-occurring disorders. As may be necessary, staffing can be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any County clients.

Staff will be properly equipped on how to effectively work with County clients who have mental health illnesses and be trained on all relevant operational requirements of an MHRC, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans, and activities beyond basic living and personal care, County client safety measures, and the provision of excellent client care.

County Responsibilities

The county's responsibilities at this time, as known by the Provider include but are not limited to the following:

- The County is responsible for ensuring the clients meet the criteria for placement in the MHRC.
- The County must ensure that the client is medically cleared to be placed in an MHRC.
- The County is responsible for all payments for services that are not included in the bundled rate, such costs are associated with all clients' medical, dental, vision, laboratory, and any other service outside the Provider's Scope of Services.
- The County will be responsible for reimbursing the MHRC any costs associated with care outside the Scope of Services outlined in this proposal; such costs can include the purchase of reading glasses, clothes, or shoes for the clients.
- The County Public Guardian must be available to the MHRC staff, 7 days a week and 24 hours a day.

The county will be responsible for collaborating with local authorities to locate clients who eloped from the facility or did not return to the facility after a predetermined time.

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EXHIBIT B

Cost of services

The services we will provide in the MHRC will meet the services standard outlined in CCR Title 9, Section 786.120. The services include a range of activities and services that support clients in restoring, improving, and/or preserving interpersonal and independent living skills and accessing community support systems. The timing, frequency, and duration of the various types of services provided to each client receiving MHRC will depend on the acuity and individual needs of each client.

The MHRC services will be included in a single daily bundle; these services shall include but not be limited to:

- Monthly Psychiatric Evaluation/Assessment
- Medication management
- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Client Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

The following is the breakdown of the daily rates for services, for each client Description Fiscal Year Frequency Rate

MHRC Bundled Services with Purchased Beds FY 23/24 Daily \$395.00

MHRC Bundled Services Non-Purchased Beds FY 23/24 Daily \$434.50

MHRC Bundled Services with Purchased Beds FY 24/25 Daily \$414.75

MHRC Bundled Services Non-Purchased Beds FY 24/25 Daily \$456.22

The rates stated above include monthly psychiatric evaluation, assessment, and medication management by a psychiatrist.

Additional Psychiatric Services Additional psychiatric services, provided by a psychiatrist, will be provided to clients “as needed” to prevent sending the clients to higher level or acute care facilities.

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These services will be billed at 15 minutes increments. The rate shall be \$150 per 15 minutes, not to exceed 60 minutes per week or 240 minutes per month.

If beneficial to the client, the County may authorize additional psychiatric services for more than 240 minutes in a month, upon agreement with both the County and the Provider's agreement.

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 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.

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**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 13, 2024

SUBJECT: **Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Probation and Plumas Rural Services to provide Parenting Program services; No General Fund Impact, agreement will be invoiced out of state juvenile grant funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Probation and Plumas Rural Services to provide Parenting Program services; No General Fund Impact, agreement will be invoiced out of state juvenile grant funds; approved as to form by County Counsel.

Background and Discussion:

Probation entered into an agreement on July 1, 2023, with Plumas Rural Services to provide Nurturing Parenting classes as needed for probation clients. The agreement has been amended to include parenting classes, consisting of sixteen (16), two-hour weekly sessions which utilize the Parent Project's Changing Destructive Adolescent Behavior (CDAB) program as part of Probation's Juvenile Justice Plan Parent education & support project. In addition, this project includes Parenting Critical support sessions utilizing Parent Project principals. This amended agreement will also allow for referrals from agencies outside the Probation department. The amendment also outlines an increase in paragraph 2, as the agreement is now not to exceed fifteen-thousand dollars (\$15,000.00) in fiscal year 2023-2024.

Action:

It is respectfully requested that the chair sign and ratify amendment no. 1 to the agreement between Plumas County Probation and Plumas Rural Services to provide Parenting Program services in Fiscal Year 2023-2024.

Fiscal Impact:

No General Fund Impact; the agreement is to be paid solely out of department 20402 - Juvenile Justice Crime Prevention Act Grant, a state juvenile grant funding source.

Attachments:

1. Parent Project Amend for Ratification

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND PLUMAS RURAL SERVICES

This First Amendment to Agreement ("Amendment") is made on December 30, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Plumas Rural Services, a California Non-profit corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and PLUMAS RURAL SERVICES have entered into a written Agreement dated July 1, 2023, (the "Agreement"), in which PLUMAS RURAL SERVICES agreed to provide Parenting Program services to Plumas County.
 - b. Because of a change to the curriculum of this program, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

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 Fifteen Thousand Dollars (\$15,000.00)
 - b. Exhibit A is amended as follows:

see attached.
 - c. Exhibit B is amended as follows:

see attached.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Rural Services, a California Non-profit Corporation

By: Michelle Piller
Name: Michelle Piller
Title: Executive Director
Date signed: 1-23-24

COUNTY:

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

By: Kevin Allred
Name: Kevin Allred
Title: Chief Probation Officer
Date signed: 1-18-24

By: _____
Name: Greg Hagwood
Title: Chairperson, Board of Supervisors
Date Signed:

ATTEST:

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

Approved as to form:

Craig Settlemire
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Plumas Rural Services (PRS) to facilitate The Parent Project's Changing Destructive Adolescent Behavior (CDAB) parenting program as part of the Plumas County Probation Department's Juvenile Justice Plan Parent Education and Support project and as directed by Probation. Time period for this project is July 1, 2023 through June 30, 2024.
2. The CONTRACTOR to facilitate a 16-week parenting program using The Parent Project curriculum as part of Probation's Juvenile Justice Plan Parenting Education and Support project. All class participants to be submitted to Probation for approval. Submissions from various Plumas County community organizations will be accepted for consideration. Final rosters for each class to be approved by the Chief Probation Officer or his designate. The class, Changing Destructive Adolescent Behavior (CDAB) is designed for parents raising difficult or out-of-control adolescent children ages 10 and up. The class shall address Arguing and Family conflict, Childhood Trauma, Poor School performance, Truancy and Dropouts, Media Influences, Early Teen Sexuality, Teen Drug Use, Youth Gangs, Teen Violence and bullying, and Runaways as addressed in the Parent Project curriculum. Class shall be sixteen (16) in person sessions to meet one time per week for two hours at a location to be determined by the COUNTY. Any re-scheduling or cancellation of classes to be approved by Probation in advance. The Facilitator shall enroll in and successfully complete The Parent Project facilitator training (consisting of six classes/four hours each) on January 16, 17, 18 and 23, 24, 25; 2024 with the first sixteen-week class tentatively scheduled to begin in February of 2024. Training tuition to be paid for by the COUNTY.
3. If determined necessary by the Chief Probation Officer or his designate, the CONTRACTOR shall provide Parenting Critical Support by offering services for parents who need further support via Zoom. A paraprofessional counselor meets with the family and can provide a wide variety of supports from evaluating the parent-child relationship, observing the environment, support regarding trauma, as well as a wide variety of other topics that can support a family in moving forward in a positive direction. The Chief Probation Officer or his designate to approve all sessions in advance.

EXHIBIT B

Fee Schedule

Compensation shall be as follows:

- A. The Parent Project/CDAB Parenting classes:** CONTRACTOR will be paid at a rate of \$170.00 per session for sixteen (16), two-hour weekly sessions to facilitate Parenting Classes utilizing the Parent Project's Changing Destructive Adolescent Behavior (CDAB) program. Parent Project Facilitator training to be paid at a rate of Forty Dollars (\$40.00) per hour for six (6) four-hour sessions for a total of Nine Hundred sixty dollars (\$960.00). CONTRACTOR agrees to having one facilitator as agreed upon with the Chief Probation Officer or his designate attend the Parent Project Facilitator Virtual Training sessions on January 16,17,18 and 23,24,25: 2024. Training Tuition to be paid by the COUNTY.
- B. Parenting Critical Support:** CONTRACTOR will be paid at the rate of \$85.00/hour. The number of sessions needed depends upon the family's and Probation's needs and requirements. Services can include, but are not limited to, assisting with the application and implementation of Parent Project principles. Probation to approve all sessions in advance.

Billing by CONTRACTOR will be quarterly and includes an invoice detailing services provided. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
MEETING DATE: February 13, 2024
SUBJECT: Adopt RESOLUTION to amend the Fiscal Year 2023/2024 Plumas County position allocation for the Probation department #20400

Recommendation:

Adopt resolution to amend the fiscal year 2023/2024 Plumas County position allocation for the Probation Department, #20400, reducing the Probation Assistant Full-Time Employee (FTE) allocation from 4.0 FTE to 3.0 FTE and reallocating the position to the administration pool, which consists of a Legal Services Assistant, or Administrative Assistant, or Office Assistant, from 2.0 FTE to 3.0 FTE. With the position reallocated, approval is requested to begin recruitment and hiring of the Legal Services Assistant I/II position immediately.

Background and Discussion:

Due to a recently vacated Probation Assistant position and a need for the Legal Services Assistant position, the department has made a decision to reallocate said position to hire a Legal Services Assistant I/II in the current Fiscal Year. This position is fully grant funded via SB678 - 20409 and the Youthful Offender Block Grant (YOBG) - 20415 in the current Fiscal Year.

Action:

It is respectfully requested that the Chair of the board adopt the resolution to amend the fiscal year 2023/2024 Plumas County Position allocation for the Probation department #20400, and recruit and fill the position.

Fiscal Impact:

No General Fund Impact. This position allocation is fully grant funded via SB678 - 20409 and the Youthful Offender Block Grant (YOBG) - 20415 in the current Fiscal Year.

Attachments:

1. 24-073 FINAL
2. CRITICAL STAFFING QUESTIONNAIRE - LSA FINAL
3. PCPROB - Org Chart Positions 2024
4. PCPROB - Org Chart Positions 2024 - Proposed Feb 2024
5. Probation Assistant_201409191556495111 (1)
6. Legal Services Assistant I_201409181055296456
7. Legal Services Assistant II_201409181105026217

Resolution No. 2024-_____

RESOLUTION TO AMEND THE FISCAL YEAR 2023/2024 PLUMAS COUNTY POSITION ALLOCATION FOR THE PROBATION DEPARTMENT #20400

WHEREAS, Plumas County Personnel Rules 5.01 and 5.02, provide amendments to be made by resolution of the classification plan covering all positions in the County service; and

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

WHEREAS, this request was brought to the attention of the Human Resources Department, who is now requesting approval of this resolution to amend the Fiscal Year 2023-2024 Position Allocation for fund #20400, to remove a 1.0 FTE Probation Assistant, and add a 1.0 Legal Services Assistant, Administrative Assistant, or Office Assistant.

