



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF
APRIL 5, 2022 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, 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.

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
DIXIE FIRE COLLABORATIVE – Kess Porter
Report, update and discussion on Dixie Fire Collaborative efforts [View Item](#)

2. **CONSENT AGENDA**

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

A. **CLERK OF THE BOARD**

Approve Board Minutes for March 2022 [View Item](#)

B. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign an Amendment to Agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, to provide acute psychiatric care, due to the increase in demand for mental health and substance abuse treatment services; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign 5 Service Agreements, in the amount of \$10,000.00 each, between Plumas County and current employees of Plumas County Behavioral Health, for the Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program; a Workforce Education, and Training program (WET – 70579); approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign MOU between Behavioral Health and the Alternative Sentencing Program (PCASP); for Behavioral Health to provide funding for PCASP to create and fund a Release and Planning Coordination Program for the Plumas County Jail; not to exceed \$40,000.00; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Crestwood Behavioral Health, increasing the contract compensation from \$110,000.00 to \$150,000.00 to cover a larger demand for mental health wellness, and recovery services; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd Inc. Redding, increasing the contract compensation by \$50,000.00 due to the demand for services; approved as to form by County Counsel. [View Item](#)

C. **CLERK RECORDER**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Tuolumne County and the Carlo M. De Ferrari Archive, for official records, microfilm, and vital records storage; budgeted cost of \$4.00 per box of stored items; approved as to form by County Counsel. [View Item](#)
- 2) Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine. [View Item](#)

D. **FACILITY SERVICES**

- 1) Authorize the Department of Facility Services to waive the rental fee for the Chester Little League's use of the Chester Park baseball field. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Sierra Nevada Conservancy, for use of the office space at the Permit Center, at a monthly rate of \$375.00; approved as to form by County Counsel. [View Item](#)

- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Dig It Construction, for repair of the tennis court at the Taylorsville Campground and the creation of a pickle-ball court; not to exceed \$23,572.00; approved as to form by County Counsel. **View Item**
 - 4) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Siskiyou Elevator, for maintenance, repair, and inspection of the County's Elevator Systems; not to exceed \$20,000.00; approved as to form by County Counsel. **View Item**
 - 5) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Heat Transfer Systems, for replacement of ground source heat pump unit (HVAC) at the Permit Center; not to exceed \$7,624.00; approved as to form by County Counsel. **View Item**
 - 6) Approve and authorize the Chair to sign Lease Agreement between Plumas County and Forest Lodge, LLC, Kira Wattenburg King, for up to 14 Trailer spaces located on APN 110-230-003-000, Greenville; non-congregate shelter for Dixie Fire survivors; not to exceed \$482.00 per trailer space per month; agreement term from April 1, 2022 to September 30, 2022; approved as to form by County Counsel. **View Item**
- E. **FAIRGROUNDS**
Request approval for exemption of the 29 hour per week limit for the seasonal extra help during fair time and adjacent months. **View Item**
- F. **LIBRARY**
Approve and authorize the Chair to sign Agreement between Plumas County and KJ Cleaning Service, for custodial work at the Greenville Library temporary location; not to exceed \$2,500.00; approved as to form by County Counsel. **View Item**
- G. **PLANNING**
Ratify Chair approval of CPI Foundation Right of Entry for the Sheriff Substation historic building site stability work. **View Item**
- H. **PROBATION**
Approve and authorize the Chair to ratify and sign Agreement between Plumas County Probation Department and Plumas Crisis Resource and Intervention Center (PCIRC) for the Pathways Home Project program for FY 2021-2022; not to exceed \$45,000.00; approved as to form by County Counsel. **View Item**
- I. **PUBLIC WORKS**
Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Ray A. Morgan Company, LLC, to provide copier maintenance and materials to the Public Works Department; increasing compensation not to exceed \$5,500.00 over a three year period; approved as to form by County Counsel. **View Item**
- J. **SHERIFF**
Approve and authorize the Chair to sign annual Amendment for the Cooperative Law Enforcement agreement between Plumas County Sheriff's Office and the USDA Forest Service, for expenses related to law enforcement patrols performed on Lassen National Forest Lands; FY-2022 total annual operating plan; approved as to form by County Counsel. **View Item**
- K. **COUNTY COUNSEL**
Approve and authorize the Chair to sign Agreement between Plumas County and Col Huber LLP, for legal services; approved as to form by County Counsel. **View Item**
3. **COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY** – Kristin York, Vice President of Economic Empowerment, NE CA Sierra Small Business Development Center, Sierra Business Council. **View Item**

4. **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

Convene as the County Service Area #12 Governing Board

- A. **COUNTY SERVICE AREA #12** – John Mannle
Approve and authorize the Chair to sign Amendment No. 1 to the Transit Operations contract between County Service District #12 and Plumas Rural Services, for the operation of Plumas Transit Systems; approved as to form by County Counsel; discussion, direction and/ or possible action. **View Item**

Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors

5. **DEPARTMENTAL MATTERS**

- A. **AUDITOR/ CONTROLLER** – Bianca Harrison
- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Delana Lindsay for consultant services to the Auditor's Office to complete the annual audit and facilitate the payroll conversion to Munis; not to exceed \$62,500.00; approved as to form by County Counsel; discussion and possible action. **View Item**
 - 2) Adopt **RESOLUTION** appointing retired annuitant Janice Elaine Cardoza to Extra Help Position in the Auditor Controllers Office; to train staff on CalPERS; discussion and possible action.
Roll call vote View Item
- B. **BEHAVIORAL HEALTH** – Tony Hobson
- 1) Adopt **RESOLUTION** approving the State of California Department of Health Care Services, Behavioral Health Quality Improvement Program (CalAIM): and authorizing Behavioral Health Director to sign any documents pertaining to this program, plan or funding as the Board's designee; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
 - 2) Adopt **RESOLUTION** declaring items listed on Attachment A, held by Plumas County Behavioral Health as surplus, and authorize the donation of said items to the Plumas Charter School; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
 - 3) Authorize Behavioral Health Director to Recruit and fill funded and allocated 1.0 FTE Mental Health Services Act Coordinator within department 70571; vacancy due to resignation; discussion and possible action. **View Item**
 - 4) Authorize no contract payment of \$78,320.00 to Sutter Health Center for Psychiatry Services provided over the last 3 years; discussion and possible action. **View Item**
- C. **BUILDING DEPARTMENT** – Chuck White
Staff report on Proposed Implementation of a Short-Term Rental Ordinance, and staff recommendation; discussion and possible action. **View Item**
- D. **DISTRICT ATTORNEY** – David Hollister
- 1) Authorize the Human Resources to accept applications from, and interview 3rd year law students, recent law school graduates, and law school graduates awaiting their results from the California State Bar Examination; discussion and possible action.
 - 2) Approve and authorize the District Attorney to make an offer of employment to a 3rd year law student, recent law school graduate, and law school graduate awaiting their results from the California Bar Examination conditioned on their passing of the California Bar Examination; discussion and possible action. **View Item**

- E. **ENVIRONMENTAL HEALTH** – Rob Robinette
 Authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/ II/ III, or Hazardous Materials Specialist I/ II/ III at the pay level up and including Step Five (5) for an applicant with extraordinary qualifications, as determined by the Interim Director of Environmental Health; discussion and possible action. **View Item**
- F. **FACILITY SERVICES** – JD Moore
 Authorize the Director of Facility Services to recruit and fill, funded and allocated 1.0 FTE Maintenance Supervisor I/ II position; vacancy due to promotion; discussion and possible action. **View Item**
- G. **LIBRARY** – Lindsay Fuchs
 Adopt **Resolution** to provide for the disposition of materials and relief to Plumas County Library patrons affected by the Dixie Fire per Government Code Section 8630; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- H. **PROBATION DEPARTMENT** – Keevin Allred
- 1) Approve supplemental budget request of \$250,000.00 for receipt of unanticipated revenue and expense from SB 823 Block Grant funds; and approve supplemental budget request of \$47,086.00 of unanticipated revenue and expense from the Youth Programs and Facilities Grant Program; discussion and possible action **Four/ fifths roll call vote View Item**
 - 2) Adopt **RESOLUTION** authorizing Chief Probation Officer, on behalf of Plumas County Board of Supervisors, to submit grant proposal for the Youth Programs and Facilities grant program and sign the grant agreement with BSCC, including any amendments thereof; approved as to form by County Counsel; discussion and possible action **Roll call vote View Item**
 - 3) Authorize the establishment of SB823-JJRBG and YPFG department (Fund 0046D – Department 20404); and approve initial expense of \$50,000.00, and \$2,500.00; for participation in Regional and Statewide consortiums and will enable Tehama County Juvenile Hall to Provide SB 823 Secure Track Services to Plumas County Youth; discussion and possible action. **Roll call vote View Item**
- I. **PUBLIC HEALTH** – Dr. Dana Loomis
- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Health Education Series position; vacancy due to resignation; discussion and possible action. **View Item**
 - 2) Approve supplemental budget request of \$45,557.00 for the Public Health Senior Nutrition Program department 20830/ account 44419; for receipt of unanticipated revenue from the Consolidated Appropriations Act through Chico State Enterprises; discussion and possible action. **Four/ fifths roll call vote View Item**
 - 3) Approve supplemental budget request of \$34,920.00 for the Public Health Senior Nutrition Program department 20830/ account 520300; for receipt of unanticipated revenue from Chico State Enterprises and its Area 3 Agency on Aging program; discussion and possible action. **Four/ fifths roll call vote View Item**
- J. **PUBLIC WORKS- ROAD** – John Mannle
- 1) Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II Position in the Quincy Maintenance District; vacancy due to resignation; discussion and possible action. **View Item**
 - 2) Authorize the Director of Public Works to recruit and fill seasonal Extra Help; to assist during the 2022 Summer Season across all Public Works Maintenance Districts; discussion and possible action. **View Item**
- K. **SOCIAL SERVICES** – Neal Caiazzo
 Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Office Supervisor position; discussion and possible action. **View Item**

6. BOARD OF SUPERVISORS

A. TIME CERTAIN: 1:00 P.M.

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 001-340-042-000 located at 1050 Main Street, Chester, CA [View Item](#)

B. TIME CERTAIN: 1:30 P.M.

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 110-063-010-000 located at 317 Main Street, Greenville, CA [View Item](#)

C. Appoint Julie White as Board member and Nancy Selvage as Alternate Board Member to the Trindel Insurance Fund Board of Directors; discussion and possible action.

D. Appoint Paul Russell as Museum Director, and approve and authorize the Chair to sign Employment Agreement; approved as to form by County Counsel; discussion and possible action

E. Correspondence

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public employee appointment or employment – County Administrator/ Risk Management

B. Personnel: Public employee performance evaluation; Information Technology Director (Board Only)

C. 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

D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

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

F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, April 12, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 1

DIXIE FIRE COLLABORATIVE
REPORT TO PLUMAS COUNTY BOARD OF SUPERVISORS
APRIL 5, 2022

The Dixie Fire Collaborative has been reporting to you at your first and third meeting each month. Now we need to shift from reporting to engaging. We need your help. Before I explain what we need, I want to note that we recognize and appreciate the work Plumas County has done to help with the recovery and rebuilding of Greenville, Indian Falls and Canyon Dam. Several heads of departments have attended and sometimes presented at our community meetings and helped in a range of other ways. Your Building Department is charging 20% of the regular cost of building permits on preapproved house plans for Dixie and Beckwourth Fire victims, and you quickly reopened a sheriff's substation. Efforts like those are much appreciated. However, responding to the devastation of the fire won't be over for years, and at this time we have two requests.

To solve the problems that face us now we need to work with your departments closer and collectively. In the eight months since the fire, we have made progress, but we are going to be dealing with the aftermath of the Fire for years. Recently, a decision was made by Plumas County to move two Cal-OES housing trailers from Greenville to the fairgrounds in Quincy. Disaster victims who are still without stable housing could have utilized those trailers. That kind of action, made without explanation, is extremely frustrating. Communication may have prevented that loss to the survivor community, or at least helped us understand it. That is why we seek closer departmental engagement. Please include us when making these kinds of decisions. It should be the goal of both Plumas County and the Dixie Fire Collaborative to utilize recovery resources as effectively as possible, and to ensure the needs of survivors are always considered.

Our second request is that Plumas County help underinsured and uninsured fire victims rebuild their homes through a program that only you are qualified to manage. The Cal Home Loan Program provides loans up to \$150,000 to disaster victims that are low interest and can be deferred for up to thirty years. California provides the loans, but they have to be managed by a qualifying nonprofit organization within the county or by the county government. The nonprofit needs to meet certain qualifications, such as having worked to provide housing previously for a minimum amount of time. After searching, we can find no nonprofit in Plumas County that qualifies. Therefore, the only way Plumas County victims can access those state funds is if they flow through the county. The grant application window will open in August. I am sharing this now to let you know that it is coming and we will need your support to allow the State to help our fire victims. For many uninsured and underinsured victims, this may be the only way they can "go home". We are requesting that you make it a priority for county planning staff to research and bring you the information you need to proceed. We have a team of grant writers who are available to help.

Those are our requests. As to reporting what is happening, we held our March Community Meeting on Saturday, the 19th, and had 125 people attend. There were many comments afterwards about the tone shifting from the disaster to the positive possibilities of rebuilding.

The Recovery Resource Center has completed its move across the street to the Crescent County building. The grand opening of the Center and Crescent Country was Saturday, April 2.

Plumas Rural Services has been provided with funding to hire nine disaster case managers (DCMs), three intake workers and a cost analyst. Every person affected by the fire is encouraged to work with a DCM to be sure they are aware of what they need to do and what help is available. These managers will work with each family throughout the response and rebuild process.

Next, the team that will help us begin creating our recovery plan will be in Greenville on April 8 and 9. We are setting up a breakfast meeting for the team to meet with county administrators involved in rebuilding on Friday, April 8, at 7:30. We would like to invite Chair Goss and another supervisor of your choice to join that breakfast meeting. This phase of planning, referred to as Phase Zero, is funded by multiple organizations through the Funder's Roundtable. FEMA has informed us that they will fund the next two phases using a procedure in which the county would temporarily pay for the planning and FEMA would reimburse the county.

We informed you previously that we were working on a Pop Up Business District in downtown Greenville. That project has moved forward and we hope to have several businesses up and running soon. Setting them up in temporary, county-approved structures will buy us time to plan carefully and get permanent buildings finished while simultaneously serving residents and the numerous construction workers in Indian Valley.

That is our report for this week. We hope you will support rebuilding Indian Valley by getting the information you need to participate in the Cal Home Loan Grant. Thank you for your support of communities affected by the Dixie Fire and all of Plumas County.

Kest Porter, County Liaison
Dixie Fire Collaborative
Greenville
530-616-0226
kestporter@gmail.com



Item 2A

BOARD OF SUPERVISORS

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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON MARCH 1, 2022**

STANDING ORDERS

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

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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

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

Roll Call.

Present: Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Ceresola, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Robert Zernich led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Hagwood requested that Item 4A be moved to closed session

PUBLIC COMMENT OPPORTUNITY

Bob Zernich invited all to attend the 16th year the Memorial Day Celebration of the Veterans Memorial on the corner.

Pastor George offered a short prayer.

Linda Margaretic read a document from Community Conversations group.

Audience member stood and commented regarding support signatures received for Community Conversations Group document

Jen Terhune commented regarding businesses and Covid Mandates and the economic Impacts

Rose Buzzetta commented regarding public comment being heard.

Clint Koble spoke regarding TOT item in the agenda, and comments regarding spending of ARPA funds.

HEAD ANNOUNCEMENTS/REPORTS

Todd Johns announced Sgt. Ian James had resigned, and Sheriff Johns wanted to recognize and thank Sgt. James for his work, and commitment to our community.

Nancy Selvage made an announcement regarding SB114 being reinstated by the Governor.

Lindsay Fuchs announced that temporary Greenville Library site is now open.

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
- Kess Porter with the Dixie Fire Collaborative also spoke on the following 4 topics: pop up business district, rebuilding, historic walls and buildings, and reliable internet in Greenville.

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 Agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Hagwood **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **CLERK OF THE BOARD**

Approve Board Minutes for February 2022

B. **ENVIRONMENTAL HEALTH**

Approve and authorize the Chair to sign agreement between Plumas County and the California Association of Environmental Health Administrators (CAEHA), to administer the debris removal from the Dixie and Beckwourth Fires; not to exceed \$165,000.00; approved as to form by County Counsel.

C. **PUBLIC HEALTH**

- 1) Authorize no contract payment of \$1,500.00 to Top Mop Janitorial Services; for services provided through December 31, 2021
- 2) Approve and authorize the Chair to sign amendment to grant agreement between Plumas County and Public Health Institute in the amount of \$251, 756.00; approved as to form by County Counsel.

D. **SHERIFF**

- 1) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Little Norway Marine Service; for general boat repair on an as needed basis; not to exceed \$25,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's office and Berry Enterprises, Inc., dba Sierra Electronics, to provide 24/7 response to all communication infrastructure needs as well as shop, and depot level repair of mobile and portable radios; not to exceed \$350,000.00; Approved as to form by County Counsel.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Flood Control & Water Conservation District Governing Board

3.  **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – John Mannle

Consider appointing a Plumas County Supervisor as a representative and an Alternate to serve as a member of the Flood Control Water Forum; to determine the use of settlement funds; discussion and possible action.

Motion: Appoint Supervisor Engel as Plumas County representative and Supervisor Thrall as the Alternate to serve as a member of the Flood Control Water Forum; to determine the use of settlement funds, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

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

4.  **DEPARTMENTAL MATTERS**

A.  **AUDITOR/ CONTROLLER** – Bianca Harrison

Adopt **RESOLUTION** to revise Plumas County Position Allocation for Auditor to Flexibly Allocate the Position of Assistant Auditor Controller for Department 20040; approved as to form by County Counsel; discussion and possible action.

Roll call vote

- **Item 4A was moved to Closed Session for further discussion.**

B.  **ENVIRONMENTAL HEALTH** - Rob Robinette

1) Approve \$7,924.39 budget transfer for support provided during the Dixie Fire and Beckwourth Fire emergency; from regular wages, acct. # 51000, into overtime wages, acct. # 51060; discussion and possible action. **Four/ fifths roll call vote**

2) Approve \$2,872.96 budget transfer for short term Environmental Health support Staffing provided during the Dixie Fire; from regular wages, acct. # 51000, into other wages, acct. # 51020; discussion and possible action. **Four/ fifths roll call vote**

3) Authorize supplemental budget of \$6,781.94, for receipt of unanticipated revenue from reimbursement of the 2020 North Complex Fire, acct. #46253; and approve \$6,781.94 budget transfer to replace aging computers for environmental Health Staff; from CO Disaster Response acct. #46253 into Computer Hardware acct. # 529851; discussion and possible action.

Four/ fifths roll call vote

Motion: Approve items 4B 1-3 to authorize the following \$7,924.39 budget transfer for support provided during the Dixie Fire and Beckwourth Fire emergency; from regular wages, acct. # 51000, into overtime wages, acct. # 51060; Approve \$2,872.96 budget transfer for short term Environmental Health support Staffing provided during the Dixie Fire; from regular wages, acct. # 51000, into other wages, acct. # 51020; Authorize supplemental budget of \$6,781.94, for receipt of unanticipated revenue from reimbursement of the 2020 North Complex Fire, acct. #46253; and approve \$6,781.94 budget transfer to replace aging computers for environmental Health Staff; from CO Disaster Response acct. #46253 into Computer Hardware acct. # 529851; and Authorize supplemental budget of \$6,781.94, for receipt of unanticipated revenue from reimbursement of the 2020 North Complex Fire, acct. #46253; and approve \$6,781.94 budget transfer to replace aging computers for environmental Health Staff; from CO Disaster Response acct. #46253 into Computer Hardware acct. # 529851, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

Yes: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

No: Supervisor Engel.

C.  **FACILITY SERVICES** – JD Moore Interim Director

Authorize the Interim Director of Facility Services to recruit and fill, vacant Extra Help position at the Taylorsville Campground; vacancy due to retirement; discussion and possible action

Motion: Authorize the Interim Director of Facility Services to recruit and fill, vacant Extra Help position at the Taylorsville Campground, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- D.  **HUMAN RESOURCES** – Nancy Selvage
Adopt **ORDINANCE**, first introduced on February 15, 2022, amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries: Elected Officials); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **ORDINANCE No. 2022-1142** first introduced on February 15, 2022, amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries: Elected Officials), **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- E.  **LIBRARY** – Lindsay Fuchs
Approve and authorize the County Librarian to sign the State Funded Grant “Stronger Together: Improving Library Access” Award Agreement, and Certificate of Compliance for the award amount of \$200,000.00, for purchase of “Bookmobile”; discussion and possible action

Motion: Approve and authorize the County Librarian to sign the State Funded Grant “Stronger Together: Improving Library Access” Award Agreement, and Certificate of Compliance for the award amount of \$200,000.00, for purchase of “Bookmobile”, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- F.  **PROBATION** - Keevin Allred
Adopt **RESOLUTION** to establish additional Plumas County Probation Department policies and procedures through Lexipol; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22- 8667** to establish additional Plumas County Probation Department policies and procedures through Lexipol; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- G.  **PUBLIC HEALTH** – Dr. Dana Loomis
1) Adopt **RESOLUTION** to amend the FY 2021-2022 County Personnel Allocation for the Public Health Agency, Budget Unit 70560; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22- 8668** to amend the FY 2021-2022 County Personnel Allocation for the Public Health Agency, Budget Unit 70560, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 2)  Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Licensed Vocational Nurse (LVN) I/ II or Registered Nurse (RN) I/ II Position; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Licensed Vocational Nurse (LVN) I/ II or Registered Nurse (RN) I/ II Position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 3)  Authorize the Director of Public Health to recruit and fill, funded and allocated; 0.875 FTE Permanent Head Cook position; 0.675 FTE Permanent Driver Position; and one Extra-Help position; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, funded and allocated; 0.875 FTE Permanent Head Cook position; 0.675 FTE Permanent Driver Position; and one Extra-Help position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

- 4)  Adopt **RESOLUTION** to Amend the FY 2021-2022 County Personnel Allocation to add 1.0 FTE to the Health Education Series position in Budget Unit 70560; and authorize Human Resources to Recruit and fill the position; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8669** to Amend the FY 2021-2022 County Personnel Allocation to add 1.0 FTE to the Health Education Series position in Budget Unit 70560; and authorize Human Resources to Recruit and fill the position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

H.  **PUBLIC WORKS - ROAD** – John Mannle

Approve \$75,000.00 budget transfer for overtime wages due to unforeseen circumstances; from Professional Services acct. #521900, into Overtime Wages acct. #51060; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve \$75,000.00 budget transfer for overtime wages due to unforeseen circumstances; from Professional Services acct. #521900, into Overtime Wages acct. #51060, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

I.  **PUBLIC WORKS – SOLID WASTE** – John Mannle

- 1) Adopt **RESOLUTION** indicating Plumas County's intention to comply with California State Bill 1383 regulations regarding organic waste; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8670** indicating Plumas County's intention to comply with California State Bill 1383 regulations regarding organic waste, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 2)  **10:00 - Conduct a Public Hearing:**

- a. Receive a report and recommendation from the Public Works regarding proposed rate increase of 2.5% at transfer stations and for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located within Franchise Area #2; as operated by franchise contractor Intermountain Disposal, Inc.

1. Solid Waste Program Manager, Sean Graham gave a brief report regarding the Franchise fee discrepancy and past events.
 2. Intermountain Disposal Owner, Richard Ross gave a brief background report regarding the matter before the Board
 3. Supervisor Chair Goss, opened the floor to Public Comment and read a public comment email in opposition to the rate increase, received from Mark Mihevc.
 4. Supervisor Chair Goss closed the public hearing and brought the matter back to the board for discussion and possible action.
- b. Adopt **RESOLUTION** establishing revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Area #2 (Operated by Intermountain Disposal Inc.); approved as to form by County Counsel; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8671** establishing revised fee schedule for residential commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Area #2 (Operated by Intermountain Disposal Inc.), **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

J.  **SHERIFF** – Todd Johns

Authorize the Sheriff's Office to recruit and fill grant funded and allocated 1.0 FTE Victim Witness Advocate, and establish a hiring pool for this position; vacancy due to resignation; discussion and possible action.

Motion: Authorize the Sheriff's Office to recruit and fill grant funded and allocated 1.0 FTE Victim Witness Advocate, and establish a hiring pool for this position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

K.  **SOCIAL SERVICES** – Neal Caiazzo

Authorize the Director of Social Services to recruit and fill vacant 1.0 FTE Information Services Technician position; vacancy due to retirement; discussion and possible action.

Motion: Authorize the Director of Social Services to recruit and fill vacant 1.0 FTE Information Services Technician position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

5.  **BOARD OF SUPERVISORS**

- A. Review the ARPA grant fund recommendations; discussion/ direction and possible action.
Deanne Blankenship - gave a brief review of the recommendations and following brief discussion

Motion: Approve the ARPA grant fund recommendations as presented, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

- B.  Direction to Planning Department Staff to start process regarding VRBO/ TOT Ordinance; discussion and possible action.

- 1) Building Director gave a brief report regarding short term rental, enforcement, compliance and the steps needed moving forward regarding the Short Term Rental/ Transient Occupancy Tax (STR/ TOT) Ordinance - followed by a brief discussion

Motion: The Board of Supervisors directed the planning department and staff to start working on draft Ordinance and bring it before the Plumas County Planning Commission for direction, and/ or approval.

Action: Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

C.  **APPOINTMENTS**

- 1) Appoint David M. Caldeira to the Quincy Design Review Committee; discussion and possible action.

- 2) **FEATHER RIVER RESOURCE CONSERVATION DISTRICT**

Reappoint Bethany Johnson Howell to the Feather River Resource Conservation District to fill a vacancy due to expiration of term; discussion and possible action

Motion: to approve items 5C 1&2 to Appoint David M. Caldeira to the Quincy Design Review Committee; and Reappoint Bethany Johnson Howell to the Feather River Resource Conservation District to fill a vacancy due to expiration of term, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

D.  **CORRESPONDENCE**

Correspondence regarding ongoing recycling matters in East Quincy, and correspondence regarding County owned properties and fire hazard mitigation.

Correspondence regarding ongoing recycling matters, Graeagle CSD related correspondence, and praise for the Plumas County Building department.

Correspondence regarding ongoing recycling matters, LAFCo, Fire Board consolidation.

Correspondence regarding ongoing recycling matters, and disposal route matters. Correspondence with Union Valley Community Service District regarding capping of sewer pipes around Greenville.

E. **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding issues related to County Government and include routine meetings with constituents.

Reported by Supervisor Engel regarding issues related to County Government and include Social Services Transportation Advisory Meeting, Transportation Commission Meeting and routine meetings with constituents.

Reported by Supervisor Thrall regarding issues related to County Government and include the kick off meeting for The Main Street, HWY 36 Corridor Planning Grant with the consultants, engineers, and Caltrans, the Transportation Commission Meeting, and the Northern Sierra Air Quality Management District meeting.

Reported by Supervisor Ceresola regarding issues related to County Government and include the Northern Sierra Air Quality Management District meeting, meeting Plumas Forest Ranger, regarding how volunteer fire departments will get paid. Attended the Sierra Nevada Conservancy.

Reported by Supervisor Goss regarding issues related to County Government and include a meeting with Cal-OES regarding the transfer of ownership of 240 Wolf Creek Road, Greenville, meeting with Cal-EPA, Cal-OES, Cal-Recycle, department of Toxic Substances. Attended meeting with the Dixie Collaborative, and the Greenville Historic Buildings Committee.

6.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public employee appointment or employment – County Administrator/ Risk Management
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section §54956.9 (Workers compensation Case No. TIBV-548140)
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- E. 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
- F. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.

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

No reportable action was taken in Closed Session.

Item 4A was removed from the agenda at this time.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, March 8, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Date: March 01, 2022

RE: COVID-19 Update

California situation

Incidence rate (IR) 19.5 per 100,000 (about 8,000/day), death rate 0.4 per 100,000 (about 187/day), test positivity (TP) 2.9%. Incidence and TP continue to decrease. The death rate is increasing as a result of deaths of people infected in previous weeks. Vaccination: 83.1%, a small increase. Incidence rate ratio (RR) 5.4 for confirmed Covid, 10.5 for hospitalization & 16 for death comparing unvaccinated to vaccinated + boosted.

Local situation

Cases: 33 positive tests reported Feb 21-27th. Total of 3104 cases, IR 29.33 per 100,000 by local analysis as of 2/27. Test positivity is 7.5%. None hospitalized, no new deaths.

Vaccination: No change from previous. All county hospitals and pharmacies and the public health clinic are participating. Coverage continues to increase slowly, 64% fully or partially vaccinated and 40% of fully vaccinated are boosted. Possible slowing of demand after surge of interest related to Omicron wave.

School situation: PUSD reported 13 case the week ended 2/24.

Other clusters & outbreaks: Small clusters have been reported by two local employers.

Additional reports.

- California Governor Newsom and California Health and Human Services Secretary Dr. Mark Ghaly announced on 2/28/2022 effective end of day, February 28th, general masking requirements for unvaccinated will move to a strong recommendation for all persons, regardless of vaccine status and effective end of day March 11th, universal masking requirements in K-12 and childcare settings will move to a strong recommendation.
- Public Health is working on a COVID-19 Forum or "townhall meeting" to be hosted this month. Currently finalizing date based on participants. PCPHA will ensure public is informed in order to have ample time to submit questions. This will be virtual in order to be accessible throughout Plumas County.
- PCPHA has shifted its focus in case investigation and contact tracing. PCPHA will no longer be attempting to contact all positives but rather focus on vulnerable populations, outbreaks (schools, businesses, etc.), and hospitalizations.
- CDC has developed new community indicators. That can be found here:
<https://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html>

2021 ARPA Funds for Plumas County

A Plan to Spend Them Wisely and Effectively

The award of \$3,647,502 to Plumas County from the American Rescue Plan Act of 2021 is both an opportunity and a challenge. It is a financial opportunity that we may never see in our lifetime again.

Items of Concern:

- **Capacity to disperse the funds, many of which will be allocated via grants that will require Resolutions by the BOS, Initial Hearings, Final Hearings, and the writing and administration of the grants themselves by someone or some company.**
- **Longevity. These will most likely be one-time funds that will require a “ramping up” by Plumas County followed by a winding down.**
- **Therefore, the funds must be targeted with a long-term effect.**
- **Will the following proposed areas for funding actually improve our quality of life, stabilize our populations, and grow economic development? That is of utmost importance.**

There are many allowable areas that Plumas County could focus on to spend the available ARPA Funds, including:

- **Affordable Housing.**
- **High-speed internet deployment.**
- **Childcare facilities and training.**
- **Economic development and recovery.**
- **Tourism and Recreation**
- **Small business assistance and funding.**
- **EV Charging Stations.**
- **New Degrees at FRC.**
- **Substance abuse.**
- **Tribal assistance.**
- **Transportation.**
- **Elementary and Secondary School Emergency Relief Fund.**

What are our biggest challenges that can be addressed by applying the ARPA Funds?

1. **Affordable housing. Sometimes, it doesn't even have to be affordable, just available! The Alliance For Workforce Development (AFWD) constantly says that jobs go unfilled because people can't relocate here, even the young working and professional families that we desperately need to keep our**

communities young and vibrant. We need to find solutions for this. If we fix this, we can fix everything else.

2. High-speed internet deployment. Until we get adequate broadband infrastructure in Plumas County, our growth and economic development/recovery will be held back. Getting WIFI isn't going to cut it; you can't build hospitals and other critical industries without fiber optics cable.

3. Child Care. This is often overlooked but desperately needed for half or more of our workforce. COVID-19 statistics tell us that more women than men were unemployed during the COVID Crisis because many Child Care Facilities had to close down. If there is anything incredibly important to families and to future growth and economic development, it is adequate Child Care. The solution might be to expand current facilities as the future may demand increased services. If we expand affordable housing, there will be increased pressure for more Child Care facilities.

4. Economic Development & Recovery. The Pandemic and the Dixie Fire have devastated our economy. We need to make serious investments to get our economies, communities, and our businesses back on their feet. Perhaps fund an Economic Development Director or Grant Administrator that could easily write 10 times more per year than their salary in grants for Plumas County to enhance capacity and infrastructure.

Therefore, I am proposing that the list of areas to spend the ARPA monies by priority and estimate are:

- Affordable Housing: Waiving of hookup fees and permits for affordable housing; development of small homes and backyard homes; housing vouchers for new employees to Plumas County; purchase and or transfer of land for affordable housing development - \$500,000.**
- Child Care: Pay for child care certifications to add more child care specialists; provide grant funding to expand and equip current licensed child care facilities; pay for FRC to offer instruction and certificates for licensed child care specialists - \$400,000.**
- Economic Development/Recovery:**
 - Support for Chambers of Commerce and Visitors Centers - \$300,000.**
 - Digital Literacy Classes - \$12,000**
 - Marketing Workshops - \$20,000**
 - Business Plan Development - \$10,000**
 - Business expansion and retention - \$10,000**
 - Support for Sierra SBDC expansion of services - \$20,000**
 - Grants for small business negatively affected by COVID-19 in amounts of \$5,000 on a first-come, first-served basis using the formula by the CA COVID-19 Grant Program for those businesses that didn't apply or get selected - \$300,000.**

- Development of relocation packages and videos to attract businesses and job seekers to Plumas County - \$50,000.
- Development of Computer and Hospitality Degrees at FRC, including Internship Programs - \$200,000.
- High-speed internet deployment
 - Invest in a closed-loop concept that would bring high-speed internet to Indian Valley sooner rather than later - \$500,000
- Tourism and Recreation
 - Additional funding for video development for major Plumas County attractions that can be used by Chambers, Visitors Centers, and Plumas County than what will be requested by the Chambers on March 8, 2022. Also should include tourism guides for distribution; attendance at major tourism trade shows; and advertising in major tourist magazines and publications - \$100,000.
 - SBTS for trail development, bike parks, trails to interpretive areas, and to implement its Pass Port Program - \$75,000
- Infrastructure:
 - EV Charging Stations for electric cars and e-bikes - \$40,000
 - Cost of joining the RCRC Consortium to sign a Broadband contract with Golden State Finance Authority - \$25,000.
 - Telemedicine and Tele-Pharmacy assistance and development - \$100,000.
 - Support for Computer Science and Hospitality Degrees at FRC along with Internship Programs to help our local businesses - \$50,000.
- Planning:
 - Comprehensive Economic Development Strategy to develop a strategic plan for Plumas County - \$80,000.
 - Feasibility Studies for proposed projects to enhance the quality of life in our communities - \$30,000.
- Workforce development: training and equipment for law enforcement personnel - \$250,000.

Total estimate spending for the above would be: \$3,072,000 and a balance of \$575,502 to be spent on other priorities of the County.

Note: This does not cover other important and allowable expenditures on:

- Substance Abuse Prevention and Treatment.
- Tribal Assistance.
- Transportation – road and airports.
- Elementary and Secondary School Emergency Relief Fund.

To make all of this happen will require two things by Plumas County:

1. A consultant or short-term assistant to publicize, organize, and distribute these funds. There are many areas in which to spend these once-in-a-

lifetime funds and there is a year to do it. It will require a very heavy lift by the County.

- 2. A consultant that can guide and direct the County towards effective solutions in the areas the County decides to spend these monies. Can we find experts in the major areas identified above or in the major areas soon to be defined by the County? Finding a consultant in a short amount of time that has the expertise and the capacity to assist Plumas County may be the biggest challenge of all.**

Ideally, it would be best if a consultant could provide both of the requirements listed above. It will be up to the County to move fast, as other counties are already jockeying to find the same consultants.

This is a “hastily put-together proposal”, but perhaps it will stir some thought as to how the ARPA Funds could be put spent wisely and effectively. I would be willing to help facilitate a Strategic Planning session to cover this monumental task free of charge. As a non-County employee, I would not be offended if I wasn’t asked to participate. “Nothing happens if it wasn’t written” and I hope my words have encouraged you to start formulating a plan to spend your ARPA Funds to the best of your ability.

**Clint Koble, Citizen
(775) 843-4081**

DIXIE FIRE COLLABORATIVE
REPORT TO PLUMAS COUNTY BOARD OF SUPERVISORS
MARCH 1, 2022

1. As we reported previously, we are establishing a pop-up business district to give Greenville time to plan and build our permanent downtown area. The temporary district will include food trucks and businesses such as a fitness center, thrift store, hardware store and art gallery. We appreciate the help county administrators are giving us in locating parcels, acquiring temporary structures and providing events to bring the community together. We are excited by the prospect of Greenville having a bustling business district within the next couple of months.
2. As we have worked on rebuilding Greenville, Indian Falls and Canyon Dam, the Collaborative has appreciated working with Gabriel Hydrick, your County Administrator. At a time when Plumas County is dealing with all of its regular business and simultaneously trying to rebuild after a devastating fire burned one town and two other communities to the ground, this does not seem like a good time to operate without a full-time county administrator. Please consider filling that position soon.
3. It is our understanding that an RFP was sent out in November looking for companies to support the county's endeavors of recovery and rebuild. It could include but not be limited to grant writing, debris removal, any and all things recovery and rebuild. Our hope is that whoever you may be looking at, it is important that you start to seriously think about hiring them. As time becomes a crucial component of meeting Federal and State deadlines to access funding, we need your help to get these hires in place.
4. A great deal of effort has gone into saving the remaining walls of five historic buildings in Greenville. Engineers from New York, Texas, and California volunteered their time to come here and analyze how the walls can be protected. A crew of veterans is coming to save the fallen bricks and another crew of military personnel will come to reinforce the walls. At our latest community meeting, forty-nine people signed a petition to express their support for saving those relics. I've given the petition to Supervisor

Goss. We want to thank the County for giving us the extra time we need to clean and protect those lots.

5. Finally, when we talk about rebuilding Greenville, like the rest of Plumas County, much faster and more reliable Internet will be necessary for attracting businesses and residents. The Dixie Fire Collaborative would like feedback from you, or whoever you have working on this, regarding where this project is currently and how we can help move it forward.

Kest Porter
Dixie Fire Collaborative County Liaison
Greenville
530-616-0226
kestporter@gmail.com



BOARD OF SUPERVISORS

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 8, 2022

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Tony Hobson led the Pledge of Allegiance.

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None at this time.

 **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered prayer.

Karen Kleeven commented regarding her approval of the mask mandates that allowed businesses to open. Rose Buzzetta invited the community and the Board to the permit Celebration of the Friends of Plumas Animals, and to Community Conversations Event.

 **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Sheriff Tod Johns made a brief announcement regarding the new jail construction progress.

Tracey Ferguson made a brief announcement regarding Groundwater Awareness Week.

Nancy Selvage made a brief announcement regarding the implementation of SB 114 – supplemental pay for Covid-19 sick leave.

Supervisor Engel announced that today's Meeting of the Plumas County Board of Supervisors is Dedicated to the Memory of Ronald McCurley, and Lance Ledwig

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

2.  **CONSENT AGENDA**

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

Motion: Approve the following Consent Agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor Area for the 4th of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2022)

B. **AUDITOR/ CONTROLLER**

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

C. **BEHAVIORAL HEALTH**

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

D. **FACILITY SERVICES**

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

E. **PLANNING DEPARTMENT**

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

F. **PROBATION**

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

G. **PUBLIC HEALTH**

Approve and authorize the Chair to sign Grant Certification Statements for the following two grant programs from the California Department of Health Services:

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

H. **PUBLIC WORKS – SOLID WASTE**

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

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

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

Motion: Direct staff to draft a resolution to support Seneca Firewise Community efforts in planning and implementation of proactive forest fuel treatment, and return to the Board for approval and adoption on April 1, 2022, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

4.  **DEPARTMENTAL MATTERS**

A.  **BEHAVIORAL HEALTH** – Tony Hobson

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

Motion: Adopt **RESOLUTION No. 22-8672** to accept and authorize the Director of Behavioral Health to sign 4 year, \$1,749,800.00 grant agreement between the County of Plumas and the State of California Mental Health Services Oversight and Accountability Commission, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

B.  **LIBRARY** – Lindsay Fuchs

1) Adopt a **RESOLUTION** to establish a change fund for the County Librarian per Government Code Section 29321; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Motion: Adopt a **RESOLUTION No. 22-8673** to establish a change fund for the County Librarian per Government Code Section 29321, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

2)  Authorize the Librarian to recruit and fill, funded Extra Help Library Aid position(s) for as needed duties at the Chester Branch; discussion and possible action.

Motion: Authorize the Librarian to recruit and fill, funded Extra Help Library Aid position(s) for as needed duties at the Chester Branch, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

Motion passed unanimously.

3)  Authorize supplemental budget transfer of \$750.00, from 20670/ 46230 – Donations; to expenditure account 20670/ 524510 – Books Special Dept.; discussion and possible action.

Four/ fifths roll call vote

Motion: Authorize supplemental budget transfer of \$750.00, from 20670/ 46230 – Donations; to expenditure account 20670/ 524510 – Books Special Dept, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

4)  Authorize supplemental budget transfer of \$6,700.00, from 20670/ 51020 – Other wages; to expenditure account 20670/ 529500 – Computers; and supplemental budget transfer of \$2,300.00, from 20675/ 51020 – Other wages, to expenditure account 20675/ 529500 - Computers; discussion and possible action. **Four/ fifths roll call vote**

Motion: Authorize supplemental budget transfer of \$6,700.00, from 20670/ 51020 – Other wages; to expenditure account 20670/ 529500 – Computers; and supplemental budget transfer of \$2,300.00, from 20675/ 51020 – Other wages, to expenditure account 20675/ 529500 - Computers,
Action: Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

C.  **PUBLIC WORKS** – John Mannle

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

Motion: Authorize Public Works Road Department to recruit and fill, funded and allocated; (one) 1.00 FTE PW Road Maintenance Worker II position, for the Greenville Maintenance District, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss
Motion passed unanimously.

D.  **SHERIFF** – Todd Johns

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

Motion: Authorize no contract payment of invoice # 165228, in the amount of \$3,840.00; and approve and authorize auditor to pay future invoices received from the State of California Department of Forestry and Fire Protection for Services provided at the new Jail project by the State Fire Marshal, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

5.  **BOARD OF SUPERVISORS**

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

Motion: Pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 were reviewed, to approve ratification of the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires, to continue the emergency and bring back within 60 days, on May 3, 2022, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

B.  Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and the Governor's Office of Emergency Services of the State of California; for Transfer of ownership and operation of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, Ca.; no funds to be exchanged between parties; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and the Governor's Office of Emergency Services of the State of California; for Transfer of ownership and operation of the non-congregate sheltering initiative located at 240 Greenville Wolf Creek Road, Greenville, Ca, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.
Motion passed unanimously.

- C.  Approve and authorize the Chair to sign the SAM Government Registration letter designating the Board Chair Kevin Goss as Entity Administrator; approved as to form by County Counsel; discussion and possible action
Motion: Approve and authorize the Chair to sign the SAM Government Registration letter designating the Board Chair Kevin Goss as Entity Administrator, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.
Motion passed unanimously.

- D.  Approve and authorize the Chair to Sign and ratify Silman Engineering Right of Entry for the Sheriff Substation Historic Building site assessments; discussion and possible action.

Motion: Approve and authorize the Chair to Sign and ratify Silman Engineering Right of Entry for the Sheriff Substation Historic Building site assessments, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.

- E.  **PLUMAS COUNTY CHAMBERS COALITION**
Review of goals and objectives of the Coalition; and approve a request for funding of Plumas County Chambers Coalition as a part of the Mid-Year Budget analysis; discussion and / or possible direction to staff
Motion: Direct County Counsel to draft an agreement between Plumas County and The Plumas County Chambers Coalition; to manage a one-time \$50,000.00 Public Relations Campaign, to address the Plumas County "Burn Scar" image; to be brought back to the Board of Supervisors for Discussion and possible action on 03/15/2022; and direct County Staff to review the Chamber Coalitions eligibility for a one-time \$100,000.00 grant from the ARPA funds, to spur economic recovery; to be brought back to the Board of Supervisors pending review of eligibility
Action: Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

F.  **APPOINTMENTS**

- 1) Appoint JD Moore as the Director of Facility Services; and approve and authorize the Chair to sign Employment Agreement; approved as to form by County Counsel; discussion and possible action.

Motion: Appoint JD Moore as the Director of Facility Services; and approve and authorize the Chair to sign Employment Agreement. **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Engel.
Motion passed unanimously.

- 2)  Appoint Mary Kliejunas to the Portola Cemetery District; discussion and possible action.

Motion: Appoint Mary Kliejunas to the Portola Cemetery District; **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Engel.
Motion passed unanimously.

G.  **CORRESPONDENCE**

Correspondence regarding garbage, recycling, and lack of a redemption center here in Quincy. There have been a lot of emails, phone calls, visits to personal home and interactions post office regarding the recycling center at the transfer site is not functioning at as it should be.

Correspondence similar to what has been reported.

Correspondence regarding similar to what has been reported, with the addition of concerns regarding green waste disposal.

Correspondence regarding the consolidation of the VFD's and with Chris Carlton

Correspondence with various partners at the County Level, with RCRC in regards to the Jail Project, correspondence with Staff regarding the transitional document left by Gabriel Hydrick.

H.  **INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government and include the Plumas Sierra Fair Board Meeting, and a Wednesday morning radio show.

Reported by Supervisor Engel regarding matters related to County Government and include attending a Graeagle Independence Day committee meeting, and a Concerned Citizens meeting in Delleker. Additional meetings scheduled this week include, Graeagle Independence Day Committee meeting, and on Thursday 03/10/2022 there is an Upper Feather River Integrated Water Management meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include various routine meetings and a meeting with a local who is re-energizing the Chester Little League – and is seeking grants to upgrade ballfield and concession stands.

Reported by Supervisor Ceresola regarding matters related to County Government and include a meeting with the Sierra Nevada Conservancy, and a First 5 meeting.

Reported by Supervisor Goss regarding matters related to County Government and include a Broadband conversation at an RCRC, meeting with Cal OES regarding 240 Wolf Creek road, DROC regarding debris removal, and various meetings with constituents.

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

- A. Personnel: Public employee performance evaluation; Fair Manager (Board Only)
- B. Personnel: Public employee performance evaluation; Clerk of the Board (Board Only)
- C. Public employee appointment or employment – County Administrator/ Risk Management
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- G. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action taken in Closed Session



ADJOURNMENT

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

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



BOARD OF SUPERVISORS

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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON MARCH 15, 2022**

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGiSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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

Roll Call.

Present: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

 **PLEDGE OF ALLEGIANCE**

Lisa Kelley led the Pledge of Allegiance.

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

 **PUBLIC COMMENT OPPORTUNITY**

Bill a member Board of Trustees of the Museum, made comments in support of funding the Museum prioritizing staffing.

Dwight Pierson a member Board of Trustees of the Museum, made comments in support of the museum receiving funding.

Pete also commented in support of the museum receiving funding.

Joe Hoffman from USDA Forest Management, gave a his regularly scheduled Report

 **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Board of Supervisors Chair Kevin Goss, spoke regarding Zone X soil contamination issue that was identified, and the memo received from the Department of Toxic Substance Control (DTSC), the Governor, and Cal EPA.

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright

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

Clint Koble Co-Chair of the Dixie Fire Collaborative spoke regarding the upcoming meeting and updated the Board of Supervisors on their programs and ongoing support, Events and new facilities.

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 Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **AUDITOR**

Approve and authorize the Chair to sign amendment #1 to agreement between Plumas County and GovInvest, Inc. to extend the term of the agreement from April 1, 2021 to June 30, 2023; all other provisions of the agreement shall remain unchanged; approved as to form by County Counsel.

B. **BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the 75th annual Plumas-Sierra County Fair Parade Event (Quincy Chamber of Commerce, July 30, 2022)
- 2) Approve and authorize the Chair to sign a letter supporting the Chester Little League (District 48) in their efforts to obtain grant funding from The Scotts Field Refurbishment Program.

C. **CLERK RECORDER**

Authorize no contract payment of 2 invoices at \$75.00 each, totaling \$150.00, to VRC Vital Records Control; to keep account current during contract negotiations.

D. **COUNTY COUNSEL**

- 1) Approve and authorize the Chair to sign amendment to agreement between Plumas County and Municipal Resource Group, LLC; increasing total compensation due to additional investigation; total amount of the agreement not to exceed \$21,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign agreement between Plumas County and Select Tech, Inc. dba Select Environmental, to remove hazardous waste, fire debris, and general demolition of the Greenville Town Hall; not to exceed \$78,900.00; approved as to form by County Counsel

E. **HUMAN RESOURCES**

Adopt **RESOLUTION No. 22-8674** to adopt job classification wage range increases due to the 2022 Minimum Wage Increase, Elected Officials' salaries (does not include the Board of Supervisors), and the Confidential Unit MOU; approved as to form by County Counsel

F. **PUBLIC WORKS – SOLID WASTE**

Approve and authorize the Chair to sign and ratify agreement between Plumas County and Vestra Resources, Inc.; for gas monitoring; compliance and reporting for the Chester Landfill, agreement term is from January 2022 to December 31, 2024; not to exceed \$24,018.00; approved as to form by County Counsel

G. **SOCIAL SERVICES**

Approve and authorize the Chair to ratify and sign Agreement between Plumas County Social Services and the Department of Justice for Criminal Offender Record Information (CORI); for Child Protective Services to conduct placement criminal background check; not to exceed \$1,000.00 per month; approved as to form by County Counsel.

3.  **PRESENTATIONS AND REPORTS**

A.  **FEATHER RIVER TOURISM** – Karen Kleven
Marketing district Annual Report

B.  **FRIENDS OF PLUMAS WILDERNESS** – Darrel Jury & Darla DeRuiter
Approve and authorize the Chair to sign a letter supporting Friends of Plumas Wilderness initiative to create a locally – led shared conservation vision for the Upper Feather River Watershed, known as Protect Plumas; discussion and possible action.

Public Comment: There were 6 comments on the Zoom session and an additional 3 people in the Chambers audience who spoke in support of the Friends of Plumas Wilderness Conservation Initiative.

- Following a brief discussion, there was no action taken

4.  **DEPARTMENTAL MATTERS**

A.  **AGRICULTURE/ WEIGHTS & MEASURES** – Willo Vieira

Approve and authorize an exemption to the 30 day and 29 hour per week limit for Extra-Help Position to perform Noxious Weed Control, Insect Detection, and Weights and Measures Technician; to meet the Department's contractual obligations with the California Department of Food and Agriculture; discussion and possible action.

Motion: Approve and authorize an exemption to the 30 day and 29 hour per week limit for Extra-Help Position to perform Noxious Weed Control, Insect Detection, and Weights and Measures Technician; to meet the Department's contractual obligations with the California Department of Food and Agriculture,

Action: Approve, **Moved by** Supervisor Goss **Seconded by** Supervisor Engel.

Motion passed unanimously.

B.  **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** to amend the position allocation for the Environmental Health Department, Changing the Administrative Assistant positions to Environmental Health Technician I/II positions; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22 - 8675** to amend the position allocation for the Environmental Health Department, Changing the Administrative Assistant positions to Environmental Health Technician I/II positions, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

C.  **PLANNING DEPARTMENT** – Tracey

- 1) Review 2021 General Plan Annual Progress Report
- 2) Approve the report as amended and authorize staff to send a copy to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD); discussion and possible action

Motion: Approve the report as amended and authorize staff to send a copy to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

D.  **PROBATION** – Keevin Allred

Authorize the Probation Department Director to recruit and fill, funded and allocated, 1.0 FTE Probation Assistant position; discussion and possible action.

Motion: Authorize the Probation Department Director to recruit and fill, funded and allocated, 1.0 FTE Probation Assistant position, **Action:** Adjourn, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

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 back within 30 days, on April 12, 2022

Motion: Approval to ratify RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; approve recommendation to continue the emergency and bring back within 30 days, on May 10, 2022, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.

B.  **TIME CERTAIN: 1:00 P.M.**

Conduct an Appeal Hearing of an Administrative Citation under Plumas County Code section 1-8.07 for Assessor's Parcel No. 002-500-026-000 located at 29424 Highway 70, Twain, CA..

Appellant made an opening statements regarding the citation she was issued, and explained the circumstances that substantiate her appeal.

The Board Chair opened the Public Hearing

County Counsel cross examined the appellant.

Code Enforcement Officer Jennifer Langston – reported on the history of the property, property owner, and history of multiple code enforcement citations.

County Counsel cross examined Code Enforcement Officer Jennifer Langston.

Joe Lupa the 4th resident of 29424 Highway 70, Twain CA., made a statement regarding his residency on the property and as a member of the community.

County Counsel made closing statements.

Appellant made a closing statement.

Resident Joe Lupa, made a closing statement regarding the progress of cleaning up the solid waste.

Board Chair Closed the Public Hearing

- C.  Discussion concerning the non-congregate shelter located at 240 Greenville Wolf Creek Road, Greenville, including update of monthly cost, options for offsetting cost, including tenants' contribution for utilities and possibility of establishing rent, determining an end date for the shelter, possibility of alternate locations; Discussion and possible direction to staff.

- After a brief discussion the Board directed staff to review the options available to offset/ reduce the monthly utility costs, and this matter will be brought back to update the Board in April 2022

D. **TIME CERTAIN: 1:30 P.M. – This matter was dismissed**

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 110-082-004-000 located at 633 Main Street, Greenville, CA.

- E.  **TIME CERTAIN: 2:30 P.M.**
Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 001-340-042-000 located at 1050 Main Street, Chester, CA
- This matter is continued to the April 5th 2022
- F.  **TIME CERTAIN: 2:30 P.M.**
Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 110-063-010-000 located at 317 Main Street, Greenville, CA
- Code Enforcement Officer gave a brief report regarding debris clean up on APN No. 110-063-010-000 at 317 Main Street, Greenville, CA
 - There was no property owner present
 - This matter will be brought back to the Board for Closed Session and written decision 03/22/2022
- G. **TIME CERTAIN: 3:00 P.M. – This matter was dismissed**
Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 009-200-009-000 located at 14200 Frenchman Blvd., Frenchmen Lake, CA
- H.  **PLUMAS COUNTY CHAMBERS COALITION**
- 1) Request to appropriate \$50,000.00 from the General Fund Contingency to the Plumas County Chambers Coalition, as the County's contribution to a Public Relations Campaign, addressing the Plumas County "Burn Scar" image; discussion and possible action. **Four /fifths roll call vote**

After a brief conversation

Motion: Request to appropriate \$50,000.00 from the General Fund Contingency to fund Feather River Tourism, and the Plumas County Coalition, as the County's contribution to a Public Relations Campaign, addressing the Plumas County "Burn Scar" image, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Vote: Motion failed (**summary:** Yes = 3, No = 2, Abstain = 0).
Yes: Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.
No: Supervisor Ceresola, Supervisor Engel.
 - 2) Approve and authorize the Chair to sign agreement between Plumas County and The Plumas County Chambers Coalition; to manage a one-time \$50,000.00 Public Relations Campaign, to address the Plumas County "Burn Scar" image; discussion and possible action
 - After a brief discussion Supervisor Goss asked that this matter be taken up in a Special Meeting on March 22, 2022

6. **CLOSED SESSION**

- A. Personnel: Public employee performance evaluation; John Steffanic, Fair Manager
- B. Personnel: Public employee performance evaluation; Heidi White, Clerk of the Board
- C. Public employee appointment or employment – Museum Director
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- G. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action taken in Closed Session



ADJOURNMENT

Adjourned meeting to Tuesday, April 5, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



BOARD OF SUPERVISORS

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

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MARCH 22, 2021

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

 **PLEDGE OF ALLEGIANCE**
Julie White led the Pledge of Allegiance.

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**
None at this time

 **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered Prayer

Clint Koble commented on his drive through Canyon Dam. Dixie Fire Collaborative is looking into small business philanthropy.

Supervisor Goss commented on rebuilding progress in Greenville.

Zoom Participant commented regarding high speed internet wire connections

Josh Hart commented regarding the burn scar Plumas News article, and wildfire severity.

Char Community center in Portola, commented regarding her opposition to 5G towers in neighborhoods, near Schools, and Hospitals.

DEPARTMENT HEAD ANNOUNCEMENT

Julie White, Treasurer/ Tax Collector made an announcement regarding Marty Graham moving to the Auditors office, and accepting the position as Assistant Auditor.

ACTION AGENDA

1.  **BOARD OF SUPERVISORS**

- A. The Board approved the expenditure recommendations for ARPA funds at the 03/01/2022 Board Meeting

Motion: Moved to reallocate ARPA funds previously allocated to Broadband Infrastructure to fund additional projects., **Action:** Approve, **Moved by** Supervisor Goss, **None seconded.**
Motion passed unanimously.

Review the ARPA grant fund recommendations, and additional projects to consider; discussion direction and possible action

The floor was opened to Public Comment

Following discussion; direction was given to staff and to the County's consultant, California Health Collaborative to finalize the costs needed for the proposed allocations that have been identified and return to the board for approval on April 5, 2022.

- B.  Authorize the Chair to Sign MOU between Plumas County and the Golden State Finance Authority for \$1,000,000.00 for a revolving loan to assist in cash flow for the Jail rebuild project; discussion and possible action

Motion: Authorize the Chair to Sign MOU between Plumas County and the Golden State Finance Authority for \$1,000,000.00 for a revolving loan to assist in cash flow for the Jail rebuild project, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

2.  **CLOSED SESSION**

- A. Public employee appointment or employment – County Administrator/ Risk Management
- B. Public employee appointment or employment – Museum Director
- C. Conference with real property negotiator, Gretchen Stuhr, County Counsel, regarding facilities: APN 110-230-003-000, 240 Greenville Wolf Creek Road, Greenville
- D. Discussion regarding Administrative Citation Appeal for Assessor's Parcel No. 002-500-026-000 located at 29424 Highway 70, Twain, CA.
- E. Discussion regarding Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing for Assessor's Parcel No. 110-063-010-000 Located at 317 Main Street, Greenville, CA.
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action taken in closed session.

 **ADJOURNMENT**

Adjourn meeting to Tuesday, April 5, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: April 5, 2022
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign additional \$50,000.00 Amendment to original FY 2021/22 Agreement with Heritage Oaks Hospital.

BACKGROUND AND DISCUSSION:

1. The original compensation amount of the contract was \$30,000.00. First Amendment to original FY 2021/22 Agreement with Heritage Oaks Hospital will bring total amount paid by County to Contractor to \$80,000.00
Heritage Oaks Hospital provides inpatient and outpatient acute, psychiatric, and co-occurring mental health and substance abuse treatment services.
Due to the demand for services, Behavioral Health is requesting Board approve and additional \$50,000.00 increase. The current contract is on file with the Clerk of Board of Supervisors Office. This agreement has been approved to form by County Counsel.