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

Approve proposed amendment to Fiscal Year 2023-2024 Position Allocation as follows:

<u>Probation Department #20400</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
Probation Assistant	4.0	3.0
Legal Services Assistant	OR	
Administrative Assistant	OR	
Office Assistant	2.0	3.0

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 13th day of February 2024, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood
Chair, Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board

Approved as to form:


Sara James
Deputy County Counsel II
Page 70 of 185

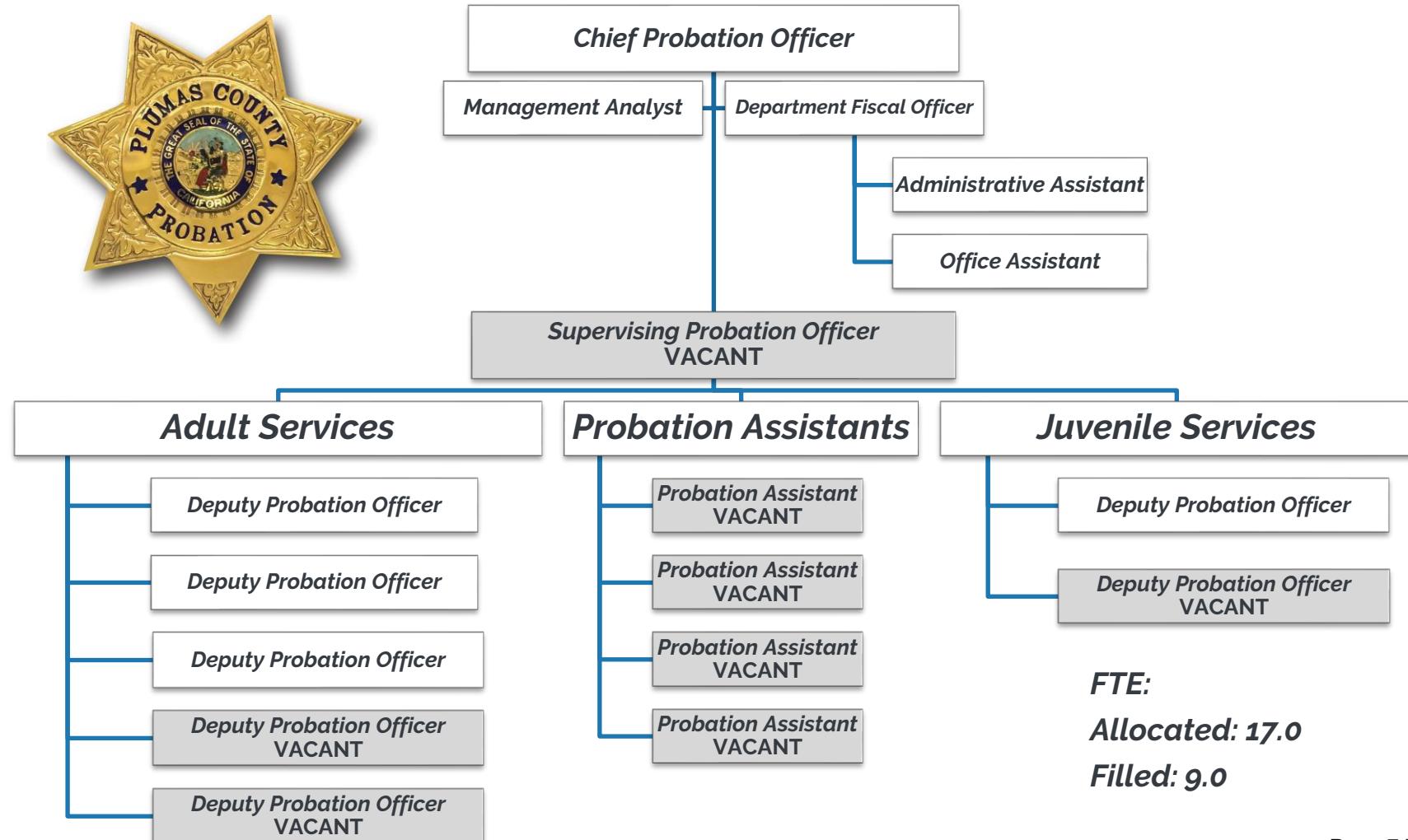
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

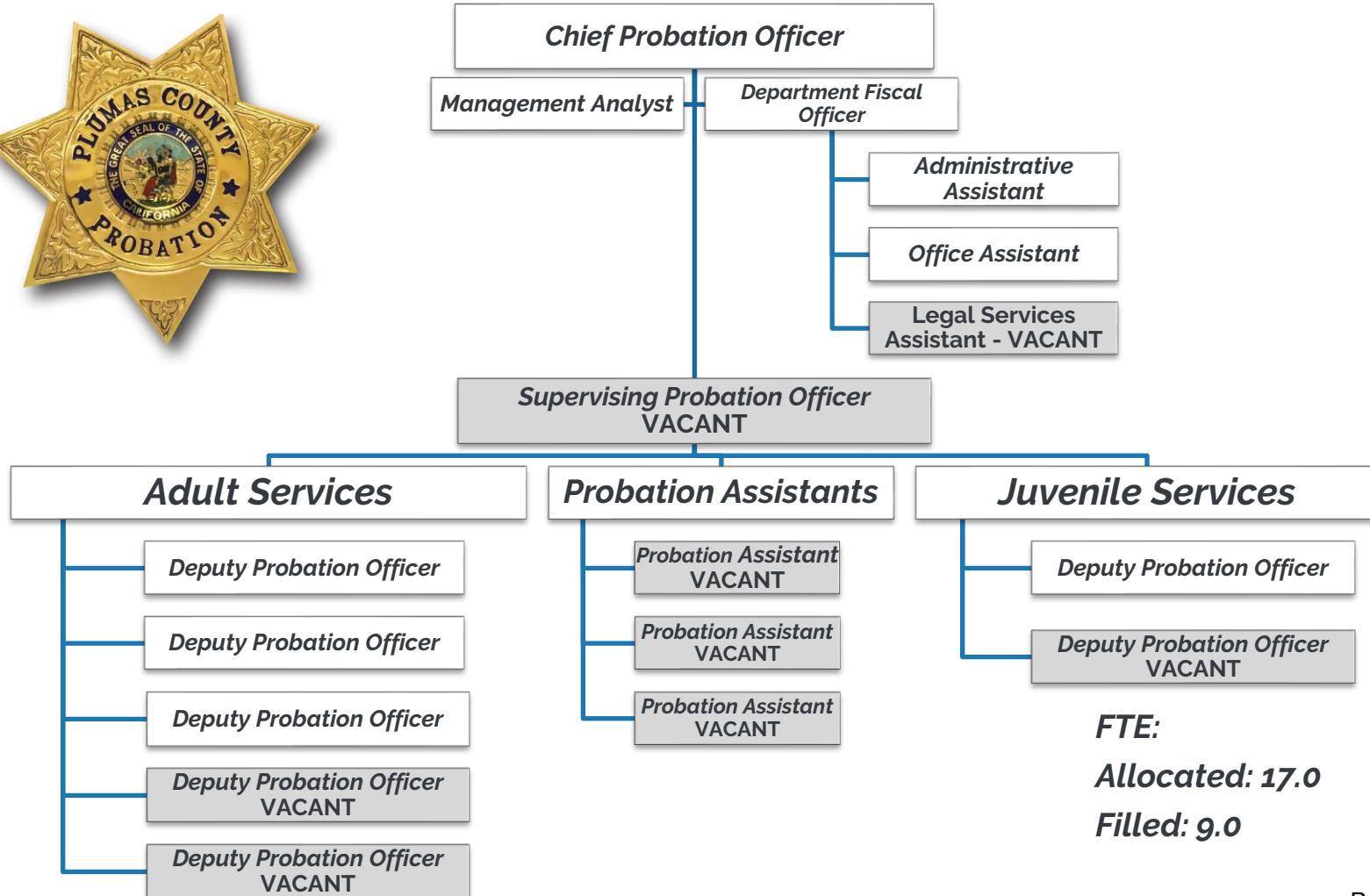
RE: ALLOCATION FOR ONE PROBATION LEGAL SERVICES ASSISTANT

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Legal Services Assistant position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - Probation Staffing is currently at 52% capacity, with 9 out of 17 FTE positions filled, with a staff member expected to be on extended leave soon. A legal services assistant would serve to greatly benefit the department in both the short and long term.
- How long has the position been vacant?
 - The 3rd administrative position was removed from allocation in Fiscal Year 2020-2021, during the pandemic. This was due to budget cuts aimed to combat potential funding shortfalls, which ultimately did not occur.
- Can the department use other wages until the next budget cycle?
 - Other wages as outlined in the Probation General Fund are used to fund part time positions and are ineligible to pay for a full time position. A full time employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other counties and related departments within Plumas use a similar level of staffing for administrative staff.
- What core function will be impacted without filling the position prior to July 1?
 - Front office coverage and overall customer service would be impacted. Timely filing of court reporting could also be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would be no negative fiscal impact.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding?
 - Probation is a General Fund department.
- What impact will this reduction plan have to other County departments?
 - Probation is a General Fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
 - The department does not anticipate any scenarios which could impact the general fund at this time.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The department does not anticipate the elimination of any of the requested positions at this time.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - The position in question will be funded via two Probation state grants, 80% out of SB678 and 20% out of the Youthful Offender Block Grant.
 - A Legal Services Assistant, assuming step 3 and regular values for benefits, including the maximum cost of insurance, would cost approximately \$86,374.75 a year.
 - This ultimately ends up being about \$175,416.06 over two years, assuming a 5% increase after a year.
 - The amount would also vary based on the candidate's prior experience, and how their insurance situation would affect the benefits paid by the county.
 - In the event of a loss of state grant funding, other options will be explored to maintain the position, with a preference to maintain self-reliance on grant funding rather than General Fund dollars.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - Probation's General Fund is unable to carry a reserve balance.