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

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND HERITAGE OAKS HOSPITAL**

This First Amendment to Agreement is made on February 28, 2022 between PLUMAS COUNTY, a political subdivision of the State of California and Heritage Oaks hospital who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Heritage Oaks Hospital have entered a written Agreement dated, July 1, 2021, in which Heritage Oaks Hospital, agree to provide recovery services to Plumas County.
 - b. Due to the demand for services, there is a need to increase the compensation amount from Thirty Thousand (\$30,000.00) to Eighty Thousand (\$80,000.00)

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 Eighty Thousand Dollars (\$80,000.00)

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2021, shall remain unchanged and in full force and effect.

CONTRACTOR:

Mike Zauner
Title: Chief Executive Officer
Date:

Allison Roebuck
Title: Chief Financial Officer
Date:

COUNTY:

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

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

CONTENT:

Kevin Goss
Chair, Board of Supervisors
Date:

ATTEST:

Heidi White
Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/8/2022

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director 

SUBJECT: Consent Agenda

Recommendation: Requesting the Board to approve and authorize the Chair sign 5 Service Agreements in the amount of \$10,000 each between the County and current employees of Plumas County Behavioral Health for the MHA Behavioral Health Employee Loan Assumption Program. Department's Mental Health Services Act (MHA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current, approved MHA Program and Expenditure Plan, 2020-2023

Background: Plumas County has identified a need for greater local incentives in effort to “grow our own” licensed behavioral health staff for hard-to-fill clinical and other positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department offers a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in these hard-to-fill positions. These positions may include licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as Psychiatric Nurse Practitioners and professional Administrators – who choose to work for a local public mental health plan. The program enrolls up to five full-time department employees through its competitive application process, for up to \$10,000/per year loan assumption paid by the Department for each employee who has demonstrated the equivalent of twelve continuous months of full-time employment. The mandated MHA lifetime maximum per employee is \$50,000 combined, whether they apply for local WET funds or through the statewide competitive Office of Statewide Health Planning and Development, OSHPD, program. Funding through the statewide program has not yet been re-authorized. A local loan assumption program allows PCBH to continue to retain staff in the face of a statewide and national shortage of mental health professionals.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, “Workforce

Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level.”

No General Fund monies will be used for this program. The Service Agreement has been approved to form by County Counsel.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



**BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR
LOAN ASSUMPTION PROGRAM**

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Jessica McGill

Title/Position: Behavioral Health

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage - US Department of Education Loan Servicing
(Financial Institution Name)

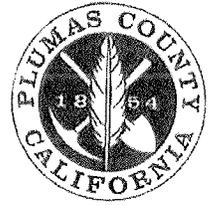
PO Box 4450, Portland OR 97208-4450
(Financial Institution Mailing Address)

9239422902
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payment(s) to the financial institution listed herein based on the above-named employee's proof of completion of the equivalent of one full-time year of continuous employment by the employee, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the lifetime award will not exceed the maximum of \$60,000.00 in combined local and statewide MHSA funds, as allowed by State statute (Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, §3850(c)(3)), and will be payable up to a \$10,000.00 maximum at the time of submission of the employee's educational loan repayment statement for each year of service that the employee has met the annual full-time equivalent of hours.

Repayment of the educational loan shall cover the employee service period from FY 21/22. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed ten thousand dollars (\$10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible to apply for additional educational loan assumptions through Plumas County Behavioral Health's Employee Loan Assumption Program, if I:

- * Separate from employment with Plumas County Behavioral Health;
- * Do not maintain an acceptable level of performance per annual County Employee Merit Evaluation process;
- * Fail to provide requested educational-related loan repayment balance statements or other documentation required for enrollment in this program;
- * Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of the next Service Agreement period; or
- * Violate any of the conditions of this agreement.

I further understand that if during the period of the Service Agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



CERTIFICATION: I certify that all information I have provided to Plumas County Behavioral Health as part of the loan assumption application process and within this Service Agreement herein are true and correct.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest: _____
Heidi White
Clerk, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/28/2022

Date

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



**BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR
LOAN ASSUMPTION PROGRAM**

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Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Desiree Erchul

Title/Position: Behavioral Health

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

dept. of education Fed Loan Servicing
(Financial Institution Name)

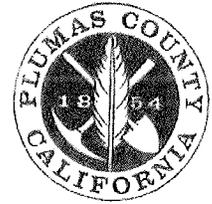
po box 790234 St. Louis MO, 63179
(Financial Institution Mailing Address)

8390080028
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

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Discontinuation of the Financial Incentive Benefit:

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- * Do not maintain an acceptable level of performance per annual County Employee Merit Evaluation process;
- * Fail to provide requested educational-related loan repayment balance statements or other documentation required for enrollment in this program;
- * Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of the next Service Agreement period; or
- * Violate any of the conditions of this agreement.

I further understand that if during the period of the Service Agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

CERTIFICATION: I certify that all information I have provided to Plumas County Behavioral Health as part of the loan assumption application process and within this Service Agreement herein are true and correct.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest: _____
Heidi White
Clerk, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/28/2022

Date

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



**BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR
LOAN ASSUMPTION PROGRAM**

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Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Math Ward

Title/Position: Behavioral Health

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.

- Payments under this award will be made to:

US Department of Education
(Financial Institution Name)

PO Box 790821, St. Louis MO 63179-0321

(Financial Institution Mailing Address)

1655479307010202

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Tony Hobson, Ph.D., Director

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Repayment of the educational loan shall cover the employee service period from FY 21/22. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed ten thousand dollars (\$10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible to apply for additional educational loan assumptions through Plumas County Behavioral Health's Employee Loan Assumption Program, if I:

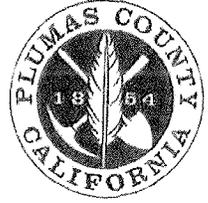
- * Separate from employment with Plumas County Behavioral Health;
- * Do not maintain an acceptable level of performance per annual County Employee Merit Evaluation process;
- * Fail to provide requested educational-related loan repayment balance statements or other documentation required for enrollment in this program;
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PLUMAS COUNTY MENTAL HEALTH SERVICES

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Tony Hobson, Ph.D., Director



CERTIFICATION: I certify that all information I have provided to Plumas County Behavioral Health as part of the loan assumption application process and within this Service Agreement herein are true and correct.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest: _____
Heidi White
Clerk, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/28/2022

Date

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Kristie Rood

Title/Position: Behavioral Health

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.

- Payments under this award will be made to:

Aidvantage
(Financial Institution Name)

P.O. Box 4450 Portland, OR 97208-4450

(Financial Institution Mailing Address)

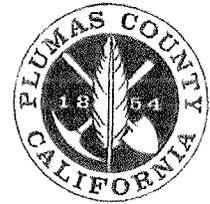
97109537550

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Tony Hobson, Ph.D., Director

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payment(s) to the financial institution listed herein based on the above-named employee's proof of completion of the equivalent of one full-time year of continuous employment by the employee, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the lifetime award will not exceed the maximum of \$60,000.00 in combined local and statewide MHSA funds, as allowed by State statute (Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, §3850(c)(3)), and will be payable up to a \$10,000.00 maximum at the time of submission of the employee's educational loan repayment statement for each year of service that the employee has met the annual full-time equivalent of hours.

Repayment of the educational loan shall cover the employee service period from FY 21/22. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed ten thousand dollars (\$10,000.00).

Discontinuation of the Financial Incentive Benefit:

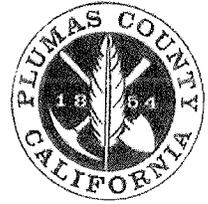
I understand that I will no longer be eligible to apply for additional educational loan assumptions through Plumas County Behavioral Health's Employee Loan Assumption Program, if I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance per annual County Employee Merit Evaluation process;
- Fail to provide requested educational-related loan repayment balance statements or other documentation required for enrollment in this program;
- Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of the next Service Agreement period; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the Service Agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

CERTIFICATION: I certify that all information I have provided to Plumas County Behavioral Health as part of the loan assumption application process and within this Service Agreement herein are true and correct.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest: _____
Heidi White
Clerk, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/28/2022

Date

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



**BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR
LOAN ASSUMPTION PROGRAM**

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Gary Sanderson

Title/Position: Behavioral Health

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.

- Payments under this award will be made to:

Advantage - Dept of Ed
(Financial Institution Name)

Po Box 4450 Portland, OR 97208

(Financial Institution Mailing Address)

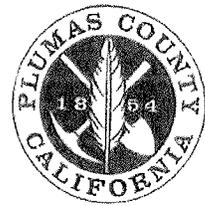
9157224900

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payment(s) to the financial institution listed herein based on the above-named employee's proof of completion of the equivalent of one full-time year of continuous employment by the employee, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the lifetime award will not exceed the maximum of \$60,000.00 in combined local and statewide MHSA funds, as allowed by State statute (Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, §3850(c)(3)), and will be payable up to a \$10,000.00 maximum at the time of submission of the employee's educational loan repayment statement for each year of service that the employee has met the annual full-time equivalent of hours.

Repayment of the educational loan shall cover the employee service period from *FY 21/22*. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed ten thousand dollars (\$10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible to apply for additional educational loan assumptions through Plumas County Behavioral Health's Employee Loan Assumption Program, if I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance per annual County Employee Merit Evaluation process;
- Fail to provide requested educational-related loan repayment balance statements or other documentation required for enrollment in this program;
- Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of the next Service Agreement period; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the Service Agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



CERTIFICATION: I certify that all information I have provided to Plumas County Behavioral Health as part of the loan assumption application process and within this Service Agreement herein are true and correct.

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.
Behavioral Health Director

Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest: _____
Heidi White
Clerk, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/28/2022

Date

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Director Tony Hobson, Ph.D.

DATE: April 5, 2022

TO: Honorable Board of Supervisors

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

RECOMMENDATION

1. It is respectfully requested the Board of Supervisors approve and authorize Chair to sign Memorandum between Behavioral Health and Alternative Sentencing Program.
2. This First Amendment to Agreement with Crestwood Behavioral Health, increases the contract compensation amount.
3. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign Second Amendment to agreement by and between Plumas County and Restpadd Inc., Redding.

Background and Discussion

1. Behavioral Health shall provide maximum amount \$40,000.00 grant funding to Alternative Sentencing Program, ASP, to draft policy and procedures for Release and Planning Coordination Program for the Plumas County Jail. ASP shall serve as fiscal agent, provide operational oversight, work prioritization and financial accounting. This agreement has been approved to form by County Counsel.
2. This First Amendment to Agreement with Crestwood Behavioral Health, increases the contract compensation amount from \$110,000.00 to \$150,000.00 to cover larger demand for mental health wellness and recovery services. This amendment has been approved to form by County Counsel.
3. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting Board approve and additional \$50,000.00 increase not to exceed \$150,000.00. The current contract is on file with the Clerk of Board of Supervisors Office. This agreement has been approved to form by County Counsel.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all the above agreements.

**INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT
AND
PLUMAS COUNTY ALTERNATIVE SENTENCING PROGRAM**

This interdepartmental memorandum of understanding (hereinafter MOU) is entered into on, March 1, 2022 between the Plumas County Behavioral Health (hereinafter referred to as PCBH) and the Plumas County District Attorney's Alternative Sentencing Program (hereinafter referred to as PCASP.) PCBH and PCASP shall collectively be referred to as "Parties."

The Parties Agree as follows:

1. RESPONSIBILITIES OF PCBH: During the term of this agreement, PCBH shall:

- 1.1. Provide funding up to Forty Thousand Dollars \$40,000.00 for the PCASP to create and fund a Release and Planning Coordination Program for the Plumas County Jail.

2. RESPONSIBILITIES OF PCASP: During the term of this agreement, PCASP shall:

- 2.1. Draft policy and procedures for Release and Planning Coordination Program.
Serve as the fiscal agent for purposes of all administrative business services associated with participation in this MOU pursuant to the terms of this Agreement. The fiscal agent shall receive funds, provide operational oversight, work prioritization for the program, and financial accounting, make timely payments, and provide timely itemized billings to PCBH as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The fiscal agent will provide PCBH with a quarterly invoice based on the expenditures incurred.
- 2.2. Provide a contact liaison for the Release and Planning Coordination Program.
- 2.3. Verify that the Release and Planning Coordination Program is in compliance with the terms of any contract.
- 2.4. 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.

3. COMPENSATION

- 3.1. The maximum amount payable under this agreement for the term of this MOU shall not exceed \$40,000.00

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning March 1, 2022 and shall continue in effect from the date of execution until August 31, 2022. County's Board of Supervisors hereby ratifies and approves for payment, services provided by PCASP from March 1, 2022, to the date of approval of this Agreement by the Board of Supervisors This MOU shall automatically renew every September 1 for one-year period. If, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, PCBH has insufficient funds to make the payments called for by this Agreement, this Agreement shall be of no further force or effect.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:
 - 5.1. By mutual agreement of PCBH and PCASP upon such terms and conditions as may be agreed upon.
 - 5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** PCBH and PCASP are aware of the respective confidentiality laws governing services provided by PCBH and Welfare and Institutions Code 300 cases. Specifically:
 - 8.1. PCBH understands that all information regarding Welfare and Institutions Code section 300 cases is confidential, and subject to the confidentiality provisions under Welfare and Institutions Code, including Welfare and Institutions Code section 827.
 - 8.2. PCASP is aware that psychological evaluations provided by PCBH are subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division I of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

9. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<p>Plumas County District Attorney: Dave Hollister District Attorney 520 W. Main Street Quincy, CA 95971</p>	<p>Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971</p>
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10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

<p>Plumas County District Attorney: Dave Hollister District Attorney 520 W. Main Street Quincy, CA 95971</p>	<p>Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971</p>
---	---

11. **DOCUMENT RETENTION AND REPORTING:** PCBH and PCASP agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives. PCASP shall also provide all information necessary for quarterly reports or other reports required by PCBH, or the Federal government.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the PCASP or PCBH, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCBH or PCASP shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. **MISCELLANEOUS PROVISIONS:** PCBH and PCASP will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of \$10,000.00 PCSAP is required to comply with Executive Order 11246, entitled "Equal

Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is in excess of \$100,000.00, PCSO is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

15. **LICENSING OR ACCREDITATION:** Where applicable PCASP shall maintain the appropriate license or accreditation through the life of this contract.

16. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

17. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

18. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

19. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

IN WITNESS WHEREOF, PCASP and PCBH have executed this agreement on the day and year set forth below.

Plumas County District Attorney's Alternative Sentencing Program	Plumas County Behavioral Health:
By _____ Dave Hollister Plumas County District Attorney	By _____ Tony Hobson, Ph.D. Behavioral Health Director
Dated: March 1, 2022	Dated: March 1, 2022

Approved by the Plumas County Board of Supervisors:

Plumas County Board of Supervisors

By _____
Kevin Goss, Chair
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/16/2022

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND CRESTWOOD BEHAVIORAL HEALTH**

This First Amendment to Agreement is made on March 8, 2022 between PLUMAS COUNTY, a political subdivision of the State of California and Crestwood Behavioral Health who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Crestwood Behavioral Health have entered a written Agreement dated, July 1, 2021, in which Crestwood Behavioral Health, agree to provide recovery services to Plumas County.
 - b. Due to the demand for services, there is a need to increase the compensation amount from One Hundred Ten Thousand (\$110,000.00) to One Hundred Fifty Thousand (\$150,000.00)

2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. **Paragraph #2** is amended to read as follows:
 - b. 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 One Hundred Fifty Thousand Dollars (\$150,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, 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. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.

CONTRACTOR:

COUNTY:

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

Elena Mashkevich
Title: Director of County Contracts
Date:

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

CONTENT:

Maria Stefanou
Title: Chief Financial Officer
Date:

Kevin Goss
Chair, Board of Supervisors
Date:

ATTEST:

Heidi White
Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/24/2022

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RESTPADD Inc, REDDING**

This Second Amendment to Agreement is made on March 9, 2022, between PLUMAS COUNTY, a political subdivision of the State of California and Restpadd Inc., Redding who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a) PLUMAS COUNTY and Restpadd Inc., Redding have entered a written Agreement dated, July 1, 2021, in which Restpadd Inc., Redding agreed to provide recovery services to Plumas County
- b) Due to the demand for services, there is a need to increase the compensation amount from One Hundred Thousand Dollars (\$100,000.00) to One Hundred Fifty Thousand Dollars (\$150,000.00)

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 One Hundred Fifty Thousand (\$150,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or otherwise collect reimbursement from, 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. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.

CONTRACTOR:

By: _____
Name: Kirt Edgar
Title: Executive Director
Date signed:

CONTRACTOR:

By: _____
Name: April Cordova
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Tony Hobson, Ph.D.,
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

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

ATTEST

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/15/2022

EXHIBIT B - FEE SCHEDULE

Fiscal year 2021/2022 Rates

Adults \$1010.00 per day

An additional Four Hundred Dollars (\$400.00) per client, per day will be charged to COUNTY for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

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 are self-executing upon such notification of the change in rates.

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.

PLUMAS COUNTY CLERK~RECORDER

Courthouse
520 Main Street, Room 102,
Quincy, CA 95971



Recorder Division (530) 283-6218
Elections Division (530) 283-6256
Fax: (530) 283-6155

Marcy DeMartile
Clerk Recorder-Registrar of Voter

Julie Hagwood
Assistant Clerk-Recorder

DATE: March 18, 2022
TO: Honorable Board of Supervisors, County of Plumas
FROM: Marcy DeMartile, Clerk-Recorder-Registrar, County of Plumas *Hagwood*
SUBJECT: Approval of new Agreement License with County of Tuolumne, Carlo M. De Ferrari
Archive for Microfilm and Vital Records Storage

IT IS REQUESTED THAT THE BOARD:

1. Approve the License Agreement with Tuolumne County and the Carlo M. De Ferrari Archive for official records microfilm and vital records storage. This License Agreement will be effective on March 17, 2022 as seen in page 1 and will terminate after a period of 1 year, at which time Counties of Plumas and Tuolumne will request renewal. This is a budgeted cost from Department 20460 Fund 52407 and will consist of \$4.00 per box of stored items. We anticipate storage of six (6) boxes for a total of \$24.00 monthly billed quarterly. This is a savings of \$51.00 per month from the prior facility.
2. Authorize Marcy DeMartile, the County Clerk-Recorder, to sign the agreement and enter into the agreement for these services with County of Tuolumne, Carlo M. De Ferrari Archive. The License Agreement has been reviewed and approved as to form by the office of the County Counsel.

BACKGROUND:

The County of Tuolumne storage facility was purpose built as an archive in 1999 and offers a safe, secure, temperature and humidity controlled environment for our microfilm. The Archive is kept at 66-68 degrees and 35% relative humidity year round.

The building is located on a hillside to prevent flooding. It is alarmed and made of cement block with metal roofing to protect against fire and other environmental hazards. In addition to exterior protections, the interior of the building has a fire suppression system. (Attached information on Emergency preparedness)

It is located in the City of Sonora and their Fire Station is less than a mile away. In addition, the Stanislaus National Forrest Headquarters and their firefighting equipment are located across the street from the Archive. Our microfilm will be well protected in the event of any natural disaster!

Emergency Services (con't.)

Recovery Assistance

Disaster Recovery Network: Julie Page, Preservation Librarian, U C San Diego (jpage@ucsd.edu)

Disaster Recovery Service: Contact Risk Management who will contact CSAC Insurance Company

Disaster Relief Companies: See vendor list.

Exterminator: Anchor Pest Control 536-1981

Other

Legal Advisor: County Counsel 533-5517

Architect: Cooper Kessel Associates 532-1123

Microfiche

Priority

Freeze or dry within 72 hours.

Handling Precautions

Do not move items until a place has been prepared to receive them and you have been instructed to do so. If the fiche cannot be air dried immediately, keep them wet inside a container lined with garbage bags until they are frozen.

Drying Methods

Freeze if arrangements cannot be made to air dry the fiche quickly. Fiche should be removed from the paper jackets to dry. Jackets should be retained to preserve any information printed on them, but this information should be transferred to new jackets once the fiche is dry and ready to be stored again. The best air drying method is to clip the fiche to clotheslines with rust-proof clips.

Fiche has been successfully vacuum freeze-dried, though freeze-drying of photographic materials is not widely recommended. If dealing with large quantities of fiche this option should be investigated.

Magnetic Media: Reel-To-Reel Tapes

Priority

Air dry within 72 hours.

Handling Precautions

Pack vertically into plastic crates or cardboard cartons. Don't put heavy weight or pressure on the sides of the reels.

Preparation for Drying

Often contamination by water and other substances is mainly confined to the outermost layers of tape. Do not unwind tapes or remove from the reel. In these cases, wash the exposed edges with deionized water or with distilled water.

Drying Methods

Air dry by supporting the reels vertically or by laying the reels on sheets of clean blotter. Leave the tapes to dry next to their original boxes. Use fans to keep air moving without blowing directly on the items.

Use portable dehumidifiers to slowly remove moisture from the area/objects. Bring relative humidity down to 50 percent.

Additional Steps

Once dry, the tapes can be assessed for further cleaning and duplication. This procedure is done by specialized professional vendors.

CARLO M. DE FERRARI ARCHIVE
REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (Agreement) for archive storage space is entered into and effective March 17, 2022, by and between County of Tuolumne, a political subdivision of the State of California doing business as the Carlo M. De Ferrari Archive (County) and Plumas County, a political subdivision of the State of California (Plumas), and collectively referred to as "Parties."

WHEREAS, Plumas desires to rent shelf archive space in the Carlo M. De Ferrari Archive ("Archive"); and

WHEREAS, the Archive has space available for rent to Plumas; and

WHEREAS, County and Plumas desire to enter into a Revocable License Agreement allowing Plumas access to the Archive.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follow:

1. License. Plumas is authorized to enter onto and over the portion of the Property, as approximately described in Exhibit A attached hereto ("License Area"), for the purpose of storing boxes containing historical artifacts, records, microfilm or other approved items. This Agreement does not constitute a lease, but constitutes a mere revocable license ("License"). This License is non-exclusive, and the County will continue at all times to maintain control of the Archive, including the License Area. No interest in real property is conveyed by this Agreement.
2. Term. The term of this License shall commence on the date first written above, and shall terminate after a period of 1 year. Any holding over the term of this agreement shall create a month-to-month agreement that either party may terminate by giving written notice to the other at least ninety (90) days prior to the intended termination date. However, County may revoke this License in writing at any time and for any reason.
3. Compensation. Plumas agrees to pay County for each 25x10x4.5 inch box Four Dollars (\$4.00) per month. Payments shall be made by Plumas to County quarterly, payable on commencement of this License and on the first day of each quarter of the calendar year thereafter upon Plumas's receipt of an invoice from County for the corresponding quarter.

Payments shall be payable to the County of Tuolumne and mailed to:

Office of the Assessor/Recorder/Archives
Attn. Archives
2 S GREEN ST 3RD FL
SONORA CA 95370

- a. Early Termination. In the event of early termination of this License, Plumas shall be provided ninety (90) days to remove all storage items from the Archive, and Plumas shall be entitled to a refund of the portion of any quarterly payment prorated for the fraction of the quarter Plumas does not store property at the Archive.
 - b. Adjustments to Compensation. The necessary time for Archives Coordinator's services described in Exhibit A shall not exceed four (4) hours per month. Any request by Plumas for additional coordinator time shall be in writing. If County determines that additional coordinator time is necessary, County shall notify Plumas no fewer than 30 days prior to performing the services that will require additional coordinator time and shall only commence said activities upon approval in writing by Plumas. County will bill the additional time to Plumas by invoice at the rate of Eighty dollars (\$80.00) per hour, payable within thirty (30) days from the date Plumas receives the invoice.
4. Assignment. This License may not be transferred or assigned without the express, prior written consent of the County.
 5. Interference with Public Use. The Archive, including the License Area, is primarily for the use by the County, its employees and members of the public in furtherance of County governmental business. County governmental business takes priority over all non-County use. If Plumas use interferes with or conflicts with use of the Archive or License Area for County governmental business, or public access, this License may be terminated, or the terms of this License may be modified, upon prior written notice to Plumas.
 6. Nuisance. Plumas shall not commit, suffer, or permit the commission by others of any waste or nuisance at the Archive or License Area. Plumas shall leave the License Area in a neat, clean and sanitary condition.
 7. Indemnification. Plumas and County shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

If such indemnification becomes necessary, the indemnified party shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend it. This indemnification clause shall survive the termination or expiration of this Agreement.

8. Applicable Law and Policies. Plumas agrees to comply with all applicable county, state and federal laws. Plumas shall abide by the policies and procedures for access to the Archive as designated by the County Archivist and the most recent County of Tuolumne Records Management Handbook approved by the Tuolumne County Board of Supervisors, the terms and provisions of which are incorporated herein by reference. Nothing contained in this License shall be construed to conflict with the Records Management Handbook. In the event of a conflict between the provisions of this License and the Records Management Handbook, the Records Management Handbook will control.
9. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both Parties.
10. Insurance Requirements. Plumas shall, at Plumas's own cost and expense, secure at the time of occupancy and maintain during the entire term of this License and any renewals or extensions thereof, a combination of self-insurance and a policy of comprehensive public liability insurance issued to Plumas (with County as an additionally named insured) insuring against loss or liability caused by or connected with Plumas's and use of the License Area under this License Agreement in amounts not less than the amounts for coverage of personal injury or death and property damage maintained by Plumas for property owned by it, but in any event not less than One Hundred Thousand Dollars (\$100,000.00).
11. Disputes. Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney fees.

It is agreed by the Parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Revocable License Agreement was executed by the parties hereto as of the date on which it is executed by all Parties.

CONTRACTOR:
COUNTY OF TUOLUMNE,
d/b/a the Carlo M. De Ferrari Archive

By Tracie Riggs

TRACIE RIGGS,
County Administrative Officer

APPROVED AS TO LEGAL FORM:

COUNTY COUNSEL
COUNTY OF TUOLUMNE

Christopher J. Schmidt 3/16/22
CHRISTOPHER J. SCHMIDT DATE

“COUNTY”
PLUMAS COUNTY,
a political subdivision of the State of California

By Marcy De Martile

Marcy De Martile
Clerk Recorder-Registrar of Voters

“PLUMAS” APPROVED:

By: _____
Name: Kevin Goss
Title: Chairperson of the Board

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel 3/10/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Storage & Access:

1. Location: The upper floor of the Archive located at 490 Greenley Road, Sonora, in the County of Tuolumne, State of California.
2. Type: Storage of historical artifacts, film, or records, or any other types of items as agreed upon in writing by the Parties hereto.
3. Size: All historical artifacts, film, or records must be contained in such a manner that the box weighs no more than 35 lbs.
4. Catalogs: A catalog of the contents of each box shall be present within each box.
5. Access: Plumas will be able to access the License Area during normal business hours. Plumas shall call the Archives and Records Coordinator (hereinafter "Coordinator") to make an appointment to access the License Area. In order to facilitate work on the collections, County will provide a six-foot table, two chairs, and access to an electrical power outlet in the collections area. Only persons authorized by County will be allowed access to the collections.

Annually, the Plumas County Assessor-Recorder-County Clerk will provide the Coordinator with a list of persons authorized to access the collections without supervision. If any third party, contractor, or researcher needs access, authorized Plumas personnel shall contact the Coordinator, Plumas personnel shall escort the person to the License Area, assist the person in retrieving the needed artifacts, supervise the research conducted, and ensure the artifacts are returned to the proper location. Plumas may not authorize access without compliance with this provision. Any third party requesting access to the Plumas collection without prior authorization, or without an authorized Plumas employee, will not be provided access and will be referred to Plumas.

Unless authorized in writing by the Plumas County Assessor-Recorder-County Clerk, no individual items or boxes may be removed from the Archive. If removal is necessary, the Plumas County Assessor-Recorder-County Clerk shall detail, in writing, the catalog numbers and items to be removed, to whom and where the items are going, and the expected date of return. Upon return of the items, the County shall provide confirmation of return of the archival records.

6. Role of Archive Coordinator. The role of the Archives Coordinator for purposes of this License will be limited to general record maintenance, assigning County tracking numbers to each collection box, receiving transfer lists and record center requests in Microsoft Excel format, receiving updated authorized personnel lists, assisting Plumas County personnel in obtaining access to the collections, and occasionally directing unauthorized individuals to Plumas County who are inquiring about access to the collections.
7. Delivery and Pickup. Plumas shall be responsible for delivery of boxes to and pickup of boxes from the Archive. Deliveries and pickups shall be coordinated with the Coordinator and take place at times convenient to both Parties. Emergency delivery or pickup can be arranged with 24 hours' notice.

Item 2C2

BOARD AGENDA REQUEST FORM

Department: Clerk-Recorder

Authorized Signature: Mary DeMarkile

Board Meeting Date: 4-5-2022

Consent Agenda: Yes No

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

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

A. Approve payment of Wells Fargo lease payment of \$323.26 without current contract per County Counsel.

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.



Customer Care

Hours of operation
M-F, 7am - 6pm Central Time

Payments
Wells Fargo Financial Leasing, Inc.
PO Box 77096
Minneapolis, MN 55480-7796

Fax
888-241-4382

Online Services
Website: https://myaccounts.wellsfargo.com
Privacy: https://wellsfargo.com/privacy-security

Telephone
877-222-5617

Correspondence
Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Invoice

Summary

Contract number 603-0148736-000
Customer number 1000070090
Invoice number 5019333665
Due date 04/07/22
Invoice date 03/11/22
Coverage period 04/07/22-07/06/22
Total Due \$323.26

Last payment \$323.26
posted on 02/19/22.

ACCOUNTS PAYABLE
COUNTY OF PLUMAS, CALIFORNIA
520 MAIN STREET
ROOM 102
QUINCY CA 95971

Important Messages

Your remittance address has changed. Effective immediately, please update your accounts payable system and send all payments to the new remittance address printed on your coupon. Thank you.