- SB678 maintains a strong reserve balance and should withstand most impacts for the foreseeable future.
- YOBG's reserve balance is possibly the weakest of the Probation grants but should remain stable enough to sustain the position, given only 20% of the cost would hit this grant.





PROBATION ASSISTANT

DEFINITION

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

DISTINGUISHING CHARACTERISTICS

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

REPORTS TO

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

CLASSIFICATIONS SUPERVISED

None.

PROBATION ASSISTANT - 2

EXAMPLES OF DUTIES

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

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

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

Ability to

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

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

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

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

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

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

LEGAL SERVICES ASSISTANT I

DEFINITION

Under general supervision, to perform legal services assistant duties for an assigned County Department or staff attorneys; to perform a variety of office and administrative support work; to answer public and staff contacts and concerns; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Legal Services Assistant class series. Positions in this class are assigned to legal services assistant, administrative support and office assistance work for designated a County of Plumas Department or staff attorneys. Positions are characterized by a substantial amount of contact with others and administrative detail responsibility. Work performance requires substantive knowledge of legal terminology, legal procedures, and legal documents. This class may be used as an entry level for individuals with requisite legal secretarial experience, but no detailed program or policy knowledge of the program or service area where assigned. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Legal Services Assistant II.

REPORTS TO

Appropriate Legal or Administrative Staff in the Department and work unit where assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LEGAL SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as Legal Services Assistant to administrative staff, professional staff, or staff attorneys, relieving them of a variety of administrative details.
- Interviews office visitors and telephone callers, answering inquiries, responding to concerns and referring them to other staff as appropriate.
- May personally prepare a wide variety of legal documents, such as motions, briefs, court orders, notices, and subpoenas.
- Receives case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Prepares affidavits, petitions, complaints, warrants, and abstracts of judgments.
- Checks and reviews information and documents for completeness and conformance with established standards and procedures.
- Composes routine legal documents as directed.
- Calendars court appearances and maintains case logs of proceedings.
- Assists with special projects.
- May do basic research to assist with obtaining proper citations for cases.
- Compiles information for records and reports.
- Composes correspondence.
- Types reports, documents, letters, forms, and other items.
- Sets up materials for meetings and conferences.
- Completes a variety of forms and information documents.
- Maintains and checks employee time records.
- Maintains inventories of office supplies and program material.
- Maintains detailed records of activities and functions for a variety of services and programs, according to guidelines and requirements.
- Gathers materials and distributes agenda for boards and committees.
- Compiles data and completes reports required by other government agencies.
- Retrieves historical information from files and records.
- Operates office equipment.
- Operates a computer and uses software packages to maintain detailed information and operating records.
- Assists with the development of information requirements for assigned programs and services.

TYPICAL PHYSICAL REQUIREMENTS

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

LEGAL SERVICES ASSISTANT I – 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Legal terminology, phraseology, documents, and forms.
- Legal office methods and procedures.
- Requirements for completing and filing legal documents.
- Filing and recordkeeping procedures.
- Letter and report writing.
- Receptionist and telephone techniques.
- Office practices, methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.
- Fiscal and account recordkeeping.
- Mathematics.
- Personal computers and software applications related to office and administrative support work.

Ability to:

- Perform a variety legal office support, secretarial and administrative detail work.
- Identify, prepare, and use a variety of legal documents and forms.
- Interpret and apply policies, rules, and regulations with good judgment in a variety of situations.
- Work with minimum supervision.
- Compile information and prepare accurate reports.
- Make arithmetical calculations quickly and accurately.
- Type at a rate of 45 words per minute from clear, legible copy.
- Take dictation and notes at an appropriate rate for the job assignment and transcribe them accurately.
- Operate a variety of office equipment and computers.
- Use a variety of computer software applications for administrative support work.
- Deal tactfully and courteously with persons seeking information and expressing concerns about programs, legal procedures, policies, and functions.
- Establish and maintain cooperative working relationships.

LEGAL SERVICES ASSISTANT I - 4

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

At least Two (2) years of responsible office and administrative support work including secretarial experience with public contact. Any work experience with law enforcement, administration of justice or special training and education in legal secretarial related fields is desirable.

Special training and education in legal secretarial related fields may substitute for work experience on a time for time bases.

Special Requirements:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

LEGAL SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform legal services assistant duties for an assigned County Department or staff attorneys; to perform a variety of office and administrative support work; to answer public and staff contacts and concerns; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced working level in the Legal Services Assistant class series. Positions are assigned to legal services assistant, administrative support and office assistance work for a County of Plumas Department or staff attorneys. Positions are characterized by a substantial amount of contact with others and administrative detail responsibility. Work performance requires substantive knowledge of legal terminology, legal procedures, and legal documents. Incumbents are expected to perform a greater range of responsibilities with less direction than those in the Legal Services Assistant I class.

REPORTS TO

Appropriate Legal or Administrative Staff in the Department and work unit where assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Serves as assistant to administrative staff, professional staff, or staff attorneys, relieving them of a variety of administrative details.
- Interviews office visitors and telephone callers, answering inquiries, responding to concerns and referring them to other staff as appropriate.
- May personally prepare a wide variety of legal documents, such as motions, briefs, court orders, notices, and subpoenas.
- Receives case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Prepares affidavits, petitions, complaints, warrants, and abstracts of judgments.
- Checks and reviews information and documents for completeness and conformance with established standards and procedures.
- Composes routine legal documents as directed.
- Calendars court appearances and maintains case logs of proceedings.
- Assists with special projects.
- May do basic research to assist with obtaining proper citations for cases.
- Composes correspondence.
- Types reports, documents, letters, forms, and other items.
- Sets up materials for meetings and conferences.
- Completes a variety of forms and information documents.
- Maintains and checks employee time records.
- Maintains inventories of office supplies and program material.
- Maintains detailed records of activities and functions for a variety of services and programs, according to guidelines and requirements.
- Gathers materials and distributes agenda for boards and committees.
- Compiles data and completes reports required by other government agencies.
- Retrieves historical information from files and records.
- Operates office equipment.
- Operates a computer and uses software packages to maintain detailed information and operating records.
- Assists with the development of information requirements for assigned programs and services.

LEGAL SERVICES ASSYSTANT II - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Comprehensive knowledge of the policies, procedures, and programs of the Department and work area where assigned.
- Laws, rules, and regulations affecting assigned program functions and services.
- Legal terminology, phraseology, documents, and forms.
- Legal office methods and procedures.
- Requirements for completing and filing legal documents.
- Filing and recordkeeping procedures.
- Letter and report writing.
- Receptionist and telephone techniques.
- Office practices, methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.
- Fiscal and account recordkeeping.
- Mathematics.
- Personal computers and software applications related to office and administrative support work.

Ability to:

- Perform specialized program and work unit administrative support functions.
- Perform a variety legal office support, secretarial and administrative detail work.
- Identify, prepare, and use a variety of legal documents and forms.
- Interpret and apply policies, rules, and regulations with good judgment in a variety of situations.
- Work with minimum supervision.
- Compile information and prepare accurate reports.
- Make arithmetical calculations quickly and accurately.
- Type at a rate of 45 words per minute from clear, legible copy.
 - Take dictation and notes at an appropriate rate for the job assignment and transcribe them accurately.
- Operate a variety of office equipment and computers.
- Use a variety of computer software applications for administrative support work.
- Deal tactfully and courteously with persons seeking information and expressing concerns about programs, legal procedures, policies, and functions.
- Establish and maintain cooperative working relationships.

LEGAL SERVICES ASSISTANT II - 4

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

At least two (2) years of responsible legal services assistant, office, and administrative support work experience equivalent to Legal Services Assistant I with Plumas County.

Special training and education in legal secretarial related fields is highly desirable.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize Probation to recruit and fill, newly allocated and funded, vacant 1.0 FTE Legal Services Assistant I/II; No General Fund Impact; Position will be paid for out of Probation grant funding; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Probation to recruit and fill, newly allocated and funded, vacant 1.0 FTE Legal Services Assistant I/II; No General Fund Impact; Position will be paid for out of Probation grant funding; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Due to a recently vacated Probation Assistant position and a need for the Legal Services Assistant position, the department has made a decision to reallocate said position to hire a Legal Services Assistant I/II in the current Fiscal Year. This position is fully grant funded via SB678 - 20409 and the Youthful Offender Block Grant (YOBG) - 20415 in the current Fiscal Year. It is requested that we begin recruitment and filling of the position as soon as possible.

Action:

It is respectfully requested that the Chair of the board approve and authorize the Probation department to recruit and fill the vacant Legal Services Assistant I/II position.

Fiscal Impact:

No General Fund Impact. This position allocation is fully grant funded via SB678 - 20409 and the Youthful Offender Block Grant (YOBG) - 20415 in the current Fiscal Year.

Attachments:

None



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor's Office and Craig Goodman Jr., CPA due to increased additional money needed to pay for the extended duration of the contract; effective February 13, 2024; not to exceed \$310,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor's Office and Craig Goodman Jr., CPA due to increased additional money needed to pay for the extended duration of the contract; effective February 13, 2024; not to exceed \$310,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Background and Discussion:

The 1st amendment covers a two-year period from January 1, 2023, through December 31, 2024. The compensation amount in paragraph 2 did not reflect the two-year period. January 1, 2023- December 31, 2023, \$130,000.00 January 1, 2024 - December 31, 2024, \$180,000.00 for a total of \$310,000.00 over the two-year period.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor's Office and Craig Goodman Jr., CPA due to increased additional money needed to pay for the extended duration of the contract; effective February 13, 2024; not to exceed \$310,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact; as approved in FY23/24

Attachments:

1. Goodman Contract

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RODNEY CRAIG GOODMAN JR., CPA

This Second Amendment to Agreement ("Amendment") is made on February 8, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and *Rodney Craig Goodman Jr., CPA ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and RODNEY CRAIG GOODMAN JR., CPA have entered into a written Agreement dated January 1, 2023, (the "Agreement"), in which Rodney Craig Goodman Jr., CPA agreed to provide consulting services services to Plumas County.
 - b. On December 19, 2023, PLUMAS COUNTY and RODNEY CRAIG GOODMAN JR., entered into the FIRST AMENDMENT to the Agreement, changing the term of the agreement to end on December 31, 2024.
 - c. Because additional money is needed to pay for the extended duration of the contract, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to the 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 Three Hundred Ten Thousand and 00/100 Dollars (\$310,000.00).
3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment to the Agreement, all provisions of the Agreement dated January 1, 2023, and First Amendment, dated December 19, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Rodney Craig Goodman Jr., CPA, an individual

By: _____
Name: Rodney Craig Goodman Jr.
Title: CPA
Date signed:

COUNTY:

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

By: _____
Name: Martee Graham
Title: Auditor Controller
Date signed:

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

ATTEST:

Allen Hiskey
Clerk of the Board

Approved as to form:



Sara James
Deputy County Counsel II



PLUMAS COUNTY
PLUMAS COUNTY OFFICE OF EDUCATION
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: **Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care Council (Local Planning Council); discussion and possible action.**

Recommendation:

Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care Council (Local Planning Council); discussion and possible action.

Background and Discussion:

Cal. Welf. And Inst. Code & 10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally, the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership and the County Board of Supervisors appoints the other half. Annually, membership certification needs to be sent to the California Department of Education, signed by both joint authorities.

Action:

Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care Council (Local Planning Council); discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. PCOE Agenda Request 02-13-22024

BOARD AGENDA REQUEST FORM

Department: PCOE-Early Childhood

Authorized Signature: Rachael Brothman
Board Meeting Date: 2/13/24

Request for n/a minutes for presentation
(If a specific time is needed, please contact the
Clerk of the Board directly.)

Consent Agenda: Yes No

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

A. Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care Council (Local Planning Council)

B.

C.

Review by Necessary Departments:

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

County Superintendent of Schools
Plumas Early Education & Child Care Council

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y / N)
Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: _____

Publication:

Clerk to publish on _____ Notice attached and e-mailed to Clerk.
 Notice to be published _____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)
 Dept. published on _____ (Per Code § _____.) Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

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

**PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL
50 CHURCH ST., QUINCY CA 95971 – 530-430-7050**

TO: Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: January 25, 2024
RE: Certification of Council Membership

Background

Calif. Welf. And Inst. Code § 10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisor's appoints the other half. Annually membership certification needs to be sent to the California Department of Education, signed by both joint authorities.

Current Recommendation/Requested Action

Attached is the current list of council members recommended for continued membership by our council at our November 2023 meeting. CSS indicates the member was originally appointed by the County Superintendent of Schools and CBS indicates the member was appointed by the County Board of Supervisors. These designations will continue along with the membership renewals. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

CCD 43 (9/22) Page 1 of 6
California Health & Human Services Agency California Department of Social Services**CERTIFICATION STATEMENT REGARDING COMPOSITION OF
LPC MEMBERSHIP**

Due Annually on March 15

Return to: lpc@dss.ca.gov

COUNTY NAME Plumas	
COUNTY LPC COORDINATOR Rachael Brothers	COORDINATOR EMAIL rbrothers@pcoe.k12.ca.us

Membership Categories:**20% Consumers** (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

NAME OF REPRESENTATIVE- Lucie Kreth	
ADDRESS PO Box 2371 Portola CA 96122	PHONE NUMBER (530) 836-0807
APPOINTMENT DATE- 1/1/2020 (County Board of Supervisors/CBS)	
APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Robin Eich	
ADDRESS PO Box 1238 Quincy, CA 95971	PHONE NUMBER (530) 662-9999
APPOINTMENT DATE APPOINTMENT- 10/12/23 (County Superintendent of Schools/CSS)	
APPOINTMENT DURATION- No limit	

20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)

NAME OF REPRESENTATIVE- Maria Altamirano	
ADDRESS Sierra Cascade Family Opportunities 424 N. Mill Creek Rd. Quincy, CA 9597	PHONE NUMBER (530) 257-1206
APPOINTMENT DATE-1/1/2020 (CSS)	
APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Kinderlin Hoznour	
ADDRESS Feather River College – CDC 570 Golden Eagle Ave. Quincy, CA	PHONE NUMBER (530) 283-0521
APPOINTMENT DATE- 2/10/2020 (CSS)	
APPOINTMENT DURATION- No limit	

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

NAME OF REPRESENTATIVE- Dorrie Philbeck	
ADDRESS Plumas County Public Health 270 County Hospital Rd. Quincy, CA	PHONE NUMBER (530) 283-6330
APPOINTMENT DATE APPOINTMENT- 1/1/2020 (CBS)	
DURATION- No limit	
NAME OF REPRESENTATIVE- Melissa Groh	
ADDRESS Plumas Unified School District 50 Church St. Quincy, CA	PHONE NUMBER (530) 283-6550
APPOINTMENT DATE- 10/1/2021 (CSS)	
APPOINTMENT DURATION- No limit	

CCD 43 (9/22) Page 4 of 6
California Health & Human Services Agency California Department of Social Services

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

NAME OF REPRESENTATIVE- Elisabeth Welch	
ADDRESS Plumas Rural Services- Plumas STARS 711 East Main St. Quincy, CA	PHONE NUMBER (530) 283-4453 x 815
APPOINTMENT DATE- 1/1/2020 (CBS)	
APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Debbie Guy	
ADDRESS Plumas Rural Services – R&R 711 East Main St. Quincy, CA	PHONE NUMBER (530) 283-4453 x 824
APPOINTMENT DATE- 1/1/2020 (CBS)	
APPOINTMENT DURATION- No limit	

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

NAME OF REPRESENTATIVE- Erica Bryant	
ADDRESS Plumas District Hospital- Child Care Center 1018 Valley View Rd. Quincy, CA 95971	PHONE NUMBER (530) 283-7165
APPOINTMENT DATE - 1/1/2020 (CBS)	
APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Pamela Becwar	
ADDRESS First 5 Plumas 270 County Hospital Rd. Quincy, CA	PHONE NUMBER (530) 394-7016
APPOINTMENT DATE- 12/8/2020 (CSS)	
APPOINTMENT DURATION- No limit	

CCD 43 (9/22) Page 6 of 6

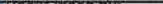
Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 11/9/23, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER
-----------	------	--------------

Authorized Representative – County Superintendent of Schools

Documented by:
SIGNATURE  **DATE** 1/22/2024 **PHONE NUMBER** 530-283-6500

Local Child Care Planning Council Chairperson

SIGNATURE *Elizabeth Welch* DATE 1/17/2024 PHONE NUMBER 530-283-4453 x 815

Certificate Of Completion

Envelope Id: C2A88FB0F74644238BFB2CD985E477C0

Status: Completed

Subject: Complete with DocuSign: 23_24 LPC membership cert. CCD43.pdf

Source Envelope:

Document Pages: 6 Signatures: 2

Certificate Pages: 5 Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Rachael Brothers

50 Church St

50 Church St

Quincy, CA 95971

rbrothers@pcoe.k12.ca.us

IP Address: 98.97.59.9

Record Tracking

Status: Original

1/17/2024 12:17:24 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Signer Events

Elisabeth Welch

lwelch@plumasruralservices.org

Security Level: Email, Account Authentication (None)

Holder: Rachael Brothers
rbrothers@pcoe.k12.ca.us

Pool: StateLocal

Pool: Plumas Unified School District

Location: DocuSign

Signature
DocuSigned by:
Elisabeth Welch
755B262EB0554E5Signature Adoption: Pre-selected Style
Using IP Address: 143.55.93.169**Timestamp**

Sent: 1/17/2024 12:22:10 PM

Viewed: 1/17/2024 12:22:46 PM

Signed: 1/17/2024 12:25:18 PM

Electronic Record and Signature Disclosure:

Accepted: 4/29/2022 1:40:20 PM

ID: 794298bc-aece-49f7-bd8f-5e0003a41fcf

Bill Roderick

brroderick@pcoe.k12.ca.us

Superintendent

Security Level: Email, Account Authentication (None)


DocuSigned by:
Bill Roderick
D44E80DCBE663497

Sent: 1/17/2024 12:25:20 PM

Viewed: 1/22/2024 6:19:02 AM

Signed: 1/22/2024 6:19:21 AM

Signature Adoption: Pre-selected Style
Using IP Address: 47.179.4.243
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 1/22/2024 6:19:02 AM

ID: 0f3b888c-d5f0-4e51-b7bd-485821225650

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events

Patty McCutcheon
pmccutcheon@pcoe.k12.ca.us
Executive Assistant
Plumas Unified School District
Security Level: Email, Account Authentication
(None)

Status**COPIED****Timestamp**

Sent: 1/17/2024 12:25:19 PM
Viewed: 1/17/2024 12:35:39 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

1/17/2024 12:22:10 PM
1/22/2024 6:19:02 AM
1/22/2024 6:19:21 AM
1/22/2024 6:19:21 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County, County Administrative Office and Municipal Resource Group, LLC (MRG) effective February 13, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County, County Administrative Office and Municipal Resource Group, LLC (MRG) effective February 13, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

In November, Plumas County's HR Director was put on administrative leave as a result of criminal charges filed by District Attorney David Hollister for alleged violations during the course of her regular work. Shortly thereafter, the second in command in HR went out on leave for personal reasons and a third person of the five-person staff turned in her resignation. We have since hired for the person who resigned and training is occurring for that position. A fourth employee has taken a position in another department but will train his replacement prior to working full-time in the other department. The fifth is one of the newer hires who is still being trained but has also expressed wanting to leave the department. In short, our HR Department went from being fully staffed to being decimated. MRG (Municipal Resource Group, LLC, is a centralized resource for all Human Resources, staff development and organizational needs.

Specific needs in HR include:

- Employee discipline
- Job Classification reviews
- Recruitments
- Oversight of health insurance plans, 457 plans, CalPERS, investigations
- Annual Personnel Budget preparation and projected expenses
- Labor Law Updates
- Coordinating new hire employee background investigations per IRS Publication 1075
- Assist with the coordination of transitioning to the new HCM Munis Payroll system

MRG will also provide support to the organization to develop and facilitate a multi-year strategic planning process to collaboratively define and align organizational goals, priorities and actions.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County, County Administrative Office and Municipal Resource Group, LLC (MRG) effective February 13, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact

Attachments:

1. 24-010 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 **County Administrative Office** (hereinafter referred to as “County”), and Municipal Resource Group, LLC (MRG) (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 Two Hundred and Fifty Thousand Dollars \$250,000.
3. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
4. **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.
5. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

6. 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.
7. 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.
8. 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

- 2 - 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.