One or more of your agreement(s) is due to expire or is in renewal status. Please refer to your agreement(s) for any notice requirements and/or end of term options.

If you are interested in new or additional equipment feel free to contact your equipment provider to discuss your options.

Interested in receiving your invoices by email? To go paperless, please register on the website listed under the online services section of the invoice.

Table with columns: Contract number, Asset description, Model, Serial number, Asset location, Item description, Amount, Tax, Item total, Due date, Subtotal. Includes lease payment details and totals.

Continued on the next page

Detach and return the bottom remittance portion with your payment in the enclosed envelope. Include invoice number on check.

Contract number 603-0148736-000 Due date 04/07/22
Invoice number 5019333665 Invoice date 03/11/22
Total due \$323.26

Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Check here and see reverse side for billing address and/or asset address change.

Amount enclosed \$

Please make check payable to Wells Fargo Financial Leasing, Inc.

GFP3C700200666 - 946663 - S1
ACCOUNTS PAYABLE
COUNTY OF PLUMAS, CALIFORNIA
520 MAIN ST RM 102
QUINCY CA 95971

Wells Fargo Financial Leasing, Inc.
PO BOX 77096
MINNEAPOLIS, MN 55480-7796

0000050193336656030000000032326202204070000000323269

0066601020G400GFP3C700200666

027390 10000 N 0051 P



Join us online on MyAccounts

Sign up for paperless invoicing



Retrieve & download your invoice online

Paperless invoicing is a simple and efficient way to receive your invoices. An email will be sent once the invoice is ready and you will be able to view and download your current invoice, plus view the history of your account.

Want more features?

- ✓ Make one-time payments directly on the website
- ✓ Enroll in auto-pay
- ✓ Initiate service or account change requests
- ✓ View & download pay histories, equipment reports, and more

Enrolling is easy.

1. Visit www.myaccounts.wellsfargo.com and click "Register Now".
2. Reference your invoice for registration information such as invoice number and serial number or VIN.
3. Follow the prompts to create a user ID and secure password.
4. Once you're logged in, select "Enroll Accounts" under the Payments section of the Home Screen.

Questions?

Contact Customer Care at the phone number listed on your invoice.



JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **March 15, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Authorize and approve the Department of Facility Services to waive the rental fee for Chester Little League at the Chester Park.

Recommendation

Authorize and approve the Department of Facility Services to waive the rental fee for Chester Little League's use of the Chester Park baseball field.

Background and Discussion

Christopher Dean, President of Chester Little League, has requested to waive the rental fee for use of the Chester Park baseball field. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

Note: Facility Services was not aware that Chester Little League was being charged a rental fee for using the Chester Park Ballfield, as no money has come through this Department in the recent past for such use. (Quincy Little League is not charged for use of Rotary Ballfield or Story Field).



Chester Little League

District 48

To: The Plumas County Board of Supervisors

From: Christopher L. Dean, President Chester Little League

Date: 3/4/2022

RE: Request Fee Waiver for Chester Little League

My name is Christopher Dean and I am the President of Chester Little League. I have been asked by the Little League Board to request a waiver of fees for the use of Chester Park.

Every season Chester Little League coordinate with Cal-Fire to get a fire crew for multiple days to work on park and field clean-up. Businesses within Chester donate paint and other needed supplies for the crews to work with. After the crews take care of the more difficult work, Chester Little League parents, coaches, and board members hold an annual field cleanup day to "fine tune" the work of the fire crews. On average a total of 24 volunteer hours a year are committed to improving the park and field. In addition to these hours, Chester Fire Department has on multiple occasions used the ladder truck to fix or replace lights and have even had PG&E assist.

Little League provides a positive, safe, and recreational opportunity for over 150 children in the greater Chester area. Little League strives to instill character, courage, and loyalty all while allowing kids to participate in a fun and active sport. We ensure that all children that desire to play have the opportunity regardless of the families' ability to pay. By waving the county park use fee you will be helping our organization continue in this effort.

In closing, Little League volunteers would appreciate the counties consideration in awarding Chester Little League a waiver for the 2022 season.

On behalf of the Chester Little League Board, thank you for your consideration!

Christopher L. Dean

Chester Little League (District 48) President

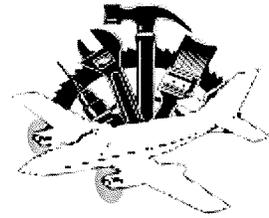


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign a lease agreement between the County of Plumas and the Sierra Nevada Conservancy (SNC) for office space at the Permit Center.

Recommendation

Approve and authorize Board Chair to sign a lease agreement between the County of Plumas and the Sierra Nevada Conservancy (SNC) for office space at the Permit Center.

Background and Discussion

The SNC has leased and occupied office space from the County at the Permit Center for at least five years and wishes to continue this lease agreement. Under the current lease, the SNC is paying \$315.93/mo. with annual 2.5% increases. The new lease increases the monthly rate to \$375/mo and will include all the same terms and conditions under the current lease which includes the annual 2.5% increase.

DELEGATED SHORT FORM LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> 555 Main St Quincy CA 95971
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 94-6000528
<u>TENANT AGENCY</u> Sierra Nevada Conservancy

File No.: 6753001

Project No.: 9642

THIS LEASE, made and entered into this 17th day of February 2022 by and between County of Plumas hereinafter called Lessor, and the State of California, by and through its duly appointed, qualified and acting Deputy Executive Officer of Administration of the Sierra Nevada Conservancy, hereinafter called State.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situated in the City of Quincy, County of Plumas, State of California, and more particularly described as follows:

Approximately 156 square feet of finished office space on Lessor's parcel, within the office building commonly referred to as the Permit Center and hereinafter referred to as "Building". The office space is located on the first floor of the building as outlined in red on the attached EXHIBIT "A" - MAP OF PREMISES, together with specifications marked EXHIBIT "B" - PROJECT #9642 - DELEGATED SHORT FORM SPECIFICATIONS, hereby being incorporated into this lease, and including nonexclusive unobstructed parking spaces for two automobiles contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven days per week with no exceptions.

2. The term of this lease shall commence on March 1, 2022, and shall end on February 28, 2025, with such rights of termination as may be hereinafter expressly set forth.

3. Either party may terminate this lease any time effective on or after February 28, 2025, by giving notice at least sixty (60) days prior to the date when such termination shall become effective.

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term. The monthly rental amount shall increase each July by an amount equal to two-and-a-half percent (2.5%) of the previous monthly rental amount as follows:

THREE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$375.00)
From March 1, 2022, through June 30, 2022.

THREE HUNDRED EIGHTY-FOUR DOLLARS AND 38/100 (\$384.38)
From July 1, 2022, through June 30, 2023.

THREE HUNDRED NINETY-THREE DOLLARS AND 99/100 (\$393.99)
From July 1, 2023, through June 30, 2024.

FOUR HUNDRED THREE DOLLARS AND 84/100 (\$403.84)
From July 1, 2024, through February 28, 2025, and thereafter.

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

15. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to sixty (60) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

16. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.

17. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Lessor to utilize DVBE and Certified SB to fulfill its lease obligation under this lease.

18. Except in emergency situations, the Lessor shall give not less than 24 hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

19. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq.” Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA
SIERRA NEVADA CONSERVANCY

COUNTY OF PLUMAS

By _____
AMY LUSSIER
Deputy Executive Officer, Administration

By _____
KEVIN GOSS
Chair, Plumas County Board of Supervisors

Date: _____

Date: _____

Approved as to form:



Sara James 3/14/2022
Deputy County Counsel II

EXHIBIT "B" PROJECT #9642 - DELEGATED SHORT FORM SPECIFICATIONS

PROJECT: Quincy Lease

PROJECT NO. 9642

AGENCY: Sierra Nevada Conservancy

DATE: February 2022

LOCATION: 555 Main St, Quincy CA 95971

DIVISION 1 -- GENERAL REQUIREMENTS

01.01 GENERAL INFORMATION

- A See Division 2, SPECIAL PROVISIONS if attached, that may delete or amend other portions of this specification. The special provisions may indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.
- B The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with design plans designated Exhibit "A", and with these Exhibit "B" Short Form Specifications.
- C The State's intent is to achieve adequate standards of quality and yet avoid unnecessary alterations so that in all cases where an existing feature meets requirements specified herein, Lessor's obligation is only to maintain that feature as it exists.
- D In case of conflict between Exhibit "A" and these Exhibit "B" specifications, the Exhibit "A" shall supercede.
- E Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Sierra Nevada Conservancy." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the Sierra Nevada Conservancy.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

- A These Exhibit "B" Short Form Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.
- B Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by code, as applied by responsible officials.
- C Construction shall be in accordance with current California Building Standards Code (CBSC), current local zoning laws, local building codes and ordinances, and each authority having jurisdiction. Lessor shall prepare and submit State approved construction documents to the local city or county building authority and obtain a building permit.
- D All State leased spaces, both new and lease renewals, shall comply with all current building statutes, codes, ordinances, regulations, and policies of the State

Architect. The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA) Title II, and Uniform Federal Accessibility Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence.

Should the State elect not to require accessibility compliance fully or extend the time frame for compliance as defined in the lease exhibits, it does not relieve the lessor of the responsibility to comply with the above requirements. The State will not supersede the requirements imposed by any enforcing agencies. This note applies to the site improvements including but not limited to path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access, etc.

- E The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
1. 1998 Edition or subsequent editions of the California Building Code or,
 2. 1976 Edition or subsequent editions of the Uniform Building Code and the building does not have any one of the enumerated characteristics or conditions listed below:
 - a. Unreinforced masonry elements, whether load-bearing or not, not including brick veneer
 - i. Precast, prestressed, or post-tensioned structural or architectural elements, except piles
 - ii. Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition
 - iii. Apparent additions, alterations, or repairs to the structural system made without a building permit
 - iv. Constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior
 - v. Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking
 - vi. Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete
 - vii. Repairs following an earthquake
 - viii. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of FEMA 352 indicate an investigation of beam-column connections is warranted

- ix. Visible signs of distress or deterioration of structural or non-structural systems, e.g.; excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.
3. Certification of the above requirements must be provided by an independent, licensed structural engineer at the Lessor's expense.
- F Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall also be responsible for all costs relative to said compliance including any preliminary plan review as deemed necessary by the State.
- G Lessor shall certify premises to be free of hazard from asbestos or lead containing materials. If a hazard is discovered in either case, lessor must follow abatement/mitigation procedures to be defined by the State.
- H Lessor hereby guarantees that premises shall be ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.
- I Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass,
- J The selected contractor shall have a current and valid contractor's license issued by the State of California.
- K The Lessor shall coordinate with the Department of Industrial Relations, as covered in Labor Code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.
- L Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the State for approval. Shop drawings of all millwork, cabinetry and special items shall be submitted to the State for approval prior to fabrication.
- M Energy Conservation – One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.
- N Lessor shall:
- patch, replace and finish in kind all adjacent surfaces or features displaced, damaged, or exposed in performance of alteration work, such as, but not limited to, acoustical tile, base, floor covering, paint, etc. Upon completion of the work, there shall be no discrepancy between the new and the existing work. Where existing surfaces are painted under this paragraph, paint shall extend to the nearest natural break.
 - paint or finish all new work, except factory finished items, minimum two coats to match existing adjacent surfaces.

- alter, relocate, or replace existing blinds or drapes and hardware as required to suit new, relocated, or demolished partitioning.
 - perform demolition and alteration work to mechanical, electrical, and communication systems as shown and/or otherwise required for new facility layout. Furnish and install new components as required for complete and fully operational systems.
- At project completion, lessor shall provide Certificate of Occupancy and other pertinent documents to the State.

DIVISION 2 – SPECIAL PROVISIONS

The following Special Provisions supplement requirements specified in Division 1 and supersede requirements, which are in conflict; see Planner for direction on discrepancies and conflicts:

There are no Special Provisions

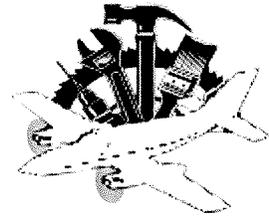


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Dig It Construction, Inc. for repair of the tennis court at the Taylorsville Campground and the creation of a pickleball court.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Dig It Construction, Inc. for repair of the tennis court at the Taylorsville Campground and the creation of a pickleball court.

Background and Discussion

Facility Services previously had a contract with Dig It Construction, Inc. approved by the Board working under the State of CA OLGA Park & Rec grants to make repairs to the tennis court at the Taylorsville Campground as well as creating a pickleball court separate from the tennis court. This project was scheduled to be completed by June 30, 2021 (as per the previous contract) but, due to employment issues from COVID-19, the project had to be delayed. Facility Services and Dig It Construction entertained the idea of getting this project completed in the Fall of 2021 but then the Dixie Fire happened causing further delay.

Dig It Construction, Inc. has agreed to schedule the project again for this Spring and has honored its original quote for the cost of the project. 80% of funding for this project is being paid for by an OLGA Park & Rec grant with 20% of the cost falling on the county. This project is funded and allocated.

Contract not to exceed \$23,572.00.

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

Construction-Repair Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services department (hereinafter referred to as "County"), and DIG IT Construction INC a California company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three Thousand five hundred seventy-two Dollars and 00/100 (\$23,572.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be no earlier than January 1, 2022. Contractor shall complete the Work no later than May 31, 2022, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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 attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. 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. **In particular, Contractor represents that it holds a current and active license as a Class A contractor, issued by the State of California, No. 747715.**
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. 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.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services Department
 County of Plumas
 198 Andy's Way
 Quincy, CA 95971
 Attention: JD Moore, Director

Contractor:

DIG IT Construction INC.
803 Lorraine Dr.
Chester Ca. 96020
Attention: Caleb Holland, President

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. 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.
40. 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.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

DIG IT Construction INC.
A California Corporation

By: _____
Name: Caleb Holland
Title: CEO/CFO

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair board of Supervisors

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/16/2022

EXHIBIT A

Scope of Work

1. To dig out three root areas, remove roots, replace with new asphalt 3 inches thick, saw cut all edges approx 350 sq ft.
2. To fill all cracks with crackfiller, clean and power wash old court approx. 7200 sq ft. seal coat with green tennis court sealer .
3. To build one new Pickle ball court approx. 27' X 67'. Remove old asphalt and reshape existing base rock and add as needed. 4 inch new base rock and 3 inches asphalt and set to proper drainage.

EXHIBIT B

Fee Schedule

1. **Contractor to be paid in full after completion of the prescribed project in the amount not to exceed \$23,572.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

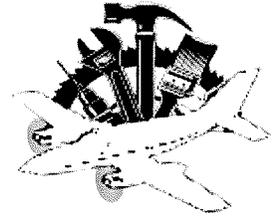


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Siskiyou Elevator for maintenance, repair, and inspection of county's elevator systems.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Siskiyou Elevator for maintenance, repair, and inspection of county's elevator systems.

Background and Discussion

Siskiyou Elevator provides bi-annual inspections and general maintenance of the county's elevator systems and files reports with the State of CA as well as responding to service calls as requested by the Facility Services department.

Contract not to exceed \$20,000.00.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as “County”), and **Curtis Nicolas**, a sole proprietor, dba **Siskiyou Elevator Company** (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty Thousand Dollars** (\$20,000).
3. Term. The term of this agreement shall be from **May 1, 2022** through **April 30, 2023**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **C11 – Elevator Installation contractor issued by the State of California, No. 962436.**

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: JD Moore, Director

Contractor:

Siskiyou Elevator Company
24724 Dersch Rd
Anderson CA 96007
Attention: Curtis Nicolas, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Curtis Nicolas, DBA Siskiyou Elevator Company

By: _____
Name: Curtis Nicolas
Title: Owner
Date signed:

COUNTY:

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

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

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

3/15/2022

EXHIBIT A

Scope of Work

1. Contractor shall provide elevator maintenance/repair services for three elevators and one chair lift on an “as-needed” basis upon request by the Facility Services Director.
2. Services contemplated by the parties include, but are not limited to, the following:
 - a. Inspections
 - b. Regular repair
 - c. Emergency repair
 - d. Maintenance

EXHIBIT B

Compensation

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

Labor: \$350/hr with 2 hr minimum

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

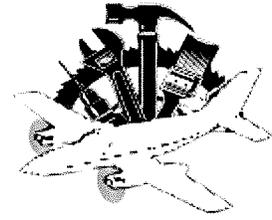


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign contract between Plumas County Facility Services and Heat Transfer Systems, for replacement of ground source heat pump unit (HVAC) at the Permit Center.

Recommendation

Approve and authorize Board Chair to sign contract between Plumas County Facility Services and Heat Transfer Systems, for replacement of ground source heat pump unit (HVAC) at the Permit Center; contract not to exceed \$7,624.00.

Background and Discussion

This HVAC unit stopped working on Sunday February 13, 2022. It was determined by our Maintenance Tech that the compressor had failed. The compressor on the same unit had to be replaced two years ago, as it failed also. After diagnosing further, Facility Services has determined that the compressor(s) failed due to an issue with the control board.

It has been rather difficult to maintain a “comfortable” temperature in that area of the Permit Center as a result of this HVAC unit being down.

Repair and Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports** department (hereinafter referred to as "County"), and **Jason Blust, a sole proprietor, doing business as, Heat Transfer Systems** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Seven Thousand Six Hundred Twenty Four Dollars and 0/100** (\$7,624.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30, 2022**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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 attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. 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. In particular, Contractor represents that it holds a current and active license as a Class **C-20 Warm-air heating, ventilation, and air conditioning** contractor, issued by the State of California, No. **1002273**.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. 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.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services & Airports
 County of Plumas
 198 Andy's Way
 Quincy, CA 95971
 Attention: JD Moore, Director

Contractor:

Heat Transfer Systems
64 Bresciani Lane
Quincy, CA 95971
Attention: Jason Blust, Owner

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. 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.
40. 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.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Jason Blust, a sole proprietor, dba
Heat Transfer Systems

COUNTY:

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

Name: Jason Blust
Title: Owner
Date signed:

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

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:

 _____ 3/10/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

1. A. Remove and dispose of old r22 ground source heat pump and replace with new 410A unit.
B. Start up and test new unit.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. **Contractor will be paid according to contract, not to exceed \$7,624.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. **[**Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.**] – Note: For work that can be completed in a relatively short amount of time. For extended projects, a different scheme may be more appropriate.**

[**Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice. **] – Note: For repair contracts where there may be multiple repair jobs over time.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. **[**Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County. **] – Optional.**

8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

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

March 30, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Land/ Ground Lease for 240 Wolf Creek

Background:

Cal OEA previously entered into a Ground Lease with Forest Lodge, LLC as a location for a non-congregate shelter site. On April 1, 2021, Plumas County is taking of the non-congregate sheltering site, and a ground lease needs to be signed between the County and Forest Lodge, LLC to maintain the sheltering site.

Proposal:

The County Counsel's office would like the County to enter into an Agreement with Forest Lodge LLC through September 30, 2022 for the continuance of the non-congregate shelter. A lease has been developed between the County and the occupants of the trailer to include some payment of rent to help offset some of the cost for this lease.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

Land/Ground Lease Agreement

This Land/Ground Lease Agreement (the "Agreement") is entered into as of the 5th day of April, 2022, (the "Effective Date") by and between Forest Lodge, LLC, Kira Wattenburg King, manager, ("Landlord") and County of Plumas, a legal subdivision of the State of California, through its Department of Facility Services ("Tenant"). Each landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord according to the terms and conditions set forth herein, the following real estate (the "Site"):

Space for up to 14 Trailers located on a parcel lot on the East portion of parcel hereinafter referred to as the premises as outlined on the attached map labeled Exhibit "A", and more particularly described as Assessor Parcel Number: 110-230-003-000.

Landlord may rent the unused Trailer spaces to other parties, but agrees to give Tenant the first right to occupy the spaces.

2. **Purpose.** The Site may be used and occupied only for the following purpose (the "Permitted Use": non-congregate shelter for Dixie fire survivors. Nothing herein shall give the Tenant the right to use the Site for any other purpose without the prior written consent of the Landlord.

3. **Term.** This Agreement will be for a term beginning on April 1, 2022 and ending on September 30, 2022 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. **Rent.** Tenant will pay Landlord rent in advance in the amount of four hundred eighty-two (\$482) per trailer space per month. Rent for any period less than one month shall be determined by prorating the monthly rent based on the actual number of days in the month.

5. **Taxes.** Tenant shall pay all taxes or assessments which are levied or charged on the Site during the Term.

6. **Utilities.** Tenant shall pay the cost of all utility services during the Term, including but not limited to propane and electricity for the trailer sites occupied by Tenant, and all septic pumping, site lighting and garbage on premises. Water is to be supplied by Landlord at no cost, so long as premises have sufficient water from the existing natural spring. Landlord does not warrant full accessibility to water because the water source is a natural spring. In the event of drought and limited access to water, Landlord agrees to take all reasonable measures to access the service district water source for the premises, but is not required to do so. In the event Landlord accesses

the service district water source during any time of this lease, whether from drought necessity or by choice, Tenant agrees to pay the cost of monthly service district water for each trailer site used by Tenant.

7. Delivery Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term.

8. Condition Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:

- I. Represent and warrant that it owns good and defeasible title in and to the Site and has the right and authority to make this Lease.

9. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the applicable rent computed on a monthly basis for each month or portion thereof during such holdover.

10. Condition of Site. Tenant has examined the Site in its current condition "AS IS" and "WITH ALL FAULTS," except as expressly set forth herein, Landlord makes no representation or warrant, express or implied, or arising by operation of law, including but not limited to any warrant of fitness for a particular purpose, merchantability, habitability, suitability, or condition. Tenant acknowledges that Tenant has not relied on any representations or warrants by Landlord in entering into this agreement.

11. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

12. Improvements and Alterations. Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All permanent improvements, alterations, additions, fixtures or other changes to the Site shall become the property of Landlord upon the termination of this Agreement.

13. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

14. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

15. **Compliance with Laws.** Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinance affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

16. **Hazardous Substances.** Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonable increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any reasonable insurance company.

17. **Insurance.** At all times during the Term, Tenant will maintain insurance for the Site covering:

I. **Property Insurance.** Property insurance covering all of the Tenant's improvements, equipment, and other personal property located on the Site.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

18. **Waiver of Subrogation.** Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

19. **Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suites, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

20. **Access to Site.** Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

21. **Default.** The following shall each constitute an "Event of Default" by Tenant:

A. Tenant fails to make any required payment due under this Agreement.

B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.

C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

22. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of twenty (20) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

23. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of twenty (20) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminated this Agreement pursuant to this section.

24. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 7 days following the termination of this Agreement, Tenant will remove all equipment, materials, and other personal property belonging to the Tenant from the Site. Any property left on the Site after 14 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord. Tenant agrees that Tenant is solely responsible for eviction actions of Tenant's occupants of trailers necessary for termination of this lease. All actions and legal fees for such evictions shall be Tenant's responsibility.

25. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord.

26. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

27. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any government law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduce to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

28. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

29. Assignment and Subletting. Tenant will not assign this Agreement as to all or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

30. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

31. **Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

32. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Landlord or Tenant at the address stated below, or to another address that either Party may designate upon reasonable notice to the other Party.

33. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

34. **Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid and unenforceable parts had not been included in this Agreement.

35. **Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

36. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws rules. Venue shall be in the federal and state courts for the County of Plumas.

37. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

38. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

38. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

39. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

LANDLORD

FOREST LODGE, LLC
PO BOX 316
GREENVILLE, CA 95947
916-296-7513

Kira Wattenburg King, Partner
Date _____

Eric Wattenburg, Partner

Date _____

Tanya Wattenburg Komars, Partner

Date _____

TENANT

COUNTY OF PLUMAS
198 ANDY'S WAY
QUINCY, CA 95971
530-283-6299

Kevin Goss
Chair, Board of Supervisors
County of Plumas

Date _____

Attest:

Heidi White
Clerk of the Board of Supervisors

Approved as to form:

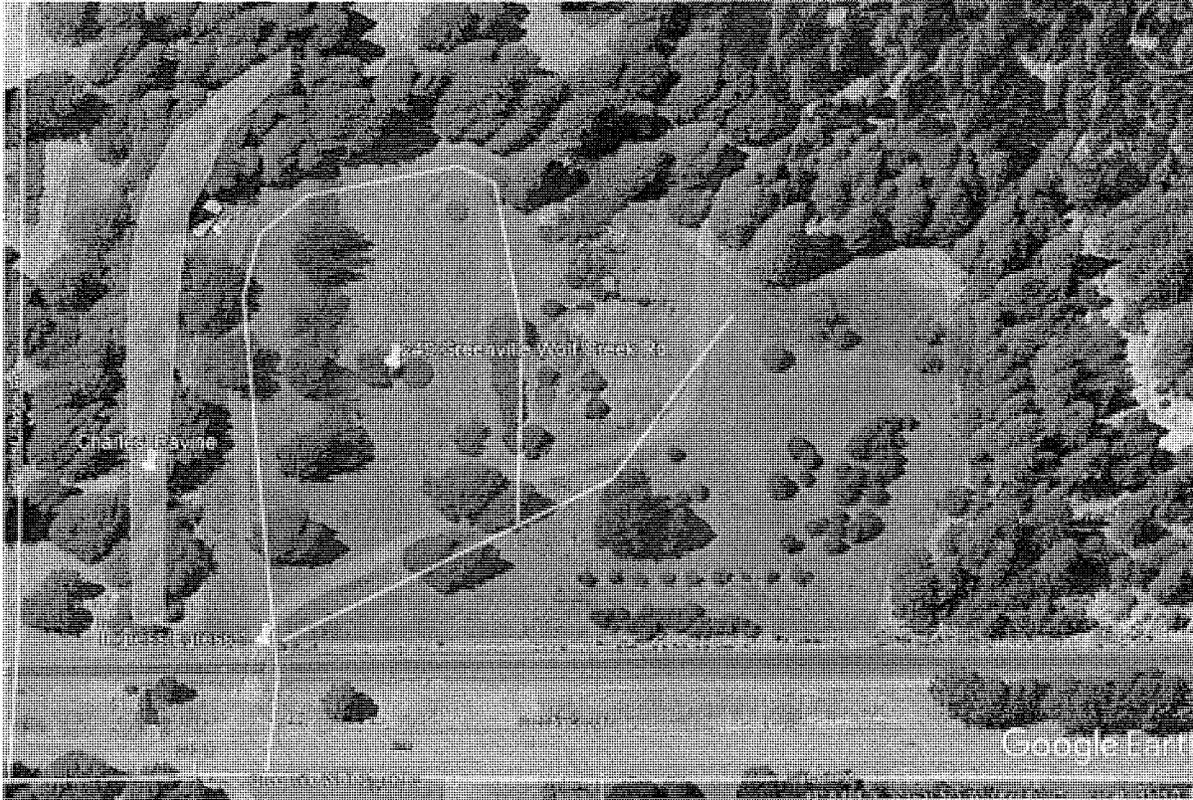


Gretchen Stuhr
Plumas County Counsel



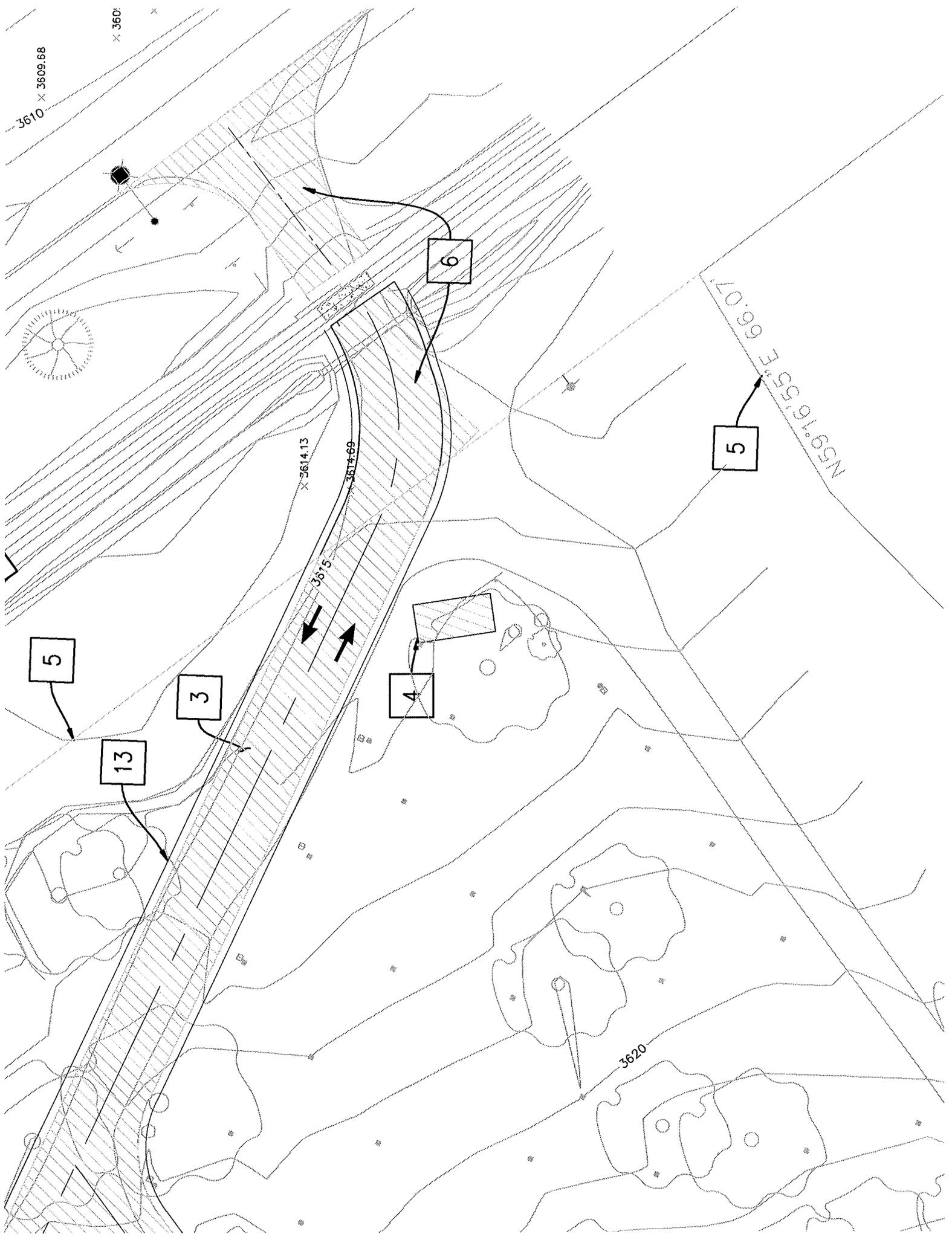
SITE INGRESS/EGRESS

A single ingress and egress location was identified along the perimeter of the proposed site at 40° 8.474'N, -120° 57.508'W (Ingress/Egress 1). No other ingress/egress locations within close proximity to the proposed site were observed with access to Greenville Wolf Creek Rd.