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

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

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

_____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS _____

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

County:

County Administrative Office
County of Plumas
520 Main St., Room 309
Quincy, CA, 95971
Attention: Debra Lucero

Contractor:

Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693
Attention: Mary Egan

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

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

23. 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.

24. 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

_____ COUNTY INITIALS

- 5 - CONTRACTOR INITIALS _____

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.

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

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

_____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS _____

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: Chief Executive Officer
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:



Sara James
Deputy County Counsel II

_____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Human Resource Support Services

MRG will provide Human Resources support and services as needed for the County. The following list illustrates the types of services to be included in the arrangement:

- Organizational Strategy
 - Review and develop effective workforce and succession strategies.
 - Provide recommendations and strategies on best practices for development of revised and/or new processes, programs, and practices on HR matters.
 - Conduct review and implement organizational change initiatives.
 - Develop programs for effective employee engagement strategies.
 - Review existing employee performance management processes and offer recommendations.
- Recruitment, Testing and Selection
 - Conduct job and needs analysis, identify and document essential job functions and duties for each job classification, analyzing data and develop new, compliant job descriptions and related application materials, if necessary.
 - Executive Search for key positions that merit this focus.
 - Review current testing processes, recommend new developments and administration.
- Training and Development
 - Develop training programs. MRG would work with County Staff to determine the training or trainings that would best suit the needs of the County.
 - Coach individual employees or groups.
 - Develop programs for effective Leadership strategies.
- Technology and Systems Implementation
 - Provide guidance and recommendations to County Staff on HR Module of ERP, as needed.
 - Conduct review of current Digitization processes and offer recommendations to revise or implement new processes.
- MRG will also provide support to the organization to develop and facilitate a multi-year strategic planning process to collaboratively define and align organizational goals, priorities and actions."

EXHIBIT B

Fee Schedule

FEES

MRG uses a variety of processes to ensure effective project communications and project management. If preferred by the client, MRG will conduct regular project meetings, in person or via conference/video call, and/or distribute a regular project report. We work cooperatively with the leadership and other stakeholders to incorporate the values, vision, and mission of the greater organization.

The HR On Demand Services will be invoiced on a monthly basis. MRG will invoice at the rate of \$250 an hour for HR Services as described below.

MRG may incur minor costs and expenses in performing consulting services. Reimbursable expenses include but are not limited to; mileage reimbursement at the current IRS rate per mile, postage, document production costs, transcripts, parking, tolls, and travel accommodations (such as hotel and airfare) as needed, and electronic files (zip drive) as needed. All costs and expenses will be charged at MRG's cost. The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee.

Professional Services, Coaching and Development, and Custom Training.

	<i>Rate</i>
Human Resources Professional Services/HR On Demand Services	\$250/hour
Coaching, Professional Development	\$250/hour
Mary Egan, Principal Consultant Professional Services	\$300/hour
Custom Training	quoted
Investigative Services	\$325/hour
Technical Support	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

MRG will be available within 24 hours of a request. Timelines are dependent on projects and will be determined at the time of scoping.

_____ COUNTY INITIALS

- 9 - CONTRACTOR INITIALS _____



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize the Clerk of the Board of Supervisors to dispose of the Canon Image Runner Model 256if, S/N# ZAD06308, a fixed asset that fully depreciated in 2003, and donate it to UBEO, West LLC.

Recommendation:

Approve and authorize the Clerk of the Board of Supervisors to dispose of the Canon Image Runner Model 256if, S/N# ZAD06308, a fixed asset that fully depreciated in 2003, and donate it to UBEO, West LLC.

Background and Discussion:

The Board of Supervisors/County Administrative Office has an old Canon Image Runner copy machine, a fixed asset that has fully depreciated in 2003, and dentate the machine to UBEO West, LLC.

Action:

Approve and authorize the Clerk of the Board of Supervisors to dispose of the Canon Image Runner Model 256if, S/N# ZAD06308, a fixed asset that fully depreciated in 2003, and donate it to UBEO, West LLC

Fiscal Impact:

No General Fund Impact.

Attachments:

1. UBEO ROL



**THIS SIGNED STATEMENT RELEASES ALL INTEREST PERSONAL OR
OTHERWISE IN THE EQUIPMENT DESCRIBED BELOW.**

Plumas County Board of Supervisors

Today's Date: 2/8/24 **Customer Name:**

Full Address: _____
520 Main Street Suite 309
Quincy, CA 95971

Make	Model	Serial
------	-------	--------

Canon 256F 2AD06308 / 156155

Agreed to by Customer:

Signature _____

Name GREG HAGWOOD

Title Chair, Board of Supervision

**PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM**

Reason for Change (Check one)		<input type="checkbox"/> Transfer	<input type="checkbox"/> Sold	<input checked="" type="checkbox"/> Discarded
		<input type="checkbox"/> Donated	<input type="checkbox"/> Other	
Current Department Number	<u>156155</u>		New Department Number	
Current Department Name	Board of Supervisors		New Department Name	
Date Acquired			Date of Change	
Current Location of Asset	UBEO West, LLC		New Location of Asset	
Total Asset Cost			Sold Amount	
Description of Asset	Canon Imagerunner 5335i copy machine Model 256IF			
Serial Number	ZAD06308			
Date Presented to the Board of Supervisors	<u>02-13-2024</u>		Include copy of the BOS minutes	
Current Department Head Name (printed)	<u>Allen Hiskey</u>			
Current Department Head (signature)				
New Department Head Name (printed)				
New Department Head (signature)				
Auditor Office Only				
Asset Number				
Asset Cost	Accumulated Depreciation			



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Sheriff

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: February 13, 2024

SUBJECT: **Adopt RESOLUTION Approving the Plumas County Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; (No General Fund Impact) approved as to form by County Counsel. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Approving the Plumas County Sheriff's Office to apply for and receive grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV division of California State Park and Recreation for more than 25 years. This resolution is the yearly process necessary for continued funding through the State of California for the Sheriff's Office OHV program. The current application calls for a new resolution by the Board for the Sheriff's Office to apply and administer the grant.

Action:

Adopt this resolution to apply and administer state funding through a grant with California Department of Parks and Recreation Off-Highway Motor Vehicles Division

Fiscal Impact:

This grant has 25% matching funds requirement which is easily met by in-kind activities within the Sheriff's Office(i.e. Calls handled on regular patrol shifts that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu funds that are received from the state that are earmarked and spent on the department's PHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement.

Attachments:

1. 3314_001

**Governing Body Resolution
Law Enforcement Off-Highway Vehicle Grant**

RESOLUTION NO. _____

RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS

**APPROVING THE APPLICANT TO APPLY FOR AND RECEIVE GRANT FUNDS
FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND
RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and

8. Appoints the Plumas County Sheriff as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the following a roll call vote:

Ayes:

Noes:

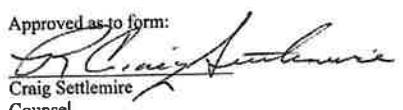
Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:


Craig Settlemire
Counsel



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mike Grant, Deputy Sheriff II - Communication Coordinator

MEETING DATE: February 13, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics; effective January 1, 2024; not to exceed \$350,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics; effective January 1, 2024; not to exceed \$350,000; General Fund Impact as approved in (FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Sheriff's Office and Sierra Electronics have a long-term relationship with the latter supplying needed communication systems maintenance, systems replacement, and project support. The attached contract has the same terms as previous contracts approved by your Board, with just the date changed to cover the calendar year 2024.

While the contract cap is at \$350,000, the base fee paid to Sierra Electronics is just over \$30,000 per year, with the balance available for unanticipated issues, specifically those experienced during disasters, or new projects. The base fee provides 24/7 response to all communication infrastructure needs as well as shop and depot-level repair of mobile and portable radios. Typically the Sheriff's Office uses about \$75,000-90,000 of the total contract value in a given year. This contract is backdated to January 1, 2024 to cover costs already incurred during this calendar year.

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics

Fiscal Impact:

Budgeted expense that largely use the general fund, some costs are paid for out of communication grants that have no general fund impact.

Attachments:

1. Sierra Electronics Contract 2024

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000).
3. **Term.** The term of this agreement shall be from January 1, 2024 through December 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2024 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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

_____ COUNTY INITIALS

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

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

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

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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

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

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:

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

Contractor:

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Berry Enterprises, Inc, a Nevada corporation
Doing business as Sierra Electronics

By: _____
Name: Jarrel L Walton
Title: President/GM
Date signed:

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

COUNTY:

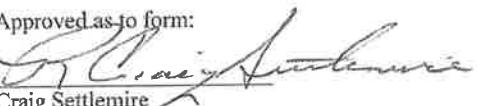
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Greg Hagwood
Title: Chairman- Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:


Craig Settlemire
Counsel

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Sierra Electronics will rent, maintain, and work on electrical equipment for PCSO. This work includes, but is not limited to, radios and lights installed in patrol cars, work on the dispatch system, work on radio and microwave towers and other related issues.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

Monthly Maintenance Costs Equipment List

Equipment Description	Model#	Serial#	Place of Service	Per Unit	Total
Astro Digital Base Station			Hough	\$46.00	\$46.00
XTL Digital Base Station			Quincy	\$46.00	\$92.00
MTR Base Station			Claremont	\$138.00	\$138.00
Quantar Repeater			Lexington	\$69.00	\$69.00
GTR Repeaters			H/Red/Beck/Blk	\$69.00	\$276.00
Quantar Base Station			Quincy	\$57.50	\$57.50
Three Position Dispatch Console System (AVTEC)			Quincy	\$258.75	\$258.75
IP Link Quincy to Portola			QCY/POR	\$28.75	\$28.75
APX 4000 Portables			Sierra Shop	\$7.20	\$432.00
XTS Portables			Sierra Shop	\$7.20	\$43.20
XTL and APX Mobiles			Quincy	\$7.20	\$1,440.00
MT 2000 Portables			Sierra Shop	\$7.20	\$14.40
MCS 2000 Mobiles			Quincy	\$7.20	\$72.00
Vehicular Repeaters			Quincy	\$4.00	\$176.00
Spectra Mobile Radios			Quincy	\$7.20	\$14.40
Siren Control Modules			Quincy	\$4.60	\$128.80
Undercover Light and Siren Controllers			Quincy	\$4.60	\$18.40
XTL 5000 Boat Radios			Quincy	\$2.30	\$11.50
MCS2000 Boat Radios			Quincy	\$2.30	\$2.30
Kenwood TKR8400	Medcom Equipment		Q/Beck/Flea/Hough/Red	\$69.00	\$276.00
Quantar repeater	Medcom Equipment		Dyer	\$69.00	\$69.00
			Total monthly		\$2,511.90

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

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

For bench repairs: \$96.00 per hour

For field repairs: \$110.00 per hour

For high technical labor: \$125.00 per hour

_____COUNTY INITIALS_____

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CONTRACTOR INITIALS_____



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mike Grant, Deputy Sheriff II - Communication Coordinator

MEETING DATE: February 13, 2024

SUBJECT: **Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers; total not to exceed \$21,610.88. No General Fund Impact; discussion and possible action. Four/Fifths roll call vote**

Approve transfer of those funds to a fixed asset account within Dept#70356-Sheriff SLESF. No General Fund Impact; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers; total not to exceed \$21,610.88 and transfer funds to a fixed asset account within Dept#70356. No General Fund Impact; discussion and possible action.

Background and Discussion:

Previously, your Board approved the purchase from Sunridge Systems of a record management system for use in the Sheriff's Office. The new software for this system must use servers with more capability and capacity than those currently available. Dell, Inc and Computer Discount Warehouse Government (CDWG), were able to provide contract pricing for these servers that used a competitive bid process consistent with the County's purchasing policy. As these are semi-custom-built servers, both are included in one line item. The costs also include the needed server software necessary for the project.

Action:

Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers.

Approve the transfer of funds within the Sheriff Supplemental Law Enforcement Services Fund (SLESF), Dept 70356-524400 to 70356-549500.

Fiscal Impact:

No general fund impact.

Attachments:

1. Budget Transfer Form
2. CDWG Quote

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SHERIFF - LESF

Dept. No: 70356

Date 1/30/2024

The reason for this request is (check one):

Approval Required

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

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) NEED TO PURCHASE SERVER FOR NEW RECORDS MANAGEMENT SYSTEM

B) FUNDS NOT USED AS ORIGINALLY ANTICIPATED

C) EXPENSE TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Rowe Jowers

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: Mantellham

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

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



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

MIKE GRANT,

Thank you for considering CDW-G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSKM989	1/26/2024	DELL SERVERS	9807074	\$21,610.88

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO PE R660XS 3X4509 64GB PSP Mfg. Part#: 3000171151487 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	7780399	\$20,150.00	\$20,150.00

	SUBTOTAL	\$20,150.00
	SHIPPING	\$0.00
	SALES TAX	\$1,460.88
	GRAND TOTAL	\$21,610.88

PURCHASER BILLING INFO

Billing Address:
PLUMAS COUNTY SHERIFF'S OFFICE
ACCOUNTS PAYABLE
1400 E MAIN ST
QUINCY, CA 95971-9402
Phone: (530) 283-6375
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
PLUMAS COUNTY SHERIFF'S OFFICE
MIKE GRANT
1400 E MAIN ST
QUINCY, CA 95971-9402
Phone: (530) 283-6375
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Solid Waste

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: February 13, 2024

SUBJECT: Adopt **RESOLUTION Establishing a revised fee schedule to decrease rates for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Service Area No. 2 (Operated by Intermountain Disposal Inc.) No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll Call Vote**

Recommendation:

R3 Consulting Group's January 30, 2024, updated report recommends that Plumas County lower IMD's Transfer Station rates by 8.69% effective March 1, 2024 for the remainder of the fiscal year. Solid Waste Staff respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Decrease Resolution for self-hauling residential and commercial customers to the County Transfer Stations in franchise Area No. 2 operated by the franchise contractor InterMountain Disposal.

Background and Discussion:

Per the terms of the 2017 Franchise Agreement between Plumas County and InterMountain Disposal, an Annual review of the Franchise Contractor's audited financial statement is performed by a 3rd party firm, to determine if the Franchiser Contractor is due a rate increase or decrease.

During the course of the rate review process for 2023, it was discovered that R3 Reporting Group made an error in their 2022 RRI report for InterMountain Disposal, erroneously finding that they were due a 6.41% rate increase when they were not due a rate increase for the year of 2022. Upon learning this, Public Works Staff recommended that the Board of Supervisors halt InterMountain Disposal's stipulated 10.37% rate increase until customers could be reimbursed for the overcharge resulting from 2022's rate increase.

In January 2024, R3 Consulting Group delivered Public Works an updated report, detailing how to reimburse both the customer base for the 6.41% overcharge and IMD for the delay in implementing the 10.37% rate increase due to them in July of 2023. These adjustments result in an overall rate decrease of 8.69% beginning March 1, 2024 through the end of the fiscal year.

Action:

Adopt **RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 OPERATED BY INTERMOUNTAIN DISPOSAL INC.; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll Call Vote.**

Fiscal Impact:

No impact to General Fund. Funded via Franchise Fees.

Attachments:

1. Plumas County - IMD March 2024 Transfer Station Rate Adj 013024 (1)
2. Resolution Revised Fee Sched. IMD

January 30, 2024

Ms. Sean Graham
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: March 1, 2024 Intermountain Disposal Transfer Station Rate Adjustments

Dear Ms. Graham:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to assist it with calculating the 2023 Refuse Rate Index (RRI) rate adjustment for Feather River Disposal Inc. (FRD) and Intermountain Disposal (IMD). The RRI adjustments for FRD's collection rates and transfer station rates, and the RRI adjustments for IMD's collection rates have been provided to the County in separate reports. This letter report presents the calculated rate adjustment specific to IMD's transfer station rates assuming an effective date of March 1, 2024.

As with the adjustment to IMD's collection rates, IMD's transfer station rates need to be adjusted to make the ratepayers whole for the impact of the July 1, 2022 RRI adjustment of 6.41% that should not have occurred. Specifically the following adjustments are required:

- Backout the disallowed 2022 6.41% RRI rate increase;
- Reimburse the ratepayers for the 2022 6.41% RRI increase that will have been in effect for twenty (20) months as of March 1, 2024 when 2023 rates are to become effective; and
- Reimburse IMD for the eight (8) month delay in implementing the July 1, 2023 10.37% RRI rate increase.

The above three adjustments result in an overall rate decrease of 7.26%.

In addition to the above adjustments, for July 1st through July 10th 2023 IMD increased the tip fee at its transfer stations by the calculated 2023 RRI index of 10.37%. To make the ratepayers whole for that increase, which should not have occurred at that time, the transfer station rates need to be decreased by an additional 1.43% for March 2024 through June 2024. This additional adjustment brings the overall rate decrease for the transfer stations for March 2024 through June 2024 to **8.69%**. **Attachment 1** provides the calculation of both the 7.26% rate decrease as well as the overall **8.69%** rate decrease.

* * * * *

Ms. Sean Graham
January 4, 2024
Page 2 of 2

We appreciate the opportunity to be of service to the County. Should you have any questions regarding this submittal, or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Project Director

Attachment:

1 March 1, 2024 Transfer Station Rate Adjustment

<https://r3cgi.sharepoint.com/Shared%20Documents/R3%20Shared/+/Projects/PLUMAS%20COUNTY/Plumas%20County%202023%20RRI/IMD%20Transfer%20Station%20Rate%20Adj/Plumas%20County%20-%20IMD%20March%202024%20Transfer%20Station%20Rate%20Adj%20013024.docx>

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RESOLUTION NO. 24-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF- HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.)

WHEREAS, the Plumas County Board of Supervisors, on May 17, 2022, adopted replacement Resolution No. 22-8700 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, there was an inadvertent calculation error in connection with the rate change effective on July 1, 2022 that resulted in rates being 6.41% too high, resulting in excess revenue during the period of July 1, 2022 to July 1, 2023. However, Financial data for the year of 2022 would justify a rate increase of 10.37% beginning July 1, 2023. After offsetting excess revenue against the rate change for the year of 2023, customers would be eligible for a rate reduction of 8.69% for the period of March 1, 2024 to July 1, 2024 in order to refund the excess revenue, and

WHEREAS, the request of Intermountain Disposal for a rate decrease was considered at the duly noticed public hearing held on _____, 2024, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate decreases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8700.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8700, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2, effective March 1, 2024, as follows:

- (a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.
- (b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$9.75 for the equivalent of two (2) cans or standard containers; \$14.95 for the equivalent of three (3) cans; and \$18.80 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station Wagon: \$19.85;
- (II) Compact pickup truck: \$24.75;
- (III) Compact pickup truck with sideboards: \$31.25;
- (IV) Standard-sized pickup truck: \$30.20;
- (V) Standard-sized pickup truck with sideboards: \$37.30;
- (VI) Larger trucks: \$21.75 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$16.85;
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$31.25 maximum;
- (III) Each tire sixteen (16") inches or less: \$3.70; Each tire seventeen (17") inches to twenty (20") inches: \$8.90; Each tire more than twenty (20") inches: \$16.40;
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$24.15; Each stump thirteen (13") to twenty-four (24") inches: \$48.30; Each stump more than twenty-four (24") inches: \$72.50;
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$4.00;
- (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and

only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$89.90 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____, 2024, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

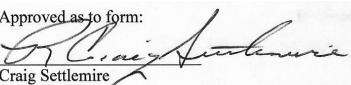
ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Craig Settlemyre
Counsel



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Treasurer/Tax Collector

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: **Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.**

Recommendation:

Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Background and Discussion:

Approve the Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Action:

Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. TCC - Item 4.F.2.

THE PLUMAS COUNTY TREASURER'S OFFICE

INVESTMENT POLICY AND GUIDELINES

I. POLICY

Plumas County (County) shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

II. SCOPE

This policy applies to the investment of short-term operating funds. Longer-term funds, including investments of employees' investment retirement funds and proceeds from certain bond issues, are covered by a separate policy.

III. PRUDENCE

The County Treasurer is a trustee and therefore a fiduciary subject to the "prudent investor" standard. The "prudent investor" standard states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

IV. OBJECTIVES

The Treasurer's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §27000.5 and 53600.5:

1. Safety – Safety of principal is the foremost objective of Plumas County.
2. Liquidity – The County's portfolio will remain sufficiently liquid to enable the County to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investment in securities with active secondary markets is highly recommended.
3. Return – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

V. DELEGATION OF AUTHORITY

The management responsibility for the County's investment program is hereby delegated to the County Treasurer in accordance with California Government Code Section 27000.1. The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor will follow the Investment Policy and such other written instructions as are provided.