Ingress/Egress 1. Project area and existing ingress/egress locations.

PROJECT NUMBER: 2021SOC70884	DATE: 9/17/2021	LEASE FILE NUMBER:		
 <p>Department of General Services Real Estate Services Division Asset Management Branch Real Estate Leasing & Planning Section Voice: 916-568-3800 707 3rd Street, Suite 5-305, West Sacramento, California 95605-2811 www.dgs.ca.gov</p>	PROJECT: LAND LEASE AGENCY: DEPARTMENT OF GENERAL SERVICES LOCATION: 240 GREENVILLE WOLF CREEK RD. GREENVILLE, CA 95947		TOTAL NET USEABLE: 4 ACRES	SHEET NO. 1
			EXHIBIT A	OF 1



3610 × 3609.68

× 360°

5

13

3

4

6

5

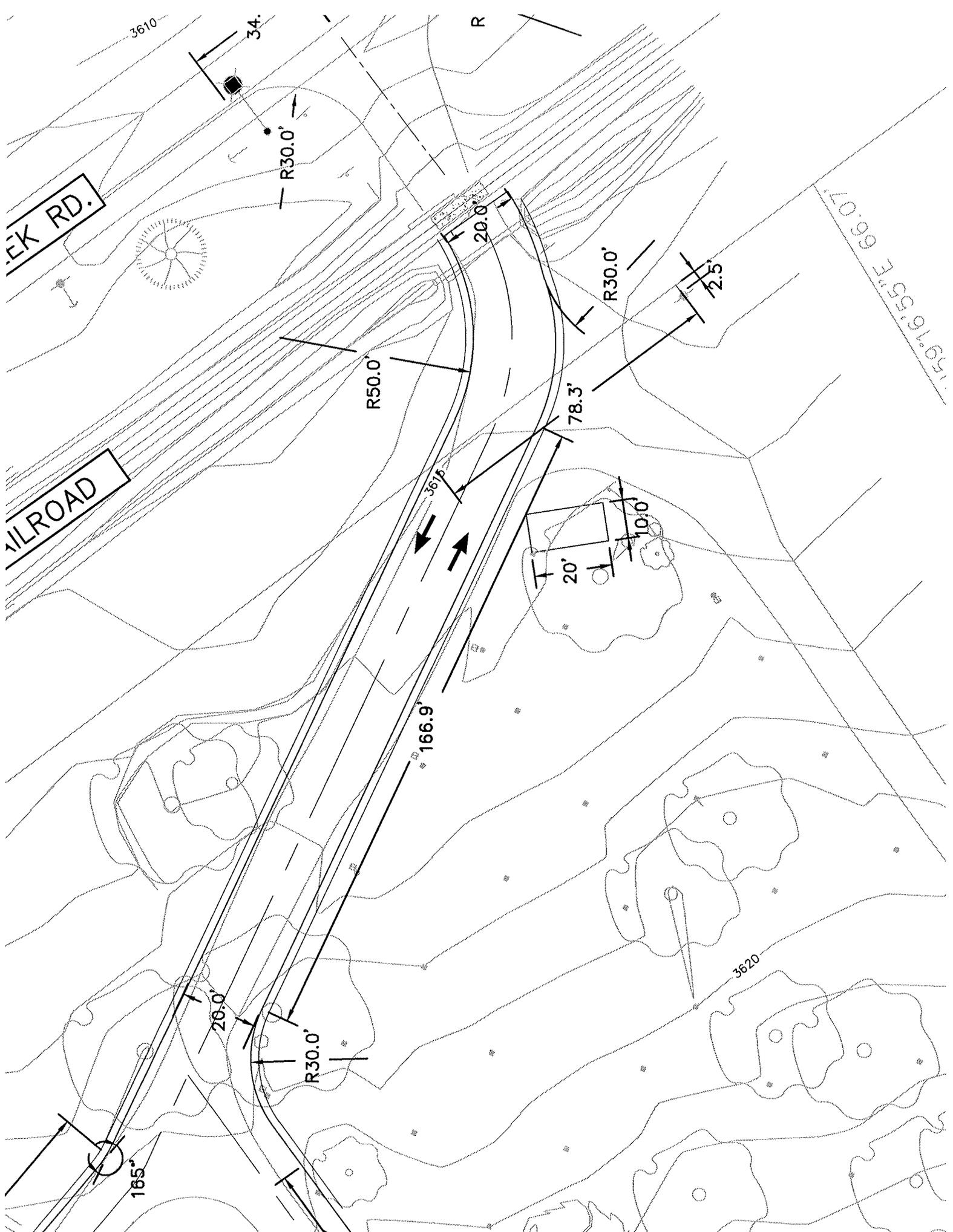
× 3614.13

3617.69

3615

N59°16'55"E 66.07'

3620





204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

Date: March 8, 2022

To: Honorable Board of Supervisors

Cc: Nancy Selvage, Human Resources Director

From: John Steffanic, Fair Manager

Re: Seasonal Extra Help

Recommendation: Approve exemption of the 30 day, 29 hour-week limit for Seasonal Extra Help during Fair time and adjacent months.

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

PLUMAS COUNTY LIBRARY

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

Item 2F



Lindsay Fuchs
County Librarian

DATE: March 10, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Approve and authorize the Chair to sign the contract between Plumas County Library and KJ Cleaning Service for custodial work at the Greenville Library temporary location

Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Library and KJ Cleaning Service for custodial work at the Greenville Library temporary location.

Background

Plumas County Library is committed to providing direct library services to the Greenville and surrounding areas post-Dixie Fire. We are using Classroom #2 at the Greenville Elementary School as a temporary Greenville Library site. Per agreement with PUSD, we are responsible for all custodial duties, including cleaning and stocking the communal restrooms. The contract with KJ Cleaning Services matches the period of time we will be using the Elementary School.

Fiscal Impact

The contact will cost \$2,170.00 total, with a weekly fee of \$155.00, and will not exceed \$2,500.00. A custodial contract was taken into account when doing the mid-year budget review to cover all Greenville temporary location expenses for the 21/22FY.

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 **Library Department** (hereinafter referred to as "County"), and **Kim Lund, a sole proprietor doing business as KJ's Cleaning Service** (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 Thousand Five Hundred dollars (\$2,500.00).
3. Term. The term of this agreement shall be from **Feb 24, 2022 through June 1, 2022**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-000020683.**

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

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
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:

County Library
445 Jackson St
Quincy CA 95971
Attention: Lindsay Fuchs, County Librarian

Contractor:

KJ's Cleaning Service
PO Box 426
Chester CA 96020
Attention: Kim Lund, Owner

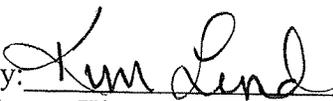
23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing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

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

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by KJ's Cleaning Service from February 24, 2022 to date of approval of this agreement by the Board of Supervisors.

CONTRACTOR:

Kim Lund, a sole proprietor doing business as KJ's Cleaning Service

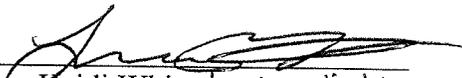
By: 
Name: Kim Lund
Title: Owner
Date signed:

COUNTY:

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

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

ATTEST:

By: 
Name: Heidi White *Lindsay Fuchs*
Title: Clerk of the Board *County Librarian*
Date signed: 3/3/22

Attest:
By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:

 3/3/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

1. Contractor shall provide professional cleaning services for the temporary Greenville Library location at the Greenville Elementary School. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.

A. Services Required (not all surface/material types apply – verify conditions for each building)

1. Restroom Services

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
- d. Wash all walls and partitions
- e. Empty waste receptacles
- f. Replenish all paper & soap dispensers to full

2. Classroom/Library

- a. Vacuum carpeted areas thoroughly
- b. Disinfect table tops
- c. Empty waste receptacles
- d. Remove all cobwebs

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

1. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
 - b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.
 - c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
 - d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
 - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.
 - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

**Exhibit C
Fee Schedule**

ANNUAL FEE SCHEDULE

Facility	Weekly Fee	Total
Greenville Library	155.00	2,170.00

- For all other facilities, payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

**Exhibit D
Confidentiality Agreement**

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, Kim Lund acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.



Signature

3-1-22

Date

Greenville Historic Building Assessment & Stabilization Right-of-Entry Permit Cover Letter

The CPI Foundation (CPI) is working with Greenville, California building owners to provide historic building assessment and stabilization. CPI is a 501(c)3 non-profit that trains active-duty military service members hands-on in construction trades and management completing major structural repair work on historic and other structures while training and connecting the service members to careers across the country upon civilian transition. The attached *Right of Entry Form and Liability Waiver* from CPI is intended to allow CPI personnel to enter the property to complete their evaluation.

CPI will coordinate with you on scheduling for entry to the property.

Completed forms should be returned to Tanya Komasa at tkomas@cpi-foundation.org

Building Owner - CPI Foundation Right of Entry Form & Liability Waiver

Date: 3/21/2022

Property Owner and Tenant Name: Plumas County

Property Address: 115 Amst Greenville, CA 95947

Circle as applicable: Owner Occupied Rental Property Other

Primary Contact Name(s): Kevin Goss

Contact Phone Number(s): 530-816-1020

Email: Kevin.goss4district@gmail.com

The CPI Foundation (CPI) aims to serve every client to their greatest capability. Please read the following statements and initial that you understand each item:

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

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

KLG I certify that I am aware CPI personnel are not licensed contractors and are not legally responsible for the quality, condition, durability, or my personal opinion or preferences regarding work, and all materials not specified here but used in completion of the work. If there are volunteers holding contractors' licenses or other professional licenses serving in a professional capacity, said license numbers will be held on file with CPI headquarters.

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

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

Property Owner Signature: [Signature]

Tenant Signature (if applicable): _____



County of Plumas
Department of Probation

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



Keevin Allred
Chief Probation Officer

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

DATE: March 23, 2022

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Board Agenda Item for April 5, 2022

RE: Approve and authorize the Chair of the Board to sign a retroactive contract between the Plumas County Probation Department and the Plumas Crisis Resource and Intervention Center (PCIRC) for the Pathways Home Project program for FY21-22.

Recommendation:

Approve and authorize the Chair of the Board to sign a retroactive contract in the amount of \$45,000.00 between the Plumas County Probation Department and PCIRC for the Pathways Home Project program for FY21-22. This amount was listed in the Executive Community Corrections Partnership Public Safety Realignment Budget for FY 2021-2022, which was approved by the Board of Supervisors on October 12th, 2021.

Background:

The Plumas County Probation Department contracts with PCIRC, who provides the Pathways Home Project, a set of services for men and women who are transitioning from prison/jail and the judicial system. This includes emergency motel sheltering, deposit assistance, rent assistance, utility deposit assistance, and access to all PCIRC programs, alongside assistance in securing benefits. PCIRC will work with collaborative partners to provide wraparound services that assist participants to get back on a positive track.

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 **Probation Department** (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Crisis Intervention & Resource Center from July 1, 2021 to 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

- | - CONTRACTOR INITIALS



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



endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS 

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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



the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Probation Department
County of Plumas
270 County Hospital Rd., Ste. 128
Quincy, CA 95971
Attention: Keevin Allred

Contractor:

22. Plumas Crisis Intervention and Resource Center
175 Main Street
P.O. Box 3005
Quincy, CA 95971 Phone: 530-283-5515
Attention: Scott McCallum
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. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.



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

CONTRACTOR:

Plumas Crisis Intervention and Resource Center, a California non-profit corporation

By: 

Name: Scott McCallum

Title: CEO/CFO

Date signed: 3/23/22

COUNTY:

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

By: 

Name: Keevin Allred

Title: Chief Probation Officer

Date signed:

By: _____

Name: Kevin Goss

Title: Board of Supervisors - Chair

Date signed:

ATTEST:

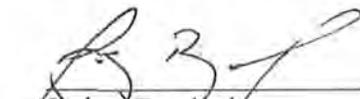
By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

3/17/2022

EXHIBIT A

Scope of Work

1. The CONTRACTOR shall provide services through the Pathways program to address the needs of men and women who are transitioning from prison/jail and the judicial system or parolees. Provide access to a coordinated entry system, case management, and housing services for transitioning offenders. Provide access to housing first support services including emergency motel sheltering, deposit assistance, rent assistance, utility deposit assistance, and access to all PCIRC programs and assistance in securing benefits will be provided. Contractor anticipates serving 75 individuals (including family members).

a. The CONTRACTOR will submit quarterly reports as backup to the Plumas County Probation Department, consisting of progress and financial reports.

Quarterly progress reports should include the following information:

- a. A list of agencies and/or persons who have referred clients to the Pathways Home Project, and the running total amount of clients that these agencies and/or persons have referred to the program during the fiscal year
- b. Total number of clients utilizing the Pathways program, including # of others and their relationship to the referred client. Clients will have a unique ID, agency referral information, and services utilized/length of stay/etc. information associated with their ID
- c. Number of program completions, both successful and unsuccessful, defined as the number of clients who successfully retain permanent housing placements

Quarterly financial reports should include the following information:

- d. All expenses incurred during the 3-month operational period, and any/all relevant backup materials for the expenses, such as:
 - i. Invoices/receipts for professional services rendered, alongside attendance information for programs or courses clients attend
 - ii. Invoices/receipts for supplies purchased
 - iii. Invoices/receipts for utilities utilized
 - iv. Payroll information for staff paid using funding provided in current fiscal year.
2. County will provide a Probation Department Staff Person to provide ongoing liaison to the CONTRACTOR.
3. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that the Probation Department will not be responsible for the withholding or payment of federal or state income taxes, Social Security, Worker's Compensation coverage, unemployment insurance, nor disability insurance. It is understood that the CONTRACTOR works as an independent contractor and does not hereby become an employee of the County or Court.

____ COUNTY INITIALS

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EXHIBIT B

Fee Schedule

Compensation shall be as follows:

- a. The total amount paid to CONTRACTOR under this agreement shall not exceed Forty-Five Thousand Dollars (\$45,000).
- b. CONTRACTOR shall submit invoices quarterly for services rendered, which requires approval by the Chief Probation Officer prior to the release of funds for reimbursement.
- c. CONTRACTOR shall submit any and all relevant backup information in support of the amount invoiced no later than Friday before close of business two weeks after the end of the fiscal quarter. This includes but is not limited to any and all information regarding wages paid, supplies purchased, and services utilized including backup attendance information.
- d. Any auxiliary compensation (special training, travel, cost of meals, unusual expenses encountered during the provision of services) must have prior approval of the Chief Probation Officer.
- e. Total average of daily expenses per night of Emergency Sheltering, calculated once per quarter and averaged at the end of the fiscal year, should not exceed One Hundred Dollars (\$100.00).
- f. Total average of monthly Rental Assistance, calculated once per quarter and averaged at the end of the fiscal year, should not exceed Nine Hundred and Fifty Dollars (\$950.00)

____ COUNTY INITIALS

- 8 - CONTRACTOR INITIALS





PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

CONSENT AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 28, 2022

To: Honorable Board of Supervisors

From: *FOR Rob Thorman, Assistant Director* 
John Mannle, Director of Public Works

Subject: Proposed Amendment to Contract PWRD 21-012, an agreement between Plumas County and Ray A. Morgan Company, LLC to provide copier maintenance and materials to Plumas County Public Works Department, in the amount of Five Thousand Five Hundred Dollars and 00/100 (\$5,500.00) over a (3) year period.

Background:

The Plumas County Department of Public Works requires certain equipment to perform its day-to-day operations. A copy machine is one of those pieces of equipment that is an essential and efficient tool. The Department currently has a contract with Ray A. Morgan, LLC, who provides copier maintenance and materials. However, the amount in the compensation section of the agreement was inadequate, and is the reason for the proposed amendment.

A copy of the proposed amendment, signed by the vendor, attested by the Public Works Director, and reviewed and approved as to form by County Counsel is attached.

Funding for FY2021-22 is included in the budget adopted by the Board of Supervisors on September 31, 2021.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the First Amendment to Agreement PWRD 21-012 for Copier Maintenance and Materials for the Public Works Department in the amount of Five Thousand Five Hundred Dollars and 00/100 (\$5,500.00) over a (3) year period.

Attachment: Proposed Amendment

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RAY A. MORGAN COMPANY, LLC

This First Amendment to Agreement PWRD 21-012 ("Amendment") is made on March 8, 2022, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its Public Works Department ("COUNTY") and Ray A. Morgan Company, LLC ("CONTRACTOR") who agrees as follows:

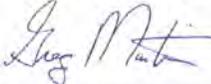
1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and RAY A. MORGAN COMPANY, LLC have entered into a written Agreement dated February 23, 2021, (the "Agreement"), in which RAY A. MORGAN COMPANY, LLC agreed to provide copier maintenance and materials to Plumas County Public Works Department.
 - b. Because agreement amount is insufficient to cover yearly costs, 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 Five Thousand Five Hundred Dollars and No Cents (\$5,500.00) over a (3) year period.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 23, 2021, shall remain unchanged and in full force and effect.

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

CONTRACTOR:

Ray A. Morgan Company, LLC

By: 
Name: Greg Martin
Title: Managing Member
Date signed:

COUNTY:

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

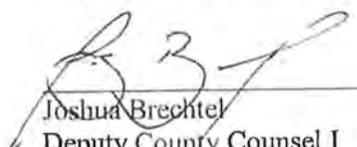
By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Heid White
Title: Clerk of the Board
Date signed:

By: 
Name: John Mannle
Title: Director of Public Works
Date signed: 03/09/2022

Approved as to form:


Joshua Brechtel
Deputy County Counsel I
3/9/2022



Office of the Sheriff

Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: March 22, 2022
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of April 5, 2022

It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Lassen National Forest, Exhibit A - FY 2022 in the amount of \$5,000.00.

Background and Discussion:

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit A will be in effect from October 1, 2021 through September 30, 2022. This is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement patrols on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to law enforcement patrols performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
PLUMAS, COUNTY OF
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST**

FY-2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan) is hereby made and entered into by and between the Plumas, County of, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11051360-003 executed on January 12, 2021. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2021 and ending September 30, 2022.

Previous Year Carry-over: \$5000.00
Current FY-2022 Year Obligation: \$0.00
FY-2022 Total Annual Operating Plan: \$5000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Todd Johns Sheriff, Plumas County 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6392 FAX: 530-283-6344 Email: tjohns@pcso.net	Roni Towery Sheriff's Fiscal Officer 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 Email: roni@pcso.net

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Adam Hill, Patrol Captain 2550 Riverside Drive Susanville, CA 96130 530-252-6400 FAX 530-252-6420 adam.hill@usda.gov	Margaret A Mustain, LE Program Support 2550 Riverside Drive Susanville, CA 96130 530-252-6627 FAX 530-252-6420 margaret.mustain@usda.gov
	U.S. Forest Service Grants and Agreement Contact
	Darius Parks Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 darius.parks@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$.58.5 mile patrolled
- Per diem rate is \$51/M&IE + \$93 lodging /day
- Average regular hour is \$30.50 benefits at \$13.50=\$44.00 per hour.
- Overtime is \$48.25 plus benefits at \$1.75 cents=\$50.00 per hour.

II. PATROL DISPATCH ACTIVITIES:

A. Plumas County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of \$1,500.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

All Forest Service roads within the Cooperator’s area of jurisdiction.

1. Patrol in the following campgrounds, developed sites, or dispersed areas:



Lake Almanor Recreation Area: To include Almanor North, Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

High Bridge – Domingo Springs – Warner Creek campgrounds: Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: \$3,500.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$5,000.00.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws



related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

- 3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Mail copies of itemized PNF/LNF Patrol billing statements to:

Adam Hill, Patrol Captain
2550 Riverside Drive
Susanville, CA 96130

- B. **System for Award Management (SAM) at www.sam.gov will be used for the verification of the Electronic Funds Transfer (EFT) banking information (DUNS#).**

- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$3,500	N/A
Patrol Dispatch	\$1,500	N/A
Total	\$5,000	



- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TODD JOHNS, Sheriff
PLUMAS, County of

3/22/22

Date

DEBRA BUMPUS

Digitally signed by
DEBRA BUMPUS
Date: 2022.03.17
12:50:46 -07'00'

DEB BUMPUS, Forest Supervisor
U.S. Forest Service, LASSEN National Forest

Date

Approved as to form:

Joshua Bresette
Deputy County Counsel I

Plumas County Board of Supervisor

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region, R-5

Date

The authority and format of this agreement have been reviewed and approved for signature.

Darius Parks

Digitally signed by Darius
Parks
Date: 2022.03.17 10:12:19
-07'00'

DARIUS PARKS
U.S. Forest Service, Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

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

March 30, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Legal Services with Cole Hubbard LLP

Background:

Feather River Action! has filed a lawsuit against County of Plumas and County of Sierra. Plumas County Counsel and David A. Prentice, County Counsel for Sierra wish to enter into an agreement with Cole Huber LLP as counsel for this CEQA matter.

Proposal:

The County Counsel's office would like to enter into an Agreement with Cole Huber LLP.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

Derek P. Cole
dcole@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

March 11, 2022

VIA E-MAIL

gretchenstuhr@countyofplumas.com

Gretchen Stuhr
County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, CA 95971-9115

Re: Legal Services Agreement with Cole Huber LLP

Dear Ms. Stuhr:

ABOUT OUR REPRESENTATION

Cole Huber LLP is pleased to represent the County of Plumas (“County”) in defending in the matter of Feather River Action! And Project Coyote, a project of the Earth Island Institute, a California non-profit organization, Petitioners v. County of Plumas and Plumas-Plumas Counties Department of Agriculture; County of Sierra, Real Party in Interest, Respondents. This letter constitutes our agreement setting forth the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict-of-interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your names will be included in our list of clients to ensure we comply with the Rules of Professional Conduct.

We have checked the following names against our client index: County of Sierra, County of Plumas, Feather River Action!, Project Coyote, a project of the Earth Island Institute; Earth Island Institute; Plumas-Plumas Counties Department of Agriculture. Based on that check, and upon the execution of the conflict waiver we will require separately, we can represent the County in the above matter. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

COUNTY'S OBLIGATIONS ABOUT FEES AND BILLINGS

All attorneys will be billed at \$275 per hour and paralegals are billed at \$140 per hour. We will bill the County monthly for all services provided. We do not require a retainer, or advance deposit, as a condition for beginning work.

As our firm will be jointly representing Plumas County in this same matter, we understand that each county will be paying 50% of our invoices. If this is not your understanding of the arrangement both counties have reached, we ask that you please advise us immediately.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. You should consider this memorandum part of this Agreement as it binds both of us. For that reason, please read it carefully.

FIRM STATUS

Cole Huber LLP is a limited liability partnership organized under California law. Derek P. Cole and Scott E. Huber are the equity partners of the firm. All other attorneys who may work on your matter are employees of the firm.

INSURANCE

We are also pleased to let you know that Cole Huber LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in any attorneys' statements to the County will be construed as a promise or guarantee about the outcome of the subject of our representation. Attorney statements are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by the County, or estimate of fees given by the attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

CLIENT'S DUTIES

The County agrees to be truthful with our attorneys and the firm and not withhold information. Further, the County agrees to cooperate, to keep our attorneys informed of any information or developments which may come to your attention, to abide by this Agreement, and to pay the firm's bills on time. The County will assist our attorneys by timely providing necessary information and documents. The County agrees to send appropriate staff to appear at

Gretchen Stuhr
County Counsel
March 11, 2022
Page 3

all legal proceedings when our attorneys deem it necessary, and generally to cooperate fully with our attorneys in all matters related to the preparation and presentation of the County's claims.

NO TAX ADVICE

The firm has not been retained to provide the County with any tax advice concerning any of the services described in this Agreement. Any documents prepared by attorneys may have specific tax ramifications. To be sure you understand and are certain of all the potential tax consequences, you should consult with tax advisors regarding these matters.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this Agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this Agreement, you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

The County, of course, has the right to end our services at any time. If it does so, the County will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or the County's new counsel. By the same token, we reserve the right to terminate our services to the County upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if the County fails to pay our fees and costs as agreed, fails to cooperate with us in this matter, or if we determine we cannot continue to represent the County for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have the County's file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

Gretchen Stuhr
County Counsel
March 11, 2022
Page 4

THANK YOU

We are pleased that you have selected Cole Huber LLP to represent the County of Plumas and appreciate the opportunity to assist in resolving this matter. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us.

Sincerely,



Derek P. Cole
Managing Partner
COLE HUBER LLP

DPC:cjr
Attachment: CH Billing Policy

AGREED AND ACCEPTED

COUNTY OF PLUMAS

By: _____

Dated: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

COLE HUBER LLP – BILLING POLICIES

Our experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing, and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based, in substantial part, on time spent by personnel in our office on that client's behalf. In special circumstances, which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our rates for services are set forth in the retainer letter that accompanies these policies but are customarily billed at rates from \$250 to \$400 per hour, and our research assistants, paralegals and law clerks are billed at the rate of \$125 to \$175 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, mileage at the current IRS-approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees and Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorneys' fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that the trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Cole Huber LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 60 days, a late charge of one and a half percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days, or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed upon in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

Derek P. Cole
dcole@cohuber.com

REPLY TO:
 ROSEVILLE ONTARIO

March 11, 2022

VIA E-MAIL AND U.S. MAIL

david@prenticelongpc.com
gretchenstuhr@countyofplumas.com

Gretchen Stuhr
County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, CA 95971-9115

David A. Prentice
County Counsel
County of Sierra
Prentice|Long PC
114 W Shaw Avenue, Suite 102
Fresno, CA 93704

Re: *Request for Waiver of Potential Conflict of Interest*

Dear Ms. Stuhr and Mr. Prentice:

As you know, Cole Huber LLP has been asked to represent both the County of Plumas and the County of Sierra as their counsel of record in the Plumas County litigation, *Feather River Action! And Project Coyote, a project of the Earth Island Institute, a California non-profit organization, Petitioners v. County of Plumas and Plumas-Sierra Counties Department of Agriculture; County of Sierra, Real Party in Interest, Respondents*.

The purpose of this letter is to address the potential for conflicts of interest that could arise in our simultaneous representation of the County of Plumas and the County of Sierra Plumas in this litigation. We do not presently see any actual conflicts between the two clients. Nevertheless, State Bar rules require that we get your informed written consent to such joint representation. It is possible that both parties' interests could diverge at some point. We believe this possibility is, however, very remote and unlikely because your interests are currently in alignment.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rule 1.7 of the California Rules of Professional Conduct provides in part:

“(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer’s representation of the client will be materially limited by the lawyer’s responsibilities to or relationships with another client, a former client or a third person, or by the lawyer’s own interests.

[...]

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.”

Of course, should either County need the advice of another attorney regarding any aspect of the services we provide, each County should feel free to obtain its own attorney to provide advice and counsel on this matter, and to assure you that our representation of you is not adversely influenced by our representation of both Counties.

We have explained these possible problems and the potential advantages of separate counsel to you. We also have explained to you the value and importance of achieving a coordinated defense, and the difficulties that can arise in this area when separate counsels are involved. Having been provided with all of this information, you have requested that we represent both Counties in this matter.

County Counsel
County of Plumas
County of Sierra
March 11, 2022
Page 3

Based on the disclosure we have provided above, we believe our representation of the County of Plumas and the County of Sierra meet all of the conditions of the quoted Rule. We request that you each sign and return to us a copy of this letter acknowledging that you have been advised of Rule 1.7 and of the potential conflicts associated with the County of Plumas and the County of Sierra's respective interests. Should you have any questions you would like me to address before you execute this letter, please do not hesitate to email or call me.

Thank you for your cooperation in this regard.

Sincerely,



Derek P. Cole
Managing Partner
COLE HUBER LLP

DPC: ejr

AGREED AND ACCEPTED

COUNTY OF PLUMAS

By: _____

Dated: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

AGREED AND ACCEPTED

COUNTY OF SIERRA

By: _____

Dated: _____



Comprehensive Economic Development Strategy (CEDS)

PLUMAS COUNTY BOARD OF SUPERVISORS

April 5, 2022

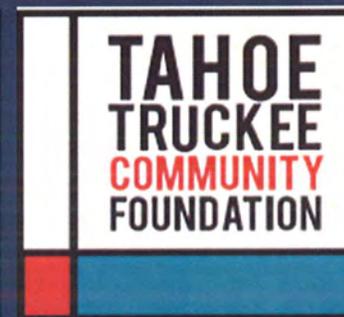
Kristin York, Vice President of Economic Empowerment

NE CA Sierra Small Business Development Center

Sierra Business Council

SBC Economic Development Partners

1. Business Technical Assistance
2. Broadband Implementation
3. Disaster Recovery
4. Government Affairs & Advocacy
5. CEDS – *Comprehensive Economic Development Strategy*



Benefits of an Economic Development Partnership

- Comprehensive Economic Development Strategy (CEDS)
- Grant Administration (PWEAA, CAMEG & ARPA)
- Vulnerability Assessment & Resilience
- Representation in Wood Products Task Force
- Legislative support & Advocacy for rural issues
- Rural Housing Assistance
- Synergies with CERF



EDA'S INVESTMENT PROGRAMS

-  **Public Works**
-  **Economic Adjustment**
-  **Planning & Technical Assistance**

EDA'S INVESTMENT PRIORITIES

-  **Equity**
-  **Recovery & Resilience**
-  **Workforce Development**
-  **Manufacturing**
-  **Technology-Based Economic Development**
-  **Environmentally-Sustainable Development**
-  **Exports & Foreign Direct Investment**

CEDS Process

Begin where we are

- SWOT & PEST
- Stakeholder Engagement
- Materiality Assessment

Develop Strategy

- Vision and Values of Region
- Long Term Objectives
- Feasibility

Draft CEDS

- Set Priorities
- Tactical goals
- Performance Metrics
- Review

Implement Projects

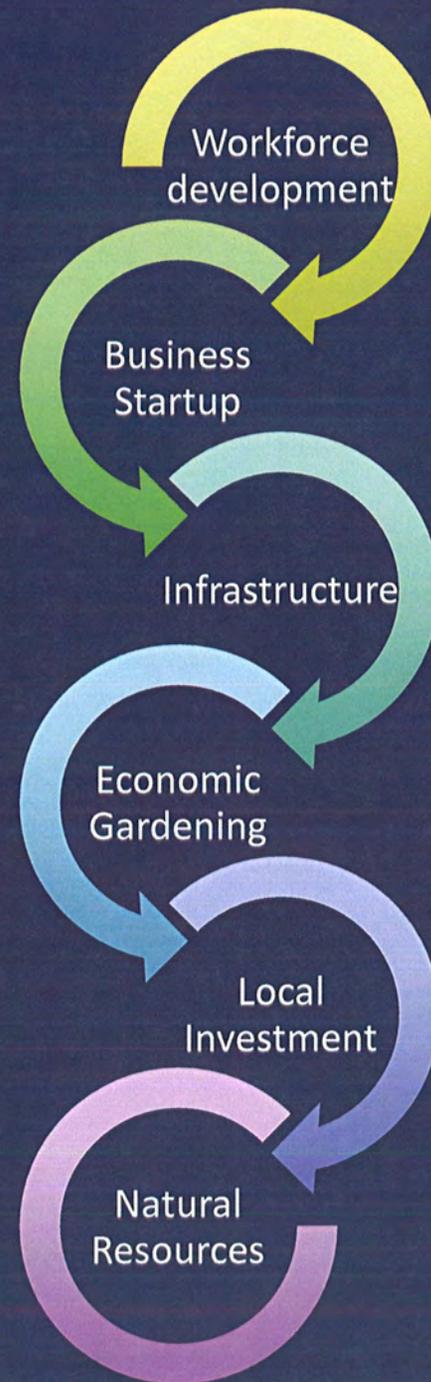
- Work with Counties to fund and build projects

Sierra CEDS Focus Areas - 2018

1. Catalyze Economic Diversification
2. Facilitate Innovation & Entrepreneurship
3. Expand Broadband Infrastructure for Inclusive Economic Development
4. Build Community Resilience through Wildfire & Flood Protection Efforts
5. Protect Natural Capital by Advancing Forest Health & Biomass Opportunities

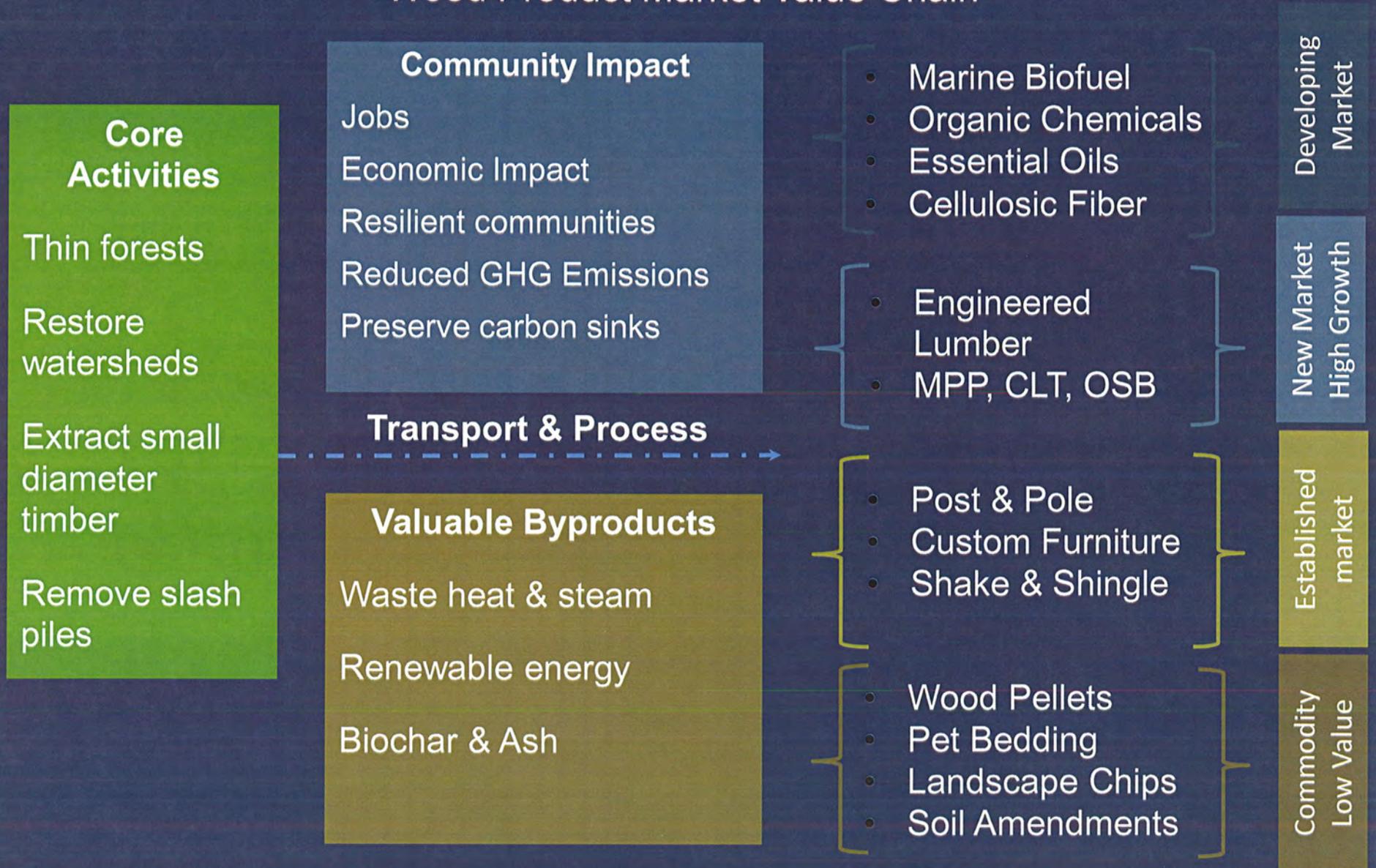
Systemic Approach to Economic Diversification & Resilience

Level of Commitment

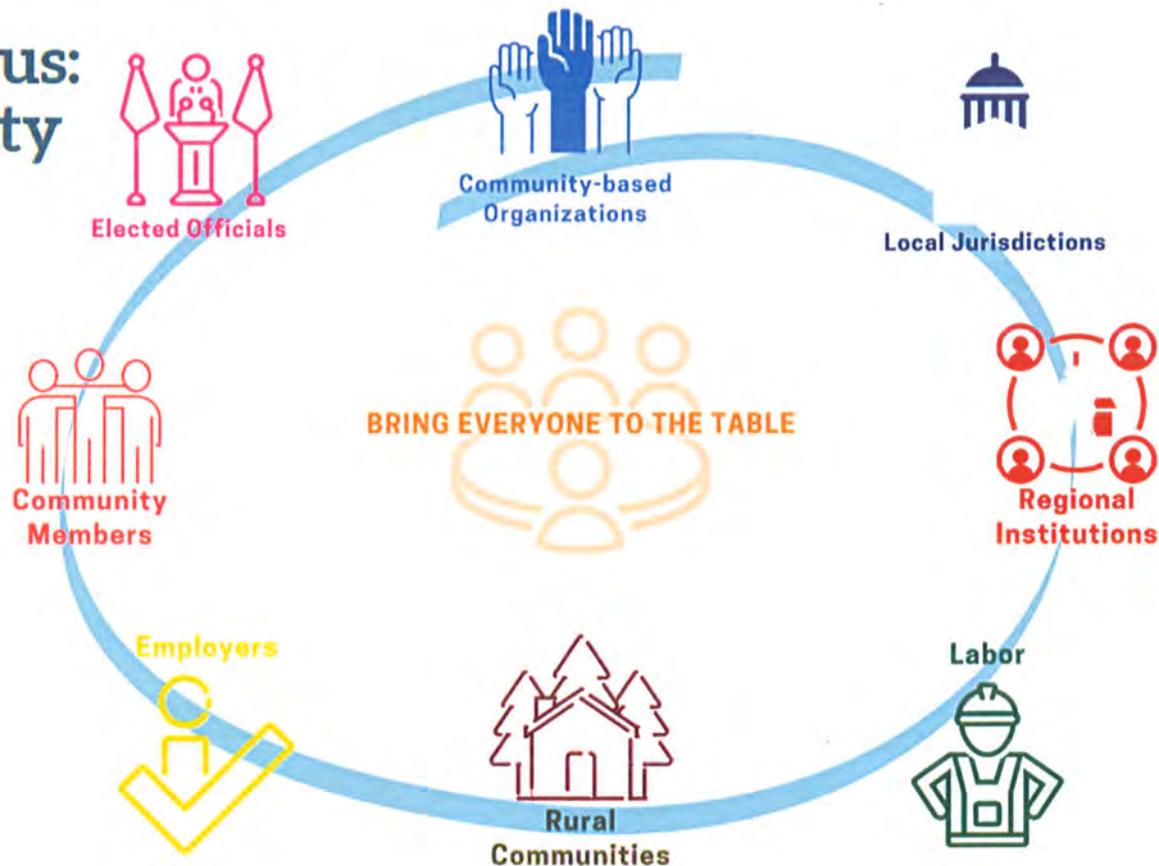


Forest Health & Biomass

Wood Product Market Value Chain



CERF Focus: Inclusivity



- ONE TIME Planning & Implementation Funding through ARPA
 - Recover from COVID-19 Pandemic
 - Transition to Carbon Neutral Economy
 - “High Road Transition Strategies”
- Planning grants: \$5 million per region

You never change things by fighting against existing
reality...

you must build a new model that makes the old
model obsolete

Buckminster Fuller

Questions?

Kristin York

Vice President – Sierra Business Council

530-582-4800

**COUNTY SERVICE AREA # 12
PLUMAS COUNTY**

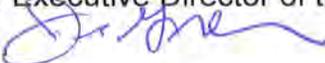
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323

AGENDA REQUEST

for the April 5, 2022, Meeting of the Governing Board of CSA #12

Date: March 28, 2022

To: Honorable Governing Board

From: Jim Graham, Executive Director of the Plumas County Transportation Commission 

Subject: Review and approve on Amendment #1 to the Transit Operations contract between Plumas Rural Services and CSA #12 for the operation of Plumas Transit Systems; discussion, possible action and possible direction to staff.

Background:

The base term of the Transit Operations contract between Plumas Rural Services and CSA #12 will expire on June 30, 2022. Per the terms of the contract, three 1-year option year extensions are allowed provided that both parties agree to the extension and the operator has satisfactorily complied with the terms of the contract.

Exercising the contract option year extension is allowed if both parties agree in writing and only if Caltrans Division of Rail and Mass Transportation provides written concurrence for the contract extension. Both parties have agreed to the extension and Caltrans Division of Rail and Mass Transportation has concurred with the contract extension to June 30, 2023. Following this amendment, two more option year extensions are allowed.

Recommendation:

The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair to execute, Amendment No. 1 to the existing Transit Operations contract.

Attachments:

- 1) Amendment No. 1 to the Transit Operations contract for operation of Plumas Transit Systems
- 2) Concurrence letter from Caltrans Division of Rail and Mass Transportation

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:
Plumas Rural Services

By: _____
Name: Michele Pillar
Title: Executive Director
Date signed: _____

COUNTY SERVICE AREA #12:
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Kevin Goss
Title: Chair, CSA #12
Date signed: _____

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed: _____

Approved as to form:

 _____ 2/18/2022
Joshua Brechtel
Deputy County Counsel I



DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION MS 39
1120 N STREET
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 654-8811
FAX (916) 654-9366
TTY 711
www.dot.ca.gov

*Making Conservation
A California Way of Life.*

February 18, 2022

Plumas County Transportation Commission
Jim Graham, Executive Director
1834 E. Main St.
Quincy, CA 95971

Dear Mr. Graham:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities undertaken by your agency comply with:

- 2 CFR Part 1201 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance

DRMT FTA Programs Procurement Oversight Branch **approves** County Service Area #12's Amendment No. 1 to *County Service Area #12 Plumas Transit System Operations Contract* with Plumas Rural Services, Inc., to exercise the first of three one-year options, to extend the contract term by one year, per Section 15, *Term and Renewal*. Amendment No. 1 may be executed. Reference 621.

This approval is limited to July 1, 2022 through June 30, 2023, as follows, per Section 8, *Compensation*:

Cost Elements	Base Contract FY 2019/20 thru FY 2021/22	Optional Extensions FY 2022/23 thru FY 2024/25
Vehicle Revenue Service Hours	6,500	6,500
Price Calculation		
Fixed Hourly Rate	\$57.04	\$61.43
Fixed Monthly Rate	\$30,186.33	\$32,347.33
Fixed Hourly rate X 6,500 (A)	\$370,760.00	\$399,295.00
Fixed monthly Rate X 12 (B)	\$362,235.96	\$388,167.96
Total Maximum Annual Cost (A+B)	\$732,995.96	\$787,462.96

Contract modifications are allowable when the modification does not substantially change the contract scope of work from the original solicitation, competitors could have reasonably anticipated the changes to the contract, the modification would not have had a substantial impact on the field of competition for the original contract award, and the modification does not trigger a material difference or cardinal change to the contract.

Third-party contracts, modifications, and exercising optional periods of performance require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts, modifications, or option years without prior approval risk being denied FTA reimbursement.

Before exercising contracted option periods, subrecipients must make a price reasonableness determination documenting that the option price is better than prices available in the market at the time the option is exercised.

**Please email a copy of the executed contract modification to
 Daniel.Yerushalmi@dot.ca.gov.**

For questions about this procurement review letter, please contact Daniel Yerushalmi at Daniel.Yerushalmi@dot.ca.gov or (916) 653-3088. This approval is

Mr. Graham
February 18, 2022
Page 3

contingent upon meeting FTA 5311 program requirements. For questions about FTA 5311 grant procedures, please contact your 5311 program liaison.

Sincerely,



FRANK NEVITT, Chief
FTA Programs Procurement Oversight Branch
Caltrans Division of Rail and Mass Transportation

C: Cayman Morgan
Daniel Yerushalmi

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: March 25, 2022

To: The Honorable Board of Supervisors

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

Subject: Consultant for the Auditor's Office

RECOMMENDATION:

Approve the Services Agreement with Delana Lindsay for consultant services to the Auditor's office to complete the annual audit and facilitate the payroll conversion to Munis.

BACKGROUND:

The assistant auditor/controller position will be vacant after the current employee retires on May 31, 2022. The annual audit has an extension to September 30, 2022 from the State controller. The audit and preparation of the County financial statement require detailed knowledge and an extensive time commitment. The consultant was recommended by Trindel and a zoom meeting with Dave Nelson, Trindel and Gabriel Hydrick, County Administrator with Delana Lindsay showed that she has the skillset needed to complete the necessary work as shown in exhibit A Scope of Work.

Here is a biography that Delana Lindsey submitted.

Delana Lindsey is a Certified Government Financial Manager, CGFM, with seven years of local government accounting experience and over ten years in private industry. Delana started working for Alpine County in March 2015. Originally hired as the Chief Deputy Auditor/Controller and later promoted to Assistant Auditor/Controller in December of 2017. Delana grew up in Santa Cruz California and moved to South Lake Tahoe when she was eighteen. While working at Kirkwood Mountain Resort, for three seasons as a lift operator, she received an Associate's Degree from Lake Tahoe Community College. She then transferred to California State University Long Beach and attended the College of Business and received a Bachelor of Science Degree with concentration in Accountancy. In her early career moving back to Santa Cruz after graduation, she worked for a midsize company, Santa Cruz Biotechnology. Later transitioning back to the Tahoe area, she worked as the Accountant for the Tahoe Keys Marina. Most recently Delana sold her house in Minden Nevada and bought a small ranch in Colorado where she has continued to contract training services with Alpine County.

The Services Agreement is flexible with ten to twenty hours per week. The current Auditor's office budget can cover the consultant cost to the end of the fiscal year with payroll savings from the open positions of Auditor and Accountant Auditor II.

The acting auditor/controller respectfully requests the approval of the Services Agreement with Delana Lindsay for the time period ending September 30, 2022.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Auditor** (hereinafter referred to as "County"), and DELANA LINDSEY, a an individual (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 sixty-two thousand five hundred Dollars (\$62,500.00).
3. Term. The term of this agreement shall be from March 15, 2022 through September 30, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- 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.

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

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

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the

performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
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:
 Auditor/Controller
 County of Plumas
 520 Main Street, Room
 Quincy, CA 95971
 Attention: Bianca Harrison

Contractor:
 Delana Lindsey
 21480 La Piedra Point
 Fountain CO 80817

- 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. 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.

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

CONTRACTOR:

Delana Lindsey, an individual

By: _____
Name: Delana Lindsey
Title:
Date signed:

COUNTY:

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

By: _____
Name:
Title:
Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

EXHIBIT A

Scope of Work

Work with the County external auditors, Smith & Newell, on completion through the final approval by BOS and submittal of the Plumas County financials to the State, of the annual audit. The due date is now September 30, 2022.

Assist the County with the payroll conversion to Munis, including as the auditor office liaison on the project.

Contractor will report to the Auditor or Acting Auditor.

EXHIBIT B

Fee Schedule

Hourly cost of \$125.00. Expected to average around 20 hours per week. Contract not to exceed \$75,000.

Invoices are to be provided monthly which include the number of hours and activities worked.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2021

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

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

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Delana Lindsey 21480 La Piedra Pointe Fountain CO 80817	INSURER A: General Insurance Company of America 24732	
	INSURER B: Ohio Casualty Insurance Company 24074	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 64379255 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BWG63922546	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			USO63922546	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Proof of Insurance

CERTIFICATE HOLDER Delana Lindsey 21480 La Piedra Point Fountain CO 80817	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karen Warsalla <i>Karen Warsalla</i>

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PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER

Date: March 30, 2022

To: The Honorable Board of Supervisors

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

Subject: CalPERS Resolution to appoint retired Annuitant

RECOMMENDATION:

Approve the attached CalPERS Resolution to appoint retired annuitant Janice Elaine Cardoza as extra help to the auditor's office and authorize the appointment.

BACKGROUND:

With the retirement of Elaine Cardoza from the auditor's office on January 7, 2022 the payroll submission and insurance payments have been performed by another staff member. Training has not been sufficient to ensure timely processing of CalPERS and insurance. There has been insufficient staff to perform those duties. The current Auditor Accountant II who performed those duties is on long-term sick leave in addition to having had minimal training.

CalPERS will allow the appointment of a retired annuitant under government code section 7522.56 & 21224 with an exception for critical need. This is such a situation. The Accountant Auditor position is in open recruitment, which includes the responsibility for CalPERS submissions, insurance and benefits as well as payroll tax submission. The newly appointed Payroll Specialist I needs training in order to perform those responsibilities and submit required reports on time. The return of the retired annuitant Janice Elaine Cardoza will fill this immediate need for intense training and submission of data by the required deadlines.

The Acting Auditor/Controller respectfully requests the approval of the resolution for 180-day wait period exception from CalPERS and the authorization for the appointment.

RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION

Gov. Code sections 7522.56 & 21224

April 5, 2022

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the (governing body name) must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Janice Elaine Cardoza, CalPERS ID 5756157386, retired from Plumas County in the position of Accountant Auditor II, effective January 8, 2022 and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Plumas County Board of Supervisors, the Plumas County and Janice Elaine Cardoza certify that Janice Elaine Cardoza has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Plumas County Board of Supervisors hereby appoints Janice Elaine Cardoza as an extra help retired annuitant to perform the duties of the Accountant Auditor II for the Plumas County under Gov.Code section 21224 effective April 5, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Janice Elaine Cardoza and the Plumas County has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed

the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$5,248.52 and the hourly equivalent is \$30.25 hourly, and the minimum base salary for this position is \$4,312.53 and the hourly equivalent is \$24.88; and

WHEREAS, the hourly rate paid to Janice Elaine Cardoza will be \$30.25; and

WHEREAS, Janice Elaine Cardoza has not and will not receive any other benefits, incentives compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Plumas County Board of Supervisors hereby certifies the nature of the appointment of Janice Elaine Cardoza as described herein and detailed in the attached job description, Exhibit A and that this appointment is necessary to fill the critically needed position of Accountant Auditor II for the Plumas County by April 5, 2022 because of critical need.

The Accountant Auditor position is in open recruitment, which includes the responsibility for CalPERS submissions, insurance and benefits as well as payroll tax submission. The newly appointed Payroll Specialist I needs training in order to perform those responsibilities and submit required reports on time. The return of the retired annuitant Janice Elaine Cardoza will fill this immediate need for intense training and submission of data by the required deadlines.

The foregoing, Resolution No. 22- _____ 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 5th day of April, 2022 by the following vote:

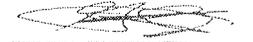
AYES:
NOES:
ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Director Tony Hobson, Ph.D.

DATE: April 5, 2022

TO: Honorable Board of Supervisors

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

RECOMMENDATION

1. It is respectfully requested the Board of Supervisors approve and authorize Chair to sign Resolution Authorizing Behavioral Health Director Tony Hobson Ph.D., to sign The State of California Department of Health Care Services, Quality Improvement Program CalAIM Program Improvement Plan.
2. It is respectfully requested the Board of Supervisors approve and authorize Chair to sign Resolution to declare items held by Behavioral Health are surplus and allow donation to be made to Plumas Charter School.

Background and Discussion

1. The State of California Department of Health Care Services, Quality Improvement Program CalAIM Program Improvement Plan sets forth the conditions and requirements that Plumas County must meet in order to receive funding. Plumas County Behavioral Health will prepare for changes in the CalAIM initiative Senate Bill 129 Chapter 69; and other approved administration priorities W&I Code 14184.405(a) The guidance is implemented from CalAIM and focused on payment reform W&I Code 14184.403 behavioral health policy changes W&I Code 14184.402 and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries. This Resolution has been approved to form by County Counsel.

2. Items held by Behavioral Health are surplus, respectfully requesting Board of Supervisors allow donation to be made to Plumas Charter School. This Resolution has been approved to form by County Counsel.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all the above agreements.

RESOLUTION NO. 22-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, THE CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (Cal-AIM) BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM AN INCENTIVE PAYMENT PROGRAM TO SUPPORT MENTAL HEALTH

WHEREAS, The State of California Department of Health Care Services, Behavioral Health Quality Improvement Program: CalAIM, Program Implementation Plan and Instructions for County Behavioral Health Plan sets forth the conditions and requirements that Plumas County must meet in order to receive funding.

WHEREAS, Plumas County Behavioral Health will prepare for changes in the CalAIM initiative Senate Bill 129 Chapter 69; and other approved administration priorities W&I Code 14184.405(a) The guidance is implemented from CalAIM and focused on payment reform W&I Code 14184.403 behavioral health policy changes W&I Code 14184.402 and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

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

Approve State of California Department of Health Care Services, Behavioral Health Quality Improvement program: CalAIM. Authorize County Behavioral Health Director to sign any documents pertaining to this program, plan or funding as the Board’s designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of April 2022 by the following vote:

- AYES:
NOES:
ABSENT:
ABSTAIN:

Chair, Plumas County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

Item 5B2

Plumas County, California

RESOLUTION NO. 22-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DECLARING ITEMS POSSESSED BY PLUMAS COUNTY BEHAVIORAL HEALTH ARE SURPLUS AND TO AUTHORIZE THE DONATION OF SAID ITEMS TO THE PLUMAS CHARTER SCHOOL

WHEREAS, the Plumas County Behavioral Health department has, in its possession, a collection of items and material (attached and incorporated by reference in Attachment A) donated by Mountain Visions, the bulk of which was received prior to 2010; and

WHEREAS, the Plumas County Behavioral health department has placed this material in storage and it has been unused and untouched and no plans are being made to utilize it; and.

WHEREAS, under Government Code § 25372 the board of supervisors may donate or lease any real or personal property that the board declares to be surplus to any public agency or organization exempt from taxation; and

WHEREAS, the Plumas Charter School is registered as a 501(c)3 entity with the State of California and is therefore a public organization exempt from taxation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this Board declares that the material in Attachment A and in the possession of the Plumas County Behavioral Health department is surplus; and

RESOLVED, FURTHER, that the material in Attachment A be donated to the Plumas Charter School to be used for the benefit of the students attending the school.

PASSED AND ADOPTED this 5th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Heidi White,
Clerk of the Board

Approved as to form:


Joshua Bregg
Deputy County Counsel I

ATTACHMENT A

Item	Quantity
Nalgene Bottles	7
Katadyn Water filters new in Box	9
Katadyn water Filters used and parts	20
Ski Goggles	29
Black Diamond Shelters	3
Water Rescue Throw Bag	1
Crazy Creek Chair	1
Black Diamind Mittens	2 Pair
Edelrid climbing helmets	4
Shorts and pants bin	10 pair
Gloves and mittens	20 pair
Deuter Backpacks	4
Mummy Sleeping Bags	7
Vole Skis	1 pair
Black Diamond Ski Skins	1 pair
Salomon Ski Boots	1 pair
Sleeping Pads	12
Climbing Nuts	6
GriGri	1
Figure 8	1
Climbing Shoes	7 Pair
Mesh Bags	20
NRS Straps	20
Sam Splint	2
Snow Shoes	9 pair
Egg Crates	4
Fry Pans	3
Whisper Light Stove	1
Snow Boarding Helmets	23
Gregory Backpacks	2
Snowboarding Boots	31 pair
Split Board Repair Kit and Parts	1
Stove Fuel Cans	12
Food Scale	1
Battery Tester	1
Split Board Skins	20
Climbing Ropes	3
Climbing Harnesses	24
Pie Makers	3
Fleece Pants	10
Food duffle bags	21
Shovels	6
Socks	10 pair

Gloves and mittens	15 pair
Ziplocks	5 boxes
Mosquito Netting box	1
Plastic Organization Tubs	26
Fleece Shirts	20
Climbing Helmets	9
First aid supplies small box	1
Feminine supplies box	1
water treatment batteries	20
Ski Pants	20
Knit hats	20
knee pads	6 pairs
Wrist guards	10
Camp bowls	20
Spoons	20
snow jackets	17
Cook pots	10
Headlamps	2
Wildfood Survival Book	1
Snow Boards	19
Ski Poles/Trekking Poles	10 pair Need to locate
Stoves	6 Need to locate

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson, Ph.D, Director

DATE: April 5, 2022
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Behavioral Health Director 
SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Mental Health Services Act Coordinator position.

Recommendation

1. Approve the filling of the vacant, allocated positions of 1.0 Mental Health Services Act Coordinator within Department 70571, which was already allocated and funded in the 2021-2022 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 Mental Health Services Act Coordinator position which was created due to resignation. The position will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE
CURRENTLY ALLOCATED IN 20-21 BUDGET
1.0 FTE Mental Health Services Act Coordinator

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Mental Health Services Act Coordinator position is a legitimate business justification due to the financial, programmatic and budgetary oversight necessary to the management of the Mental Health Services Act within the Behavioral Health Department. This position ensures that services and programs are in compliance with guidelines set forth by the Act and DHCS.**
- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, such as assisting the Director to plan, develop, and coordinate education and training services as outlined in the Mental health Services Act (MHSA) and is responsible for implementation and compliance of all related programs.**
- How long has the position been vacant? **The former MHSA Coordinator resigned on 4-1-2022. Since that time, the Director has assumed the role. It is a large amount of work for the Director to manage with all the demands of a large department.**
- Can the department use other wages until the next budget cycle? **Other wages are not suitable in recruiting, hiring, and retaining a MHSA Coordinator.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size have an MHSA Coordinator along with support staff to manage the program.**
- What core function will be impacted without filling the position prior to July 1? **Time sensitive Act requirements would be negatively impacting of the funding without the oversight of the 3-year plan and updates the state mandates.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue from the State without proper management of revenue and expenditures. The implementation of the MHSA program is time consuming and requires attention to detail.**

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **No impact is expected as funding is secure and ongoing.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. The Department Reserve account has reached the Program defined maximum amount and funds received from interest are transferred back into the cash account.**

MENTAL HEALTH SERVICES ACT COORDINATOR

DEFINITION

Under general direction, plans, develops, and coordinates education and training services as outlined in the Mental Health Services Act (MHSA) and is responsible for the implementation and compliance of all related programs. Performs mental health clinical services and related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a single level classification that is to provide mental health clinical and administrative services; and to coordinate the programs funded under California's Mental Health Services Act (MHSA), also known as Proposition 63. MHSA represents a comprehensive approach to the development of community based mental health services in which the Act addresses a broad continuum of community services and supports, prevention and early intervention, and technology and innovation, as well as workforce education and training that will effectively support all components of MHSA.