VI. INVESTMENT PROCEDURES

The County Treasurer will establish investment procedures for the operation of the County's investment program.

Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis.

Calculations for the Treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds.

VII. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

Plumas County Board of Supervisors adopted Resolution No. 92-5423 on December 15, 1992 which established a Conflict of Interest code for Plumas County. The Code states that Subsection 18730(b) of Title 2 of the California Administrative Code are the limits set forth by Plumas County.

The limits set forth in the California Administrative Code are the limits set forth by Plumas County.

In addition, the Board of Supervisors have adopted Rule 22 of the Personnel Rules, entitled "Code of Conduct" which further establishes limitations on the receipt of honoraria, gifts, and gratuities.

VIII TERMS FOR FUNDS INVESTED WITH THE COUNTY INVESTMENT POOL

Any local agency and other entity not required to deposit funds in the County Treasury may do so for investment purposes according to the terms set forth in section 53684 of the Government Code. In addition, the local agency or other entity must enter into a contract with the County Treasurer stating the minimum amount to be deposited, the term of the deposit and anticipated cash-flow projection for deposits and withdrawals, agreement to share in the administrative costs as allowed under Section 27013 of the Government Code, and any other deposit terms required of the treasurer.

Before approving any request to withdraw funds, the County Treasurer shall evaluate the request as per Government Code Section 27136 and 27133 (h). The evaluation will be based upon the following criteria:

- (a) legality
- (b) size of request and effect on liquidity of the pool
- (c) effect on earnings rate of the balance of funds in the pool
- (d) assessment of the stability and predictability of the investments in the treasury.

In addition, requests for withdrawal of funds will be at the lower of adjusted cost or market value of the pool at the time of withdrawal—or—to the last available report reflecting market values as of month end.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The County Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the County in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the County. The firms, and individuals covering the agency, should be knowledgeable and experienced in County investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the County must supply the Treasurer with the following: audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the County's investment policy and depository contracts. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the County invests.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County. The advisor will perform all due diligence for the broker/dealers on its approved list.

The selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G37 of the Municipal Securities Rulemaking Board, to the Plumas County Treasurer, any member of the Plumas County Board of Supervisors, or any candidate for those offices, shall be prohibited.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained.

X. AUTHORIZED AND SUITABLE INVESTMENTS

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the County Treasurer's investment advisor shall evaluate the quality of that security and provide the Treasurer with a recommended plan of action. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding 45 days from the time of investment.

The County will limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- 1. U.S. Treasury** notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This will include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 50% of the County's investment portfolio; all other investments in Federal Agency securities are unrestricted.
- 3. Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency, or by a department, board, agency or authority of the state or any local agency.

4. **Registered treasury notes or bonds of any of the other 49 states in addition to California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states.
5. **Bankers' Acceptances** otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40% of the County's portfolio that may be invested pursuant to this section.
6. **Repurchase Agreements.** The County may invest in overnight and term repurchase agreements with Primary Dealers of the Federal Reserve Bank of New York rated "A" or better by an NRSRO with which the County has entered into a Master Repurchase Agreement. This agreement will be modeled after the Public Securities Associations Master Repurchase Agreement. The maximum maturity will be restricted to 90 days. Purchases of repurchase agreements shall not exceed 20 percent of the portfolio.

All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party will have an account in the name of Plumas County. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis and will not be permitted to fall below a minimum of 102 percent of the value of the repurchase agreement. Collateral shall not have maturities in excess of 5 years. The right of substitution will be granted, provided that permissible collateral is maintained.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government and Agency securities as permitted under this policy. The County will maintain a first perfected security interest in the securities subject to the repurchase agreement and shall have a contractual right to liquidation of purchased securities upon the bankruptcy, insolvency, or other default of the counter party.

7. **Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper must meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
 - b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including, but not limited to, over

collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 40% of the County's portfolio may be invested in commercial paper.

8. **Non-negotiable Certificates of Deposit** (time CDs) in a state or national bank, savings association or federal association, or federal or state credit union with a branch in the State of California. In accordance with California Government Code Section 53635.2, to be eligible to receive County deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. Time CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The County, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The County will have a signed agreement with any depository accepting County funds per Government Code Section 53649. No deposits will be made at any time in time CDs issued by a state or federal credit union if a member of the Plumas County Board of Supervisors or County Treasurer serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit will not exceed that total shareholder's equity of any depository bank, nor will the deposit exceed the total net worth of any institution. No more than 20% of the County's portfolio may be invested in non-negotiable CDs.
9. **Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. No more than 30% of the County's portfolio may be invested in negotiable CDs.
10. **Medium-Term Notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a NRSRO. No more than 30% of the County's portfolio may be invested in medium-term notes.
11. **Shares of beneficial interest issued by diversified management companies** that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either: (i) attain the highest ranking letter or numerical rating provided by at least two NRSROs or (ii) have retained an investment advisor registered or exempt

from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000. No more than 20% of the County's investment portfolio may be invested in money market funds.

- 12. State of California's Local Agency Investment Fund (LAIF)** an investment pool run by the State Treasurer. The County can invest up to the maximum amount permitted by the State Treasurer.
- 13. Shares of beneficial interest issued by a joint powers authority** (Local Government Investment Pools) organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r) of California Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
 - a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) Government Code Section 53601, inclusive.
 - c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- 14. Asset-Backed Securities (ABS)** A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO. No more than 20% of the County's investment portfolio may be invested pursuant to this section.
- 15. Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30% County's moneys that may be invested pursuant to this section.

XI. INVESTMENT POOLS/MONEY MARKET FUNDS

A thorough investigation of investment pools and money market funds is required prior to investing, and on a continual basis.

XII. MAXIMUM MATURITY

Maturities will be based on an analysis of the receipt of revenues and maturity of investments. Maturities will be scheduled to permit the County to meet all disbursement requirements.

The County may not invest in a security whose maturity exceeds five years from the date of purchase unless the Plumas County Board of Supervisors has provided approval for a specific purpose at least 90 days before the investment is made. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

XIII. PROHIBITED INVESTMENTS

Investments not described herein, including, but not limited to, reverse repurchase agreements, stocks, inverse floaters, range notes, commercial mortgage-backed, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for investment by the County.

XIV. INTERNAL CONTROL

The County Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

XV. TREASURY OVERSIGHT COMMITTEE - DISCONTINUED

From 1995 to January 1, 2005, the California Government Code required counties and cities to establish a Treasury Oversight Committee. The purpose of the Committee was to oversee the policies that guide the investment of public funds. The Committee was not to impinge on the day to day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting. In 2005, California Government Code section 27131 made the Committees optional. Plumas County discontinued the operation of its Committee as of February 6, 2007. The Plumas County Treasurer continues to provide reporting to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district. The County's portfolio is also independently audited by an external auditor for compliance with the California Government Code and this Investment Policy.

XVI. CUSTODY OF SECURITIES

All securities owned by the County, except time deposits, will be kept in safekeeping by a third-party bank's trust department, acting as an agent for the County under the terms of a custody agreement executed by the bank and the County.

All securities will be received and delivered using standard delivery versus payment procedures.

XVII. REPORTING

The County Treasurer will provide a monthly investment report to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district showing all transactions, type of investment, issuer, purchase date, maturity date, purchase price, yield to maturity, and current market value for all securities.

XVIII. POLICY REVIEW

This Investment Policy will be reviewed regularly to ensure its consistency with:

1. The California Government Code sections that regulate the investment and reporting of public funds.
2. The overall objectives of preservation of principal, sufficient liquidity, and a market return.

Any changes to the Policy must be reviewed and approved by the Board at a public meeting.

Glossary

Asset-Backed Security (ABS) is a financial security backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Broker-Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificates Of Deposit

1. **Negotiable Certificates of Deposit** are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.
2. **Non-negotiable Certificates of Deposit** are time deposits with financial institutions that earn interest at a specified rate for a specified term. Liquidation of the CD prior to maturity incurs a penalty. There is no secondary market for these instruments, therefore, they are not liquid. They are classified as public deposits, and financial institutions are required to collateralize them. Collateral may be waived for the portion of the deposits that are covered by FDIC insurance.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Collateralized Mortgage Obligation (CMO) is a type of mortgage-backed security in which principal repayments are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows

from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche).

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury that local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any California public agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via direct deposit to the agency's LAIF account. The State keeps an amount for reasonable costs of making the investments, not to exceed one-quarter of one per cent of the earnings.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or

without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Fund is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of \$1 per share.

Mortgage Backed Security (MBS). A type of asset-backed security that is secured by a mortgage or collection of mortgages. These securities must also be grouped in one of the top two ratings as determined by an accredited credit rating agency, and usually pay periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

Supranational is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.



PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: **Adopt RESOLUTION Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

1.) Annually, the Board of Supervisors must review and approve the policies and guidelines established by the County Treasurer for the administration of the investment program. The Plumas County Investment Policies and Guidelines have been reviewed by PFM Asset Management, LLC., County Counsel and the Treasurer. It is the goal of the Treasurer to have the investment policy reviewed and certified by the California Municipal Treasurers Association. This is not required by law but provides another layer of transparency, due diligence, trust, and confidence to the Board and public as well as outside auditors.

2.) In accordance with Government Code Sections 53607 and 27000.1, the Board of Supervisors annually delegates the authority to the Treasurer to invest the excess funds available in the treasury. Excess funds are those funds not being expended on any given day. Each day, investment decisions are made that enable all available funds to be invested in LAIF, CAMP, PBAA or long term with PFM Asset Management.

In addition to investing those funds which are under the direction of the Board of Supervisors, the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the treasury and invests those funds on behalf of the said agencies. Board authority is required to accept funds from outside county agencies for the purpose of investing by the County Treasurer.

The investment authority was not previously authorized to the Treasurer for the 2023 calendar year, and I apologize for this oversight. However, Counsel had the resolution and needed further research done to approve it, although it has been the same resolution used for several years. Throughout the year, I have invested with the assistance of PFM Asset Management, Inc., investment advisors, with the same objectives of safety, liquidity and return as in the past.

I am respectfully requesting approval of the updated Investment Policy and Guidelines, and approval of the resolution authorizing investment of County funds and funds of other depositors for calendar year 2024.