REPORTS TO

Mental Health Director or Mental Health Deputy Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Providing programmatic supervision of professional and support staff of Mental Health

MENTAL HEALTH SERVICES ACT COORDINATOR - 2

EXAMPLES OF DUTIES

A. MHSa Administrative example of duties

- Work with administration, supervisors, staff and consumers to develop and implement of MHSa program.
- Ensures that all services and programs are in compliance with guidelines set forth by the MHSa.
- Educate and train all new and current staff regarding the Wellness and Recovery Model.
- Leads activities that assist with the successful change in role from consumer to provider of services for adult and children systems of care.
- Conduct MHSa stakeholder meetings and public hearings and prepare documentation, as needed.
- Supervise other MHSa staff.
- Attend appropriate training and workshops to maintain current knowledge and understanding of the expectation, and requirements for MHSa programs
- Prepare MHSa reports as required.
- Assist in the coordination of community resources.
- Assist with development and maintenance of performance outcome measures.
- Attend all regularly scheduled Mental Health and MHSa staff meetings.
- Address cultural competency issues by attending and providing trainings and perform surveys as requested.
- Work with Quality Assurance Coordinator and other Mental Health staff to integrate MHSa services.
- Participate in annual MHSa program budget development.
- Participate in State MHSa Medi-Cal Compliance audit.
- Coordinate State site review of MHSa programs.
- Maintain professional conduct outlined in personnel policies and procedures.
- May teach new staff charting and data requirements for record keeping and billing.

B. MHSa Clinical Services:

Either directly provide or insure delegation of clinical duties, including but not limited to the following:

- Develop and provide MHSa clinical services.
- Conducts training surveys to assess feedback regarding immediate and long range needs that promote recovery and wellness, cultural competency, and consumer family partnership and participation.
- Leads activities that assist with the successful change in role from consumer to provider of services for adult and children systems of care.
- Triage individual cases to determine if appropriate for Mental Health services.
- Perform clinical evaluations.
- Develop assessment, service plan and disposition of cases.

MENTAL HEALTH SERVICES ACT COORDINATOR - 3

B. MHSA Clinical Services - continued:

- Perform as coordinator for cases assigned:
 1. Develop coordination plan that addresses needs in cases assigned.
 2. Liaison with other providers to assure that consumer is provided with services needed.
 3. Monitor the progress of cases assigned.
- Attend and participate in in-service training.
- Document all services provided to clients as required by regulations.
- Other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 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 environment with continuous contact with staff and public. Incumbent will be expected to attend off-site meetings and trainings; and may need to travel to satellite offices.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal, State, and local laws, rules, regulations, ordinances, and procedures relating to mental health programs and services.
- Standards, policies, procedures, rules, and regulations pertaining to the Mental Health Services Act.
- Principles and practices of public program development, contract development, and administration.
- Principles and practices of training, evaluating, and supervising subordinates.
- Principles of wellness and recovery and cultural competency in accordance with MHSA.
- Principles and practices of effective public speaking.
- Best practices in community outreach and public relations.

MENTAL HEALTH SERVICES ACT COORDINATOR – 4

Ability to:

- Develop, implement, and coordinate community outreach programs.
- Communicate effectively with the public and exercise interpersonal sensitivity with those of diverse backgrounds.
- Coordinates the efforts of multiple organizations and oversee various community programs.
- Develop and implement policies and procedures. Research, develop, and present a variety of narrative and/or statistical reports.
- Establish and maintain cooperative interpersonal relationships at all organizational levels, with public, and with other agencies.
- Maintain a high degree of initiative, maturity, integrity, accountability, creativity and good judgment. Maintain strong working relationships with multiple departments and agencies in the County and community.
- Read and understand complex laws and regulations.
- Write project proposals and develop programs.
- Negotiate contracts.
- Develop, prepare and present comprehensive reports and recommendations.
- Apply statistical methods to management analysis.

Training and Experience:

Equivalent to a Bachelor's degree from an accredited college or university in public administration, business administration, economics or related field. With three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

A Bachelor's degree from an accredited college or university with major course work in Psychology, Sociology or a related social science field; or completion of core college course work in psychology, sociology, or a related social science field. With three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

Possession of a master's degree in Social Work, Psychology, Counseling, Psychiatric Nursing or appropriate related field from an accredited institution. With possession of a license as a LCSW or MFCC issued by the California State Board of Behavioral Science Examiners or Clinical Psychologist by the Board of Medical Examiners. AND Three (3) years of full-time, paid experience involving the development, implementation, and/or coordination of mental health, health, or human service programs.

Or

MENTAL HEALTH SERVICES ACT COORDINATOR – 5

Training and Experience - continued:

Applicable full-time paid Mental Health Services Coordinator experience involving the development, implementation and/or coordination of mental health, health, or human service programs can be substituted for the college degree.

Special Requirements:

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

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

Plumas County Behavioral Health Department
March 2022

Director
Tony Hobson

Administrative Services Officer Vacant	Behavioral Health QA/QI Manager Jessica McGill	MHSA Coordinator VACANT	Unit Supervisor - Nursing Eliza Fletcher	Unit Supervisor Kathy Schwartz	Unit Supervisor Sharon Sousa	Continuing Care Coordinator Jevelia Martinez-Sanchez
Management Analyst Che Sherman	Screening Analyst Sam Schoppa	BH Site Coordinator Annika Peacock	Behavioral Health LVN Jessica Ayotte	BH Therapist III Matt Ward	BH Therapist III Krista Floyd	BH Case Management Specialist (MHI) Fudge Corbett
Fiscal Officer Kyle Hardee	Case Management Specialist (MHI) Wayne Higdon	BH Site Coordinator Rhonda Reames	Extra Help Nurse VACANT	BH Therapist III Carla Latta	BH Therapist III Eric Finkbeiner-Chavez	BH Case Management Specialist (MHI) Angie Torres
Support Services Technician Sam Chandler	BH Therapist III VACANT	BH Site Coordinator Dakota Mergemuth-Davis		BH Therapist III Giff Conroy	BH Therapist III Janet Ruffolo	BH Case Management Specialist (MHI) Lisa Schrage
Support Services Technician Wayne Lowry	Clinical Research Specialist Robert McGill			BH Case Management Specialist (MHI) Jill A. Gilmore	BH Therapist III Meggie Hopper	BH Case Management Specialist (MHI) Ray Brown
	Administrative Assistant (MHI) Alycia Miller			BH Case Management Specialist (MHI) VACANT	BH Therapist III Lorela Lamprecht	BH Case Management Specialist (MHI) Kessalynn
	Administrative Assistant (MHI) VACANT			BH Case Management Specialist (MHI) Christina Curran	Extra Help Therapist Vacant	BH Case Management Specialist (MHI) Meredith Eubank
				Extra Help Therapist Vacant		Extra Help PEER Sharon Farrigan

44- Funded and Allocated in 20/21
43- Allocated and Funded 21/22
04- Vacant Positions
(Pink boxes Extra Help)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: April 5, 2022
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize Behavioral Health to pay \$78,320.00 invoice to Sutter Health Center for Psychiatry services.

BACKGROUND AND DISCUSSION:

1. Behavioral Health Staff along with Sutter Psychiatry Consultants determined that Plumas County resident would benefit from the advanced therapy services offered by Sutter Psychiatry. Over the past three years, our client has gained the ability to function in a more independent setting. Behavioral Health Staff are not able to prognosticate what kind of psychological treatments our clients will require, for that reason Behavioral Health did not have a contract with Sutter Health.

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



Central Business Office

9100 Foothills Blvd,
Roseville, CA 95747

Mailing Address:
P.O. Box 619010
Roseville, CA 95661-9998

Phone: 855-398-1633

02/25/2022

Patient:
DOB:
DOS:
Account#: 1 (PCN-patient control number-top right of claim)

Dear Plumas County,

We billed total claim of \$214,911.81 at \$1723 per diem for Room and Board psychiatric bed, however, we expect reimbursement rate at host county rate since we do not have contract with Plumas County. Host county rate is \$979 per diem which is a total of \$78,320 expected reimbursement from Plumas County for this claim. Please see attached rate sheet agreement from host county. Please mail check to address of PO BOX 278510, Sacramento, CA 95827-8510 which is shown on our W9 that I have attached as well.

If you have any further questions, please reach out to me at the contact information provided below.

Thank you,

Sincerely,

Ashley Javidan
Resolution Team Member
Sutter Health
(916) 297-8699
javidaa@sutterhealth.org

SUTTER CENTER FOR PSYCHIATRY SUTTER CENTER FOR PSYCHIATRY
7700 FOLSOM BOULEVARD PO BOX 278510
SACRAMENTO CA 958262608 SACRAMENTO CA 958278510
8553981633 916-297-8699

30 FNL CNTL #
31 MED REC # 6
32 STATEMENT COVERS PERIOD THROUGH
0114

8 PATIENT NAME a
9 PATIENT ADDRESS a
10 BIRTHDATE b
11 SEX
12 DATE OF BIRTH
13 ADMISSION HR
14 TYPE
15 SRC
16 DHR
17 STAT
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29 ACCT STATE 30

31 OCCURRENCE DATE CODE
32 OCCURRENCE DATE CODE
33 OCCURRENCE DATE CODE
34 OCCURRENCE DATE CODE
35 OCCURRENCE SPAN FROM THROUGH CODE
36 OCCURRENCE SPAN FROM THROUGH CODE
37

38 PLUMAS COUNTY MENTAL HEALTH
270 COUNTRY HOSPITAL ROAD
SUITE 109
QUINCY, CA 95971
39 CODE VALUE CODES AMOUNT
40 CODE VALUE CODES AMOUNT
41 CODE VALUE CODES AMOUNT

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0124	PSYCH/2BED	1757.00		80	140560.00		
0250	PHARMACY			99	57324.81		
0258	IV SOLUTIONS			6	450.00		
0301	LAB/CHEMISTRY			2	565.00		
0306	LAB/BACT-MICRO			3	275.00		
0307	LAB/UROLOGY			1	92.00		
0309	LAB/OTHER			2	74.00		
0901	ELECTRO SHOCK			6	11430.00		
0914	PSYCH/INDIV RX			6	4140.00		

*PT Discharged
Med. Care
Satisfied*

0001 PAGE 1 OF 1 CREATION DATE 020122 TOTALS 214911.81

50 PAYER NAME 51 HEALTH PLAN ID 52 REL INFO 53 ASG BEN 54 PRIOR PAYMENTS 55 EST. AMOUNT DUE 56 IPI 57 OTHER PF ID
MEDICARE A AND B PLUMAS COUNTY MENTAL H Y Y 181 42 214911 81 211126 83 1952350944

58 INSURED'S NAME 59 P.REL 60 INSURED'S UNI QUE ID 61 GROUP NAME 62 SURANCE GROUP NO

63 TREATMENT AUTHORIZATION CODES 64 DOCUMENT CONTROL NUMBER 65 EMPLOYER NAME
89324362035

66 F323 Y R64 Y R4701 N E11649 N I959 N F061 Y I2510 Y E039 Y R627 Y 68
67 Z7982 Z7984 Z6820 K5900 Y Z20822 Y M8580 Y E7800 Y R7989 N 493 N

69 ADMIT DX 70 PATIENT REASON DX 71 PPS CODE 72 ECI 73
F323 885
74 PRINCIPAL PROCEDURE DATE 75 OTHER PROCEDURE DATE 76 AT TENDING NPI 1447694542 QUAL
GZB2ZZZ 032521
77 OPERATING NPI 1518940774 QUAL
78 OTHER ZZ NPI 1841396471 QUAL GA46537
79 OTHER NPI QUAL
LAST VORONINA FIRST KSENIA
LAST BERMUDEZ FIRST RICHARD
LAST GOODMAN FIRST THEODORE
LAST FIRST

0 REMARKS EOB ATTACHED B328300000X
shaulk
04 CMS-1450 © 2005 NUBC OMB APPROVAL PENDING NUBC LIC 9213257 THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF

Item 5C



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

Date: March 22, 2022
To: Plumas County Board of Supervisors
From: Charles White, Director of Building Services, County of Plumas
Subject: Staff Report on Proposed Implementation of a Short-Term Rental Ordinance

Honorable Board of Supervisors,

Issues with TOT taxes not collected from all short-term rentals have come up in the last year that has brought into question the subject of the County not having a short-term rental Ordinance. Two meetings were conducted with Department Directors from Building, Planning, Tax Collector, County Counsel, and Environmental Health. A number of STR ordinances were reviewed from other municipalities, and were found to require a great deal of staff oversight to implement and maintain. To adopt an STR ordinance at this time would require additional staff time to the point that it could not be properly managed without adding staff for the Planning Department, Building Department, and Code Enforcement Division. Dependent on what additional revenue from licensing fees of short-term rentals would be through an STR Ordinance, it would likely not be enough to pay for the program.

The core issue was determined to be TOT taxes that are not being collected on many single-family residences, accessory dwelling units, or camping venues being used as short-term rentals. The Tax Collector's Office is currently using a third party, Granicus, to determine the number of short-term lodging units within the county. Their findings can be used to gather the information necessary to contact these owners and collect the TOT taxes. The current TOT Ordinance already includes language for enforcement. There are also currently Ordinances in place to deal with any of the nuisance issues that can occasionally come up from short-term rentals to be enforced through either Code Enforcement or the Sheriff's Office. The staff recommendation is to continue to pursue unpaid TOT taxes with the assistance of Granicus, and not create an independent, short-term rental ordinance at this time.

Charles White
Director of Building Services
County of Plumas

CC: Tracey Ferguson, Gretchen Stuhr, Julie White, Rob Robinette



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971
(530) 283-6303 • Fax (530) 283-6340

Date: April 5, 2022
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Request to Expand Potential Hiring Pool for Deputy District Attorney I, II, III or Assistant DA

A handwritten signature in blue ink, likely of David Hollister, the District Attorney.

Recommendation:

- A. The District Attorney requests approval for Human Resources to accept applications from and interview, 3rd year law students, recent law school graduates, and law school graduates awaiting their results from the California Bar Examination.
- B. The District Attorney requests approval to make an offer of employment to a 3rd year law student, recent law school graduate, and law school graduate awaiting their results from the California Bar Examination conditioned on their passing of the California Bar Examination.

Background and Discussion

On November 2, 2021, the District Attorney's office received Board approval to start an open recruitment and create a finalist list to hire a Deputy District Attorney I/II/III or Assistant District Attorney position.

For the first time in twenty years, Human Resources has not received a single application for an open Deputy District Attorney position. While the District Attorney's Office is mindful hiring for prosecutors throughout California has been challenged as of late, the problem is particularly acute when coupled with Plumas County's recent fire, lack of housing and lower pay. To overcome these hurdles, the DA's office engaged in the direct mailing of employment fliers to all California DAs' offices as well as all California law schools. It is my hope these actions, coupled with this requested item will allow the DA's office to identify a suitable candidate and bring that person to Plumas County for employment as a DDA or ADA.

The District Attorney is requesting the ability to have Human Resources accept applications from, and interview, 3rd year law students, recent law school graduates, and law school graduates awaiting their results from the California Bar Examination.

If a qualified applicant is found, the District Attorney is requesting the approval to make an offer of employment conditioned on the applicant passing of the California Bar Examination.

Said modifications do not alter the job qualifications of the Deputy District Attorney I, II, or III classifications and, simply, expand the potential employee pool.



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

Date: March 18, 2022
 To: Honorable Board of Supervisors
 From: Rob Robinette, Interim Director
 Re: Agenda Item for April 5, 2022

Recommendation:

Authorize Environmental Health to fill an allocated and approved position:

- 1.0 FTE "Environmental Health Specialist I/II/III" or "Hazardous Materials Specialist I/II/III" at the pay level up and including Step Five 5 (E) for an applicant with extraordinary qualifications, as determined by the Director of Environmental Health.

Background and Discussion:

This vacated position was created by resignation. This position is authorized for recruitment and funded for FY21-22 as "Environmental Health Specialist I/II or Hazmat Specialist I/II"; however, in order to attract and retain a very qualified and experienced candidate, Env Health requests authorization to hire up to the Specialist III level, at a pay rate up to and including "Step 5 (E)" depending upon candidate's qualifications, as determined by Director of Environmental Health.

This on-going vacancy leaves Env Health with a 25% reduction in professional field staff, with only three (3) field inspection staff to accomplish tasks allocated for four (4) staff. In addition, one (1) of these field staff members is already serving as interim director which leaves little time to conduct field tasks. The filling of this vacated position is vital to the function and efficiency of Environmental Health, especially in the area of Hazardous Materials programs.

The continued operation of Environmental Health with a 25% reduction in professional field staffing level could result in the loss of local control of regulatory programs to Cal EPA, the CA Water Board, other CA State agencies, combined with the loss of grant, contract, and sanitation service revenue due to unfulfilled taskings.

Until this position is filled, and the new staff receives sufficient training and obtains the necessary certifications, significant delays in service capacity and response times are anticipated in all Environmental Health program areas.

In order to minimize these impacts, the Board is requested authorize the refilling of this position with the flexibility to match the hiring level with the candidate's qualifications.

A Critical Staffing Questionnaire, a Staffing Allocation Report, a Departmental Organization Chart, and the Position Descriptions are attached for your review.

If you have any questions, please do not hesitate to contact me at 283-6593.

Thank you.

Enclosures: Critical Staffing Questionnaire
 Allocations Report for FY21-22
 Organization Chart
 Environmental Health and Hazardous Materials Specialist Position Descriptions

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2021/2022
March 18, 2022

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

Yes, the requested Environmental Health Specialist or Hazardous Materials Specialist I//II/III position is critical for workload, customer service, business needs.

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

This vacancy reduces professional field staff by 25%. Combine this vacancy with the currently vacant department director position, the total staffing level for Environmental Health professional field staff is less than 25%.

This reduced level of staffing severely limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, limits food safety investigations, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

The resignation was effective in October 2021.

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

No other wages are currently budgeted. One (1) permanent full-time replacement employee is needed.

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

Unknown

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

The spring and summer are the most impactful time for Env Health field services, as such the lack of staff to perform in these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

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

The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:

- ***Sanitation Services such as: drinking water, swimming pools, store and use hazardous materials, and food service.***
- ***Grants such as: "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].***

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2021/2022
March 18, 2022

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

N/A

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

None known

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

N/A

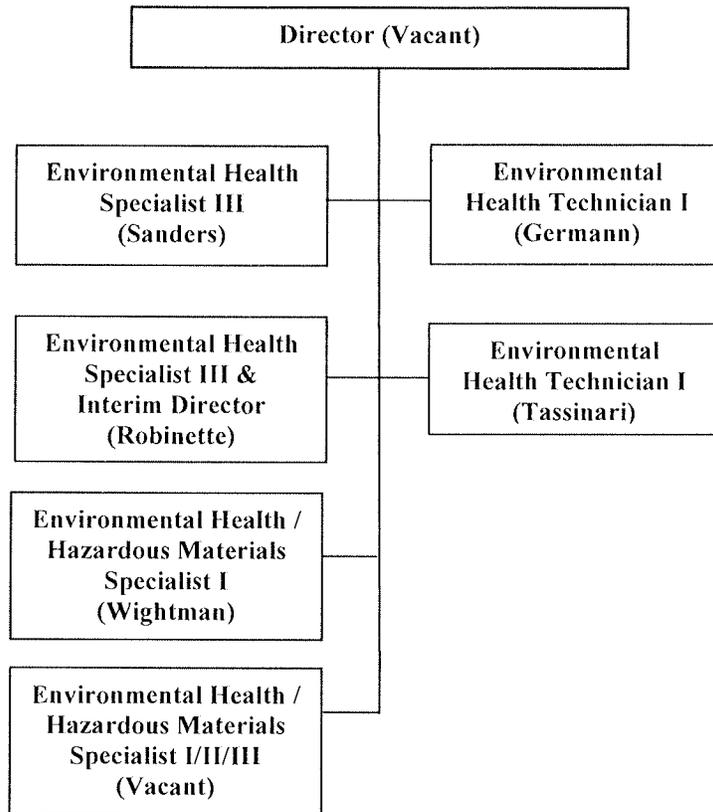
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

This position is funded and allocated. Funding comes from a variety of sources including fees for services and portions from a variety of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for this position.

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

None known

ENVIRONMENTAL HEALTH



Environmental Health

Allocations 2021/2022				
CLASSIFICATION		21/22 Positions Adopted	Employee Names and FTEs	21/22 Positions Vacant
ENVIRONMENTAL HEALTH	20550			
Environmental Health Director		1.000	1.0 VACANT	
Senior Environmental Health Specialist		0.000	1.0 William Sanders - Env. Health Spec. (III)	
Environmental Health Specialist I/II/III OR		4.000	1.0 Rob Robinette - Env. Health Spec. (III) (Interim Dir.)	
Hazardous Materials Specialist I/II/III			1.0 Kathryn Wightman - HMS (I)	
			1.0 VACANT	
Environmental Health Technician I/II		0.000		
Environmental Health Aide		0.000		
Administrative Assistant I/II		2.000	1.0 Shireen Germann (II)	
			1.0 Rebecca Tassinari (II)	
Office Assistant I/II/III		0.000		
		7.000	5.0 filled	2.000

ENVIRONMENTAL HEALTH SPECIALIST III

DEFINITION

Under general direction, performs routine to the most complex sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; serves in a lead capacity in a designated area of environmental health investigation and enforcement; provides administrative support for the Director of Environmental Health; provides training for other staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Environmental Health Specialist class series. Incumbents in this class are registered Environmental Health Specialists and conduct a broad array of education, inspection and enforcement activities in all environmental health program areas, performing the most complex assignments. This class is also distinguished from the Environmental Health Specialist II classification by the requirement that incumbents are responsible to administer a designated environmental health program or programs, and provide supervision or lead direction to other staff.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Environmental Health Technician I/II and provides training and lead direction to other staff.

ENVIRONMENTAL HEALTH SPECIALIST III – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist III performs a broad array of environmental health program activities including the most complex investigations as needed.
- The incumbent conducts inspections to secure compliance with Federal, State, and local sanitation laws and regulations and serves as a program specialist in one or more of the following program areas:
 - Food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include:
 - Performs food facility inspections and advises food handlers and restaurant operators on correct methods of sanitation protection.
 - Conducts environmental health surveys of communities and confers with local officials on sanitation problems.
 - Makes inspections of public and private recreational facilities and swimming pools.
 - Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
 - Takes water, sewage, soil, and waste samples and interprets data.
 - Interprets environmental health laws and regulations for the public.
 - Reviews plans for new subdivisions and recommends suitable water and sewage installations.
 - Reviews and approves development and construction plans for compliance with Environmental Health regulations and standards.
 - Conducts on-site evaluations of sewage disposal systems.
 - Conducts studies and evaluates information regarding hazardous materials storage, treatment, disposal, reduction, and reuse.
 - Initiates legal actions resulting from non-compliance by issuing a notice to appear in court, filing a criminal complaint, or scheduling an administrative hearing.
 - Works with various environmental health committees.
 - Conducts training of staff.
 - Prepares and administers grants.
 - Prepares and submits complex studies and reports.
 - Conducts educational meetings with the public.
 - Testifies in court as expert witness.
 - Develops policies and procedures related to the specific program area assignment.
 - Provides administrative support for the Director of Environmental Health.
 - May administer the activities of a satellite office.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ENVIRONMENTAL HEALTH SPECIALIST III – 3

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules, regulations, requirements, and procedures governing environmental health, sanitation, and hazardous wastes.
- Chemical, biological, physical, and environmental sciences.
- Principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Methods and procedures for inspecting and correcting unsanitary conditions.
- Sampling techniques and standards.
- Grant administration.
- Functions and operations of related local, State, and Federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles of project planning, coordination and direction.
- Principles of training and work coordination.
- Principles and practices of quality customer service.
- Methods and procedures of staff supervision and evaluation.

Ability to:

- Perform the full scope of environmental health and hazardous waste investigations and inspections with minimal guidance and supervision, as well as the most complex assignments.
- Perform special assignments and/or administrative support for the Director of Environmental Health.
- Provide training and work coordination for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Interpret, apply and develop policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and sanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.
- Organize, plan, and lead the activities of specific environmental health programs.

REVISED: 05/2017

ENVIRONMENTAL HEALTH SPECIALIST III – 4

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience performing a variety of environmental health investigations and inspections equivalent to Environmental Health Specialist II with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Special Requirements: Possession of valid Environmental Health registration issued by the State Department of Health Services.

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

Some positions may require special training and/or certification as necessary for the area of assignment.

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

HAZARDOUS MATERIAL SPECIALIST III

DEFINITION

Under general direction, conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; provides training for other staff and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Hazardous Materials Specialist class series. Incumbents in this class conduct a broad array of education, inspections and enforcement activities in the hazardous material, hazardous waste and underground storage tank program areas. This class is distinguished from the HMS II by the requirement that incumbents are responsible for program management and administration.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and training for Hazardous Materials Specialist I and II

HAZARDOUS MATERIAL SPECIALIST III - 2

EXAMPLES OF DUTIES

- The Hazardous Material Specialist III performs a broad array of hazardous material management program activities including the most complex investigations as needed.
- The incumbent conducts inspections to secure compliance with Federal, State and local hazardous material and hazardous waste laws and regulation.
- Administers the hazardous material management program according to the state certification requirements.
- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, collects samples and specimens for laboratory analysis and interprets laboratory findings for the enforcement of public health laws and regulations.
- Performs hazardous materials mitigation or categorization evaluations in the field.
- Prepares environmental recommendations and technical reports and conducts special hazardous waste or hazardous materials management projects including storage tank release cleanups.
- Makes joint inspections with federal, state and local agencies as required.
- Assists in field supervision of hazardous waste cleanup operations.
- Oversees the mitigation of hazardous substance releases during emergency or disaster situation under the authority of the Health Officer.
- Analyzes proposed or existing legislation to determine impact on hazardous materials operations.
- Participates in the development and implementation of staff development and training programs gathers evidence of violations and non-compliance with hazardous materials and hazardous waste laws and regulations.
- Issues warnings and citations for infraction violations, preparing reports and evidence, testifies in court on behalf of the County.
- Makes presentations to the public or business groups.
- May participate in the collection of recyclable wastes from the public or oversee the household hazardous waste collection operation.
- May administer hazardous materials activities in neighboring counties.
- Provides technical support to Plumas County Hazardous Material Team.
- Attend/participate/lead inter-agency meetings, such as Emergency Medical Care Committee, Environmental Task Force, Local Emergency Planning Committee, NorCal CUPA Forum and Public Health Preparedness, as required.

HAZARDOUS MATERIAL SPECIALIST III - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 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 both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRED QUALIFICATIONS

KNOWLEDGE OF

- Principles of hazardous materials management.
- Laws, rules, regulations, requirements, and procedures governing environmental health, hazardous materials, and hazardous wastes.
- Chemical, biological, physical and environmental sciences.
- Principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Functions and operations of related local, state and federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.
- Principles of project planning, coordination and direction.
- Principles of training and work coordination

ABILITY TO

- Organize, plan and lead the activities of the CUPA program elements.
- Perform hazardous materials and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.

HAZARDOUS MATERIAL SPECIALIST III - 4

ABILITY TO continued:

- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Twelve (12) months of experience performing a variety of hazardous materials and hazardous waste investigations and inspections equivalent to Hazardous Materials Specialist II with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

SPECIAL REQUIREMENTS

Possession of current HAZWOPER certification, or advanced state-approved hazardous materials certification.

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

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



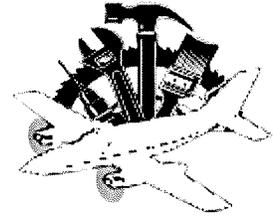
JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971

Item 5F



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **April 5, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Authorize and approve the Director of Facility Services to recruit and fill, vacant Maintenance Supervisor II position within the Facility Services Department.

Recommendation

Authorize and approve the Director of Facility Services to recruit and fill, vacant Maintenance Supervisor II position within the Facility Services Department.

Background and Discussion

The Maintenance Supervisor II position became vacant on March 8, 2022 when the current Maintenance Supervisor was named as Director of Facility Services.

Attachments

Critical Staffing Memo
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2021/2022

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

Yes

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

It is critical that this position is approved/filled, as the Maintenance Supervisor plays an important role in the day to day functions of this department (supervising staff, viewing/assigning work requests, organizing daily work, ordering parts, etc.).

3. How long has this position been vacant?

This position became vacant on March 8, 2022 when the current Maintenance Supervisor was named as Director of Facility Services.

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

No

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

Most maintenance departments have a Maintenance Supervisor.

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

Without a Maintenance Supervisor, the day to day functions (viewing/assigning work requests, organizing daily work, ordering parts, etc.) will be impacted.

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

N/A

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

N/A

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

No

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

No.