Action:

Adopt **RESOLUTION** Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact

Attachments:

1. 22-487 FINAL

Resolution No. 24-

A RESOLUTION RENEWING DELEGATION OF AUTHORITY TO TREASURER TO INVEST COUNTY FUNDS AND FUNDS OF OTHER DEPOSITORS FOR CALENDAR YEAR 2024

WHEREAS, pursuant to Sections 53607 and 27000.1 of the Government Code, the Board of Supervisors has reviewed the delegation of authority to the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and funds of other depositors in the county treasury; and,

WHEREAS, pursuant to Section 53684 of the Government Code, after determination of any excess funds of a local agency by an official responsible for such funds, which excess funds are not required for immediate use, such funds may therefore be deposited into the county treasury for the purpose of investments by the County Treasurer, pursuant to the provisions provided in Sections 53601 and 53635 of the Government Code.

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

1. The Board of Supervisors hereby approves and authorizes the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and other depositors in the county treasury for calendar year 2024, and
2. Any excess funds of a county agency that have been determined not to be required for immediate use may be deposited into the county treasury for the purpose of investment by the county treasurer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 6th day of February 2024, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

Chairperson, Board of Supervisors

Attest:

Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. Four/Fifths Roll Call Vote.

Recommendation:

Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

Background and Discussion:

Friends of Plumas County Animals presented at the Board of Supervisors Meeting in May and June 2023, requesting assistance to help with the feral cat issues that resulted from the Dixie Fire on August 15, 2023, the BOS approved Ten Thousand Dollars to be spent towards this project. After the event, Friends of Plumas County Animals gave a report to the BOS on how the program went.

Action:

Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

Fiscal Impact:

No General Fund Impact; approved by Auditor-Controller

Attachments:

1. 20240122160316
2. Minutes 08-15-2023

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Board of Supervisors

Dept. No: 20010

Date 2/6/2024

The reason for this request is (check one):

Approval Required

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

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Decision was made on 8/15/2023 by the Board of Supervisors

B) Board allocated \$10,000 for the spay and neuter of feral cats

C) Services already occurred

D) Decision was made after recommended budget

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Manteshwaran

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

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



Board of Supervisors

Dwight Ceresola, Chair, 1st District

Kevin Goss, 2nd District

Thomas 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 AUGUST 15, 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 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No 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.

Brianna Kohler regarding Chinese cemetery.

Debbie Hopkins regarding Chinese cemetery.

Averil Kimball regarding Dame Shirley Plaza.

Two (2) comments received via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Assessor Cindi Froggatt gave a tax roll summary. Asked by Supervisor Hagwood to come back with formal presentation.

Sheriff Todd Johns gave update on road closures; staffing issues.

Planning Director Tracey Ferguson gave update on Airport Land Use Commission special meeting in regards to potential new courthouse location and State Department Housing Community Action Plan.

Public Health Director Dana Krinsky gave update regarding Covid cases being up and Community Health Plan.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report given.

B. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe Hoffman, Mt. Hough Ranger District gave update regarding current lightening started fires; planning efforts and projects.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

Greg Ellingson gave brief update.

D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.

Public Review Draft Briefing.

Planning Director Tracey Ferguson provided updates regarding meetings in different areas in the County and provided community outreach opportunities.

E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)

Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

Planning Director Tracery Fergson provided updated on Title 25 Ordinance development.

2. CONSENT AGENDA

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

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

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

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

A. SOCIAL SERVICES

- 1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

Adopt **RESOLUTION 23-8837** authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation.

D. FACILITY SERVICES

- 1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.

E. BUILDING DEPARTMENT

- 1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE -

- 1) Adopt **RESOLUTION** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8834** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Adopt **RESOLUTION** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8835** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23, **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

- 3) Agreement for Fiber-optics connectivity on Radio Hill.

Item moved to September 5, 2023 Board of Supervisors Meeting for further discussion and action.

B. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle.

Motion: Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

No report.

- B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

Motion: Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

No: Supervisor - District 5 Engel.

- C. Budget Process, Fiscal & Working Conditions Update

CAO Debra Lucero gave presentation on Budget Process, Fiscal & working conditions of the county.

5. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by split vote (**summary:** Yes = 0 No = 0 Abstain = 1).

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

No: None. **Abstain:** District 5 Engel

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Ratify Resolutions 21-8601 and 23-8605 Proclamations due to fires Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

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

No: None. **Abstain:** District 5 Engel

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

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

No: None. **Abstain:** District 5 Engle

D. APPOINTMENTS

There were no appointments made.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding Maui disaster.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel did not receive any correspondence.

Supervisor McGowan did not receive any correspondence.

Supervisor Ceresola did not receive any correspondence.

F. INFORMATIONAL ANNOUNCEMENTS

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

Supervisor Hagwood had no meetings or events to report.

Reported by Supervisor McGowan regarding matters related to County Government and include that he attended the Lafco meeting on 8/14/2023.

Supervisor Goss had no meetings or events to report.

Supervisor Engel was not present for this item on the agenda.

Supervisor Ceresola had no meetings or events to report.

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 real property negotiator, regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

- G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- J. 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
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood advised that there was no reportable action taken during Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: **Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. Four/Fifths Roll Call Vote.**

Recommendation:

Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

Background and Discussion:

Friends of Plumas County Animals presented at the Board of Supervisors Meeting in May and June 2023, requesting assistance to help with the feral cat issues that resulted from the Dixie Fire on August 15, 2023, the BOS approved Ten Thousand Dollars to be spent towards this project. After the event, Friends of Plumas County Animals gave a report to the BOS on how the program went.

Action:

Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

Fiscal Impact:

No General Fund Impact; approved by Auditor-Controller

Attachments:

1. 20240122160330
2. Minutes 08-15-2023

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Board of Supervisors Dept. No: 20010 Date: 2/6/2024

The reason for this request is (check one):

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

Approval Required

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Decision was made on 8/15/2023 by the Board of Supervisors

B) Board allocated \$10,000 for the spay and neuter of feral cats

C) Services already occurred

D) Decision was made after recommended budget

Approved by Department Signing Authority: _____

Approved/ Recommended _____ Disapproved/ Not recommended _____

Auditor/Controller Signature: Mantel Shah

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

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



Board of Supervisors

Dwight Ceresola, Chair, 1st District

Kevin Goss, 2nd District

Thomas 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 AUGUST 15, 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 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No 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.

Brianna Kohler regarding Chinese cemetery.

Debbie Hopkins regarding Chinese cemetery.

Averil Kimball regarding Dame Shirley Plaza.

Two (2) comments received via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Assessor Cindi Froggatt gave a tax roll summary. Asked by Supervisor Hagwood to come back with formal presentation.

Sheriff Todd Johns gave update on road closures; staffing issues.

Planning Director Tracey Ferguson gave update on Airport Land Use Commission special meeting in regards to potential new courthouse location and State Department Housing Community Action Plan.

Public Health Director Dana Krinsky gave update regarding Covid cases being up and Community Health Plan.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report given.

B. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe Hoffman, Mt. Hough Ranger District gave update regarding current lightening started fires; planning efforts and projects.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

Greg Ellingson gave brief update.

D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.

Public Review Draft Briefing.

Planning Director Tracey Ferguson provided updates regarding meetings in different areas in the County and provided community outreach opportunities.

E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)

Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

Planning Director Tracery Fergson provided updated on Title 25 Ordinance development.

2. CONSENT AGENDA

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

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

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

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

A. SOCIAL SERVICES

- 1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

Adopt **RESOLUTION 23-8837** authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation.

D. FACILITY SERVICES

- 1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.

E. BUILDING DEPARTMENT

- 1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE -

- 1) Adopt **RESOLUTION** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8834** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Adopt **RESOLUTION** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8835** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23, **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

- 3) Agreement for Fiber-optics connectivity on Radio Hill.

Item moved to September 5, 2023 Board of Supervisors Meeting for further discussion and action.

B. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle.

Motion: Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

No report.

- B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

Motion: Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

No: Supervisor - District 5 Engel.

- C. Budget Process, Fiscal & Working Conditions Update

CAO Debra Lucero gave presentation on Budget Process, Fiscal & working conditions of the county.

5. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by split vote (**summary:** Yes = 0 No = 0 Abstain = 1).

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

No: None. **Abstain:** District 5 Engel

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Ratify Resolutions 21-8601 and 23-8605 Proclamations due to fires Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

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

No: None. **Abstain:** District 5 Engel

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

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

No: None. **Abstain:** District 5 Engle

D. APPOINTMENTS

There were no appointments made.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding Maui disaster.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel did not receive any correspondence.

Supervisor McGowan did not receive any correspondence.

Supervisor Ceresola did not receive any correspondence.

F. INFORMATIONAL ANNOUNCEMENTS

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

Supervisor Hagwood had no meetings or events to report.

Reported by Supervisor McGowan regarding matters related to County Government and include that he attended the Lafco meeting on 8/14/2023.

Supervisor Goss had no meetings or events to report.

Supervisor Engel was not present for this item on the agenda.

Supervisor Ceresola had no meetings or events to report.

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
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 - 5. Child Support Services Director
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 - 7. County Counsel
 - 8. Environmental Health Director
 - 9. Facility Services Director
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 - 12. Information Technology Director
 - 13. Library Director
 - 14. Museum Director
 - 15. Planning Director
 - 16. Public Health Director
 - 17. Public Works Director
 - 18. Risk & Safety Manager
 - 19. Social Services Director
- B. Conference with real property negotiator, regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

- G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- J. 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
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood advised that there was no reportable action taken during Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 13, 2024

SUBJECT: Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

Recommendation:

Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

Background and Discussion:

Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

Action:

Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

Fiscal Impact:

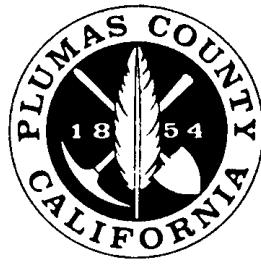
No General Fund Impact.

Attachments:

1. McCrorey

BOARD OF SUPERVISORS

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



February 13, 2024

Megan McCrorey
P.O. Box 3425
Quincy, CA 95971

Re: Appointment to the Plumas County Behavioral Health Commission

Megan McCrorey,

On February 13, 2024, the Board of Supervisors appointed you to the Plumas County Behavioral Health Commission for a three-year term beginning February 13, 2024.

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

Sincerely,

Greg Hagwood
Chair, Board of Supervisors

Cc: Behavioral Health Commission