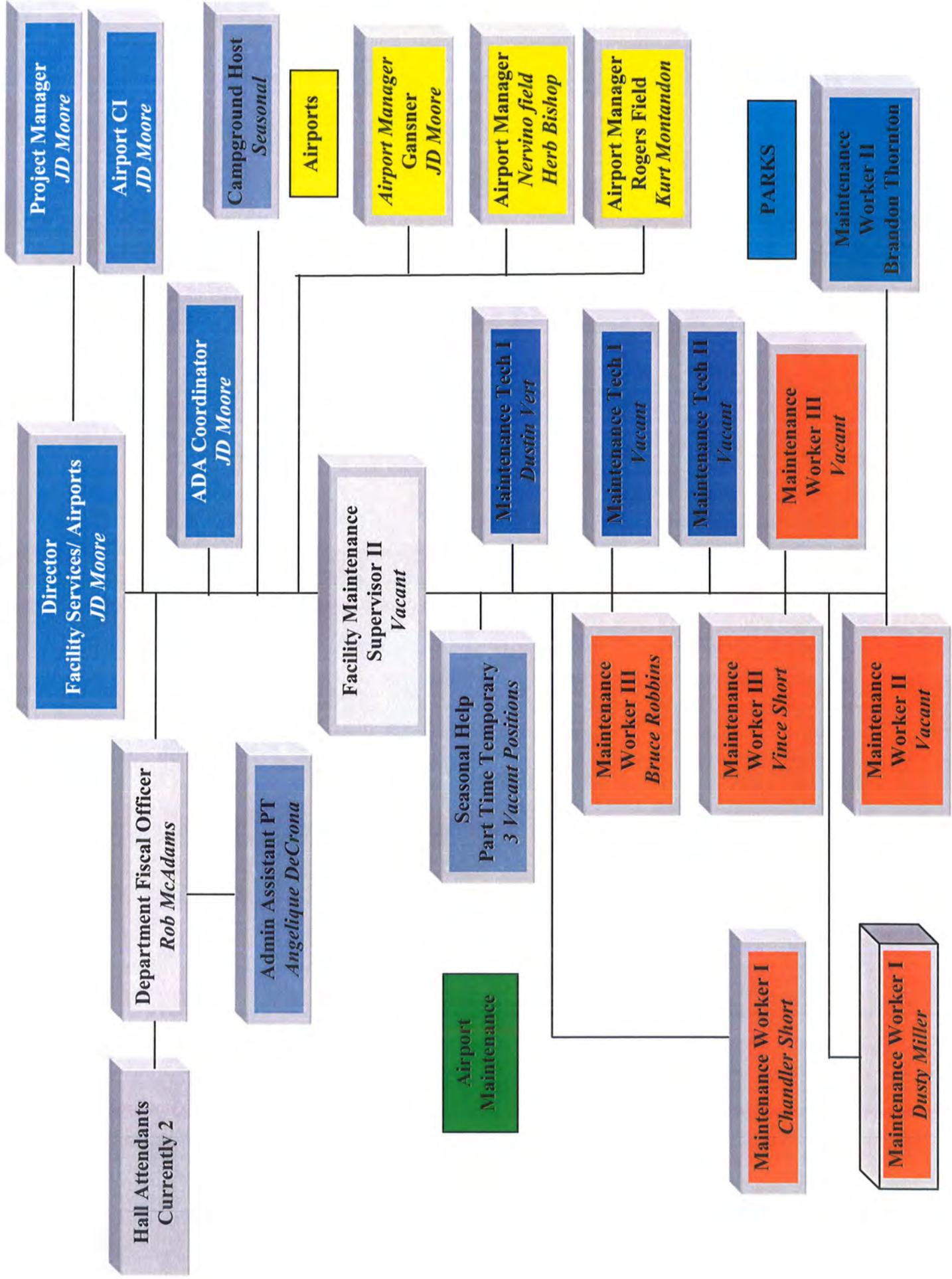
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Filling this position will not impact the general fund, as it is already budgeted for in FY21-22.

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

No, this department is funded by the general fund.

**Department of Facility Services- Organizational Chart
As Of 03/08/2022**



PLUMAS COUNTY LIBRARY

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



*Lindsay Fuchs
County Librarian*

DATE: March 7, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Disposition of materials and relief to Plumas County Library patrons affected by the Dixie Fire

Recommendation

Adopt a RESOLUTION to provide for the disposition of materials and relief to Plumas County Library patrons affected by the Dixie Fire per Government Code Section 8630.

Background

The two parts of this resolution cover both the aftermath of the Dixie Fire’s destruction of the Greenville Library Branch and a way for the Library and County to continue to provide resources for people in this trying time. All materials inside the Greenville Library Branch and in most homes in Greenville, Canyon Dam, and Indian Falls were completely destroyed. This resolution will provide the necessary approval to clean up all records and remove materials (and related fines) that came from the damage of the Dixie Fire.

While some services are available to all patrons, regardless of if they have a library account and if that library account is in good standing, some potentially necessary services that can help individuals, guardians and children, and other community members are easier to access or only available for library accounts in good standing. By clearing off all library fines for Greenville and the surrounding area patrons, we are improving accessibility and usage of direct library services such as access to Overdrive, Brainfuse (HelpNow and JobNow), and other reference and material resources that will be especially helpful in the aftermath of a devastating community event. The overwhelming financial burden community members in these locations now face,

whether they lost their homes in the fire or not, can be eased by cancelling out debts and restoring their accessibility to services and databases the Library offers the County.

Of the patrons with fines pre-Dixie Fire, 285 had \$10 or less in fines (198 adults, 87 juvenile), with 168 not seen in the Library since 2018, and 97 had more than \$10 in fines (79 adults, 18 juvenile), with 65 not seen in the Library since 2018.

Fiscal Impact

In an average, non-COVID-19 year, the Greenville Library takes in around \$181 in late fines, damage fees, card replacements, and fees related to lost materials per fiscal year. This is the more accurate amount when concluding how much lost revenue the Library faces this year by waiving all fines, though if we include all Greenville and related area patrons who are still marked as owing fines since 2003 in our system pre-Dixie Fire, we will technically be waiving \$4,343.75. That amount includes the 231 items not related to the Dixie Fire that have been checked out since 2003 and not returned, as well as their associated fees.

RESOLUTION NO. _____

RESOLUTION TO PROVIDE FOR THE DISPOSITION OF MATERIALS AND RELIEF TO PLUMAS COUNTY LIBRARY PATRONS AFFECTED BY THE DIXIE FIRE

WHEREAS, pursuant to Government Code Section 8630, The Director of Emergency Services did proclaim the existence of a local emergency within the Plumas County Operational Area on the 19th day of July 2021, and the Plumas County Board of Supervisors ratified said Proclamation on the 20th day of July 2021; and

WHEREAS, on July 23, 2021, Governor Gavin Newsom proclaimed a state of emergency in Plumas County due to the Dixie and Fly fires; and

WHEREAS, on August 4, 2021 and August 6, 2021 the Dixie Fire burned through the Greenville, Canyon Dam, and Indian Falls areas resulting in the destruction of the Greenville library and the emergency evacuation of persons from the Chester and Westwood areas; and

WHEREAS, Under Education Code § 19160, the county free library is under the general supervision of the board of supervisors, which may make general rules and regulations regarding the policy of the county free library.

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

All material homed to the Greenville Library Branch, checked out to Greenville, Canyon Dam, and Indian Falls patrons, or recorded as being at the Library location during the fire are removed from patron accounts and marked in the system as gone.

All fines associated with replacement library cards and materials checked out to Greenville, Canyon Dam, and Indian Falls patrons are removed from patron accounts.

All library cards and materials checked out to patrons from the Greenville and Chester libraries from July 14, 2021 to August 30, 2021 may be reported as lost due to the evacuation and, if so, any associated fines are waived.

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 _____ by the following vote:

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

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Approved as to form:

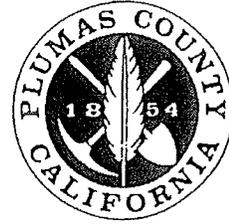


Joshua Brechtel
Deputy County Counsel I



County of Plumas
Department of Probation

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



Keevin Allred
Chief Probation Officer

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

DATE: March 8, 2022

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Board Agenda Item for April 5, 2022

RE: Authorization of: Supplemental Budget request of \$297,086 for receipt of unanticipated SB 823 Juvenile Justice Realignment Block Grant (JJRBG) funds (\$250,000) and Youth Programs and Facilities Grant Program (YPGF) funds (\$47,086); Establishment of SB 823 JJRBG Department, including YPGF funds and expenses related to these funds; and approval of YPGF Resolution.

Recommendation:

Authorize supplemental budget in the amount of \$297,086.00 in unanticipated JJRBG and YPGF grant funds.

Approve Resolution authorizing Chief Probation Officer, on behalf of the Plumas County Board of Supervisors, to submit the grant proposal for the Youth Programs and Facilities Grant Program and sign the Grant Agreement with Board of State and Community Corrections (BSCC), including any amendments thereof.

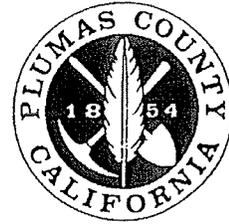
Authorize establishment of SB823-JJRBG and YPGF Budget Department (Fund 0046D – Dept. 20404); and authorize initial expense, pending contract approval, of \$50,000 for participation in regional consortium that will enable Tehama County Juvenile Hall to provide SB 823 Secure Track services for Plumas County youth; and expense of \$2,500 for participation in statewide consortium allowing Plumas County youth to access specialized Secure Track services.



County of Plumas

Department of Probation

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



Keevin Allred
Chief Probation Officer

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

Background:

On September 30, 2020, Governor Gavin Newsom signed Senate Bill 823, (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to county governments. Consequently, DJJ closed for most youth on July 1, 2021, and counties are now fully responsible for the housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

YOUTH PROGRAMS and FACILITIES GRANT

As part of SB 823, \$9.6 million was set aside for the Board of State and Community Corrections (BSCC) to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care" (Welfare and Institutions Code, 2250, subdivision (a)). The Youth Programs and Facilities Grant money, in the amount of \$47,086, will be utilized for the following: A Youth Reentry Program overseen by Plumas Crisis Intervention and Resources Center with support from community partners, to include education, career readiness and job training through the Dragonfly Café. Utilization of evidence-based programs, mentoring, intensive case management and positive youth development activities. Construction of the facility equaling approximately \$41,314 and \$5,772 in one-time personnel costs and staff training for provision of evidence-based programs.

In order to qualify for the YPFG grant, in the amount of \$47,086.00, the Board of State and Community Corrections (BSCC) requires a Governing Board Resolution authorizing the Chief Probation Officer to submit the grant proposal for this funding and authority to sign the Grant Agreement with the BSCC, including any amendments thereof. The Probation Department is requesting approval of this Resolution.

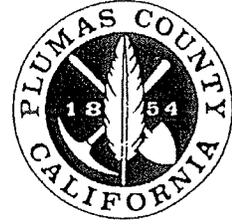
FISCAL IMPACT: The total allocation to Plumas County under the Youth Programs and Facilities Grant Program is \$47,086. Funds are eligible for use through June 1, 2024 and final claims are due July 15, 2024 to BSCC for reimbursement. This grant does not require any local match funding as a condition of receipt.



County of Plumas

Department of Probation

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



Keevin Allred
Chief Probation Officer

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

SB 823 REALIGNMENT BLOCK GRANT

Plumas County is slated to receive the minimum annual allotment of \$250,000 annually, plus potential growth, for this grant.

The Plumas County Juvenile Justice Coordinating Council (JJCC) and SB 823 JJCC Subcommittee have approved an SB 823 Juvenile Realignment Plan, for the management of this grant. The plan includes participation in a regional consortium of approximately six counties who will contribute a portion of their Block Grant money to development and maintenance of a Secure Track Facility in Tehama County. Plumas County's plan includes payment of \$50,000 annually for this purpose. Without this support, Tehama County would be unable to provide Secure Track services for Realigned youth and Plumas County youth would likely be required to be placed in facilities that are a significant distance from Plumas County. In addition, the JJCC has included in the plan agreement to pay \$2,500 annually for participation in a statewide consortium that would allow Plumas County Secure Track youth to be placed in facilities that provide specialized services, should they be needed and unavailable in Tehama County.

SUPPLEMENTAL BUDGET/ESTABLISHMENT OF SB 823 DEPARTMENT

The Probation Department is seeking approval of the establishment of a budget department for placement of the JJRBG funds (\$250,000) and YPFG funds (\$47,086) in fiscal year 2021-2022 and beyond. These grants provide new revenue and require isolation to ensure they are used for the purposes mandated in statute.

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

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 3/3/2022

The reason for this request is (check one):

			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0046D</u>	<u>20404</u>	<u>48711</u>	<u>ST-PROB DIV JUV JST RBG</u>	<u>-250,000.00</u>
<u>0046D</u>	<u>20404</u>	<u>44719</u>	<u>ST-PROB YTH PRG FCL GP</u>	<u>-47,086.00</u>
Total (must equal transfer to total)				-297,086.00

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0046D</u>	<u>20404</u>	<u>521600</u>	<u>MEMBERSHIPS/ANNUAL DUES</u>	<u>2,500.00</u>
<u>0046D</u>	<u>20404</u>	<u>521900</u>	<u>PROF SVCS</u>	<u>50,000.00</u>
<u>0046D</u>	<u>20404</u>	<u>531200</u>	<u>SUPPORT - JV WARDS</u>	<u>197,500.00</u>
<u>0046D</u>	<u>20404</u>	<u>52101</u>	<u>PROF SVCS.- COMM PARTNERS</u>	<u>47,086.00</u>
Total (must equal transfer to total)				297,086.00

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.

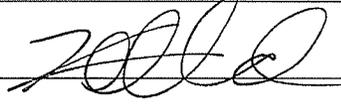
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) SB823 reverts DJJ state responsibility to local county level. 250k annually for commitment of juveniles. One time infrastructure grant of 47k.

B) Supplemental budget is not a transfer.

C) Budget must be created in order to pay for juveniles who would be committed to a facility capable of housing them, can occur at any time.

D) Funds arrived near the start of the current fiscal year, currently held in Auditor's Trust. Infrastructure grant to be invoiced and reimbursed.

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature:  3/7/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

- Transfers that are going to be submitted to the Board for approval:
- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

RESOLUTION NO. 22-_____

A RESOLUTION ESTABLISHING THE PARTICIPATION IN THE YOUTH PROGRAMS
AND FACILITIES GRANT PROGRAM

WHEREAS the Plumas County Probation Department desires to participate in the Youth Programs and Facilities Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the Chief Probation Officer be authorized on behalf of the Plumas County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Plumas County Probation Department agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

The foregoing resolution was duly passed, approved, and adopted by the Plumas County Board of Supervisors, State of California, at a regular meeting of said Board, thereof held on April 5, 2022 by the following votes:

Ayes:

Notes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

**Juvenile Justice Realignment Block Grant
Annual Plan
Fiscal Year 2021-2022**



Date: November 30, 2021

County Name: Plumas

Contact Name: Keevin Allred, Chief Probation Officer

Telephone Number: 530.283.6200

E-mail Address: Keevinallred@countyofplumas.com

Background and Instructions:

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant (JJRBG) program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice (DJJ) or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the state Office of Youth and Community Restoration (OYCR) website.

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INTRODUCTION

On September 30, 2020, Governor Gavin Newsom signed into law Senate Bill 823, which realigns the California State Department of Juvenile Justice (DJJ) population from the State of California to Counties, beginning July 1, 2021. The bill establishes the jurisdiction of the Juvenile Court up to the age of 23 and 25 for certain offenses and transfers the responsibility of the care, custody, and supervision of youth to the county of commitment. Under SB 823, intakes to the DJJ were discontinued as of July 1, 2021. Beginning in Fiscal Year 2021-22, and annually thereafter, the State of California will make allocations to counties to provide appropriate care, rehabilitation, and supervision of the realigned population known as the Juvenile Justice Realignment Block Grant (JJRBG). SB 823 intends for counties to use evidence-based practices and programs to improve youth and public safety outcomes, reduce the transfer of youth to the adult court system and reduce the use of juvenile justice confinement through community-based responses and interventions.

The newly added Section 1995 of the Welfare and Institutions Code requires that, to be eligible for funding allocations associated with this grant program, counties are required to create a Subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) for the purpose of developing an annual plan to manage the custody, supervision, and rehabilitation of the realigned population at the local level. This plan, first due to the newly created Office of Youth and Community Restoration (OYCR) by January 1, 2022, for FY 2022-2023, and thereafter submitted each year by May 1st, is mandatory for counties to be eligible for the state funding available to manage the new responsibilities. Prior to that, the local plan for the first fiscal year, FY 2021-2022, will be presented to the Plumas County Board of Supervisors for consideration, as the OYCR does not yet exist. Funding is designated for the first three (3) fiscal years and subsequent funding is to be determined. Per 1991(a) W&I a local public agency that is primarily tasked with prosecution or arrests or detentions is not eligible for JJRBG funding and shall not provide rehabilitative and/ or supervision services for the realigned population set forth in this plan. The realigned population of youth offenders has been referred to as "Secure Track Treatment Youth."

On July 1, 2021, state DJJ no longer accepted youth intakes. Until DJJ completely closes, youth already committed to DJJ can remain for a daily fee until completion of their program or the complete closure of all DJJ facilities on June 30, 2023. After July 1, 2021, Plumas County will be responsible for the custody, supervision and long-term treatment for any youth who previously would likely have been sent to DJJ.

Funding for the first three fiscal years, through FY 2023-24, will be based on a formula including:

- Juvenile Population – 20% of formula based on county's distribution of youth ages 10-17
- DJJ Usage – 30% of formula based on each county's DJJ population as of December 2018, June 2019 and December 2019
- Estimated 707(b) Population – 50% of formula based on county's local population who have committed certain violent and felony crimes as reported in Juvenile Court and Probation Statistical System (JCPSS) to be updated annually

However, per 1991(a)(5) W&I, 1991(b) W&I, and 1991(c) W&I, Plumas County is set to receive a minimum annual allotment of \$250,000 plus potential growth in monthly installments after each September 1.

Part 1: Subcommittee Composition (WIC 1995 (b))

List the subcommittee members, agency affiliation where applicable, and contact information:

Agency	Name and Title	Email	Phone Number
Chief Probation Officer (Chair)	Keevin Allred, Chief Probation Officer	keevinallred@countyofplumas.com	530.283.6200
District Attorney's Office Representative	David Hollister, District Attorney	davidhollister@countyofplumas.com	530.283.6303
Public Defender's Office Representative	Craig Osborne, Public Defender	cosbornelaw@gmail.com	
Department of Social Services Representative	Sarah McMahan, Social Services Supervisor	SarahMcMahon@countyofplumas.com	530.283.6463
Department of Behavioral Health Representative	Tony Hobson, Director Behavioral Health	tonyhobson@countyofplumas.com	530.283.6307
Office of Education Representative	Kristy Warren, Assistant Superintendent	kwarren@pcoe.k12.ca.us	
Court Representative	Doug Prouty, Juvenile Court Judge	Douglas.Prouty@plumas.courts.ca.gov	
Community Member	Scott Cash, Environmental Alternatives Case Manager	scash@ea.org	530.283.6990
Community Member	Melissa Lopez, CASA	melissa.plumascasa@gmail.com	
Community Member	Bill Powers, Juvenile Justice Commission Chair	bpowers96122@gmail.com	

Part 2: Target Population (WIC 1995 (C) (1))

Briefly describe the County's realignment target population supported by the block grant:

Plumas County's targeted population are youth whose most recent adjudicated offenses is described in WIC 707(b) and is defined under WIC 1990(b), in cases where the Juvenile Court has made a finding that less restrictive alternative dispositions are unsuitable.

Plumas County does not have an in county juvenile hall or other less restrictive facility such as a camp or ranch. The county contracts with other counties in the region for these services. The county does not currently have any in-county programs or resources to serve youth requiring specialized therapeutic needs, such as sexual offenders, arson offenders, offenders with significant mental health issues, and pregnant or recent mother female offenders. For these youth, we intend to seek a partnership within a consortium of other agencies in or out of our region that address these specialized treatment needs through a contract process.

It is not expected that all the future eligible youth will need "DJJ like" replacement programming in a Secure Youth Treatment Facility (SYTF) custodial setting for an extended period. Extended period will be defined as secure facility incapacitation for over one (1) year. Secure Track commitment and length of commitment will be dependent on the individual circumstances and gravity of the qualifying offenses in conjunction with the assessed criminogenic risk and needs of the youth. If existing contracted facilities become operational as a SYTF, and they are configured and programmed to serve these youth to suitable standards of Plumas County, those facilities may be utilized.

Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

Plumas County does not currently have any youth that would come within the provisions of realignment nor does the county have any youth currently housed within the DJJ.

Plumas County does not have a record of demographics for the target population because the last DJJ commit was over 15 years ago, and that data is no longer available. Generally, of Plumas County's nearly 18,660 permanent residents, 17.4% are under the age of 18 and approximately 50% male and 50% female. Plumas County's residents identify as 90.5% White, 1.1% Black or African American, 3.2% Native, 1.1% Hispanic or Latino, and 0.2% Asian. The median household income is well-below California's median income by almost \$55,359. In 2019, youth with new petitions filed, regardless of disposition, were 70% male, 30% female, 84% white, and 16% black. Plumas County does not have any verified gang activity.

Understanding that the targeted population will be dynamic, the needs of all youth, inclusive of Sexual Orientation, Gender Identity, and Expression (SOGIE) will be considered in the drafting of all plans and the care, custody, and supervision of all youth in an equitable and compassionate fashion.

Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred.

Again, there is no data available for previous DJJ eligible/ committed youth due to the length of time since the last relevant youth.

Part 3: Programs and Services (WIC 1995 (c)(2))

Provide a description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population:

Plumas County currently has contracts with two (2) out of county juvenile detention centers located in Butte County and Tehama County. It is anticipated that these facilities will be utilized to house the targeted population pre-disposition and as a possible alternative to Secure Track detention centers for lower risk youth who do not have specific treatment or other special needs. Additionally, Tehama County Juvenile Detention Facility may be utilized for Secure Track detention following disposition of youth in the target population.

Programs, placements, services, and service providers, if out of the scope of local resources, will be contracted out potentially through the developing consortium of counties throughout the region and state depending on the most appropriate setting for the youth and proximity to supportive family. Supervision outside of a facility will be done by existing Plumas County Probation staff.

Plumas County has a relatively low wardship rate as there is a focus on serving our youth at the lowest level of intervention as appropriate. When appropriate, local resources are utilized. Those services have consisted of probation mentoring, parenting classes, interactive journaling, community service, online educational courses, tobacco, drug and alcohol services, mental health services,

family inclusive services, electronic monitoring, and school attendance assistance. Contracted out of county services for sexual offender counseling have also been utilized. Funding will directly support our youth in providing these specialized services and potentially enhancing services within the county when the need arises.

Plumas County Probation enjoys a strong partnership with Plumas County Behavioral Health (PCBH), the primary provider of Mental Health and Substance Use Services available in the county. If a youth involved in the Juvenile Justice system at the local level is a MediCal beneficiary, as a Federal entitlement program, all MediCal recipients are eligible to full-spectrum Mental Health and Substance Use Services. If a youth involved in the Juvenile Justice system at the local level is not a MediCal beneficiary but still requires Mental Health and/or Substance Uses Services a variety of programs are accessed through the following specialized programing:

- Plumas Rural Services (PRS)– A Community Based Organization who provides counseling and mental health services for a small percentage of youth who do not obtain services from the Behavioral Health Department for various reasons. In addition, PRS provides Nurturing for Parenting classes for parents of youth served by the Probation Department.
- The Plumas County Public Health Department partners with Plumas County Joint Unified School District, Plumas County Behavior Health and the Probation Department to provide after school education services to the student body populations of high school age. Current plans are underway to extend youth-based wellness activities.

Part 4: Juvenile Justice Realignment Block Grant Funds (WIC 1995 (3)(a))

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

Plumas County plans to assess eligible youth using evidence-based Noble assessments for risk and needs. A specialized sex offender assessment will be conducted using the JSORAT assessment. Due to the historically small size of the county's targeted population, unpredictable nature of juvenile crime and dynamic needs of the target population in Plumas County, it would be costly and inefficient to create robust programming for each specialized treatment need area. To be cost effective, JJRBG funding will be used to benefit these youth by enabling the county to enhance local services when appropriate and to obtain out of county services that are proven in quality for specialized offenders when needed. It is anticipated that services for offenders who are experiencing significant mental health needs, severe alcohol and drug issues, sexual offender treatment needs, and/or other significant related behavioral or trauma-based needs will be contracted out to out of county specialized services to effectively serve the youth. Plumas County is awaiting further development of the consortium of counties to address these needs.

Eligible youth who are not placed in Secure Track will also be eligible to receive programing and services through these funds to help decrease the risk of Secure Track placement.

Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995 (3) (B))

Plumas County has a limited presence of community-based organizations (CBOs) or nongovernmental organizations (NGOs) that specialize in providing services for justice involved youth, although efforts are underway to improve upon this condition. Plumas County does have three valued nonprofit partners in county; Plumas Crisis Intervention and Resource Center (PCIRC), Plumas Rural Services (PRS) and Alliance For Workforce Development (AFWD). Although PCIRC does not specialize in justice involved youth, it can offer general family services which include housing and food assistance, plus other emergency necessities. PRS offers both parenting services and youth counseling. AFWD offers youth employment preparation opportunities and placement services. They also offer GED and other educational and training advancement programs.

In partnership with PCIRC, part of the current effort to develop additional resources and programming for youth includes a reentry and resource program for youth in the target population and youth at risk of becoming part of the target population.

Lionheart's Power Source Program will be utilized for reentry youth, particularly those who have participated in the program through programming at the Tehama County Juvenile Detention Facility. The program may be implemented for appropriate youth as a prevention tool for those at risk of escalating criminal behavior.

This plan intends to reserve some funding for further development of programs capable of providing additional support for the target population or those at risk of entering the target population. Funding may be used for prosocial activities and programs to help foster healthy development for these youth, housing assistance, employment placement and support.

Describe how the County plans to apply grant funds to address family engagement in programs for the target population: (WIC 1995 (3) (C))

Plumas County plans to support family engagement for the target population through a variety of services and programming. In collaboration with the Department of Social Services and Behavioral Health Department, Child and Family Team meetings will be utilized to garner engagement and input from family members. With the assistance of the Department of Social Services, family finding efforts will be utilized for youth in need of permanent connections. Parenting education and support will be provided, as well as mental health services, drug and alcohol services, and wellness services to support engagement and growth of families of Secure Track youth.

Bolstering a robust, stable family unit will be a core concept in the program. Family members are preferred to be involved in every step of the youths' programs and transitions back into the community. The more involved the family is in the treatment experience, the better the understanding, respect, and trust to solidify the successful return to the community will be. Where no existing services can meet the need, grant funds may be applied towards replacement services.

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population: (WIC 1995 (3) (D))

Plumas County plans to address reentry by working with county partners to support life skills development, education, housing and employment. Long-term success and continued rehabilitation occurs when the transition from custody to community includes a seamless continuum of care and supportive aftercare supervision with accountability. It is recognized that reentry service gaps will likely be discovered in the future. Probation will attempt to address these service gaps as effectively as possible by contracting/collaborating with other county service providers and CBOs to help leverage resources and direct services based on the needs of the realigned population.

The plan includes expansion or development of:

- Educational opportunities that provide access and opportunities to colleges or universities.
- Vocational programs, employment and job placement – Vocational programs in custody which can transfer to the community with the goal to gain true, local employment. Probation will partner with AFWD and PCIRC for assistance in helping the realigned population obtain support and skills related to employment and job placement. Vocational skills training available through Feather River College may be pursued and supported.
- Transitional and Safe Housing – Probation will partner with CBOs such as PCIRC for safe and supportive housing options upon reentry. As necessary, youth under the age of 18 may be considered for foster care placement. Those over 18, who do not qualify for Extended Foster Care will be reliant on these partnerships.
- Life Skills Development – Referrals will be made to PCIRC’s Dragonfly Café Program. This program is currently being developed as a resource for youth reentering the community following detention. Power Source programming and Change Company journaling programs will be implemented for skills development based on a need’s assessment and prior programming in custody.
- Specialized Services – Reserving some grant funds for specialized purpose needs as they arise will allow for some specialized services, such as services to aid with reentry for those target population youth who are not eligible for existing services based on age, insurance or other factors. This funding could also be accessed for youth specific needs such as post-secondary course enrollment and other vocational needs for Secure Track youth.
- Specialized Placements - Every effort will be made to serve the target population locally in order to keep them connected to their families and community; however, Plumas County has very limited local resources for placements in general. Therefore, this plan intends to reserve realignment funds for Specialized Placement each year to access Secure Youth Treatment Facilities in other counties as they become available.

Describe how the County plans to apply grant funds to address evidence-based, promising, trauma-informed and culturally responsive services for the target population: (WIC 1995 (3) (E))

The Probation Department currently uses validated risk assessment tools and provides evidenced based programming to youth in the community. This allows for individualized case plans that focus on those dynamic risk factors that lead to criminal behavior. The County's plan includes the expansion of evidenced-based programming offered in the community. These are programs and other best practices that have been proven to address criminogenic needs and reduce recidivism. Examples include: Aggression Replacement Training (ART), Courage to Change/Forward Thinking journaling, Moral Reconciliation Therapy, and Powersource. Both sworn and non-sworn staff, as well as contracted service providers may facilitate these treatment modalities to youth. The expansion of services and training will focus on and support trauma informed practices and cultural responsiveness.

Most of the specialized programs and services to serve the targeted Secure Track youth will be contracted out to out of county providers; however, Plumas County Probation and the JJCC will endeavor to assess all programs and services prior to placement and to evaluate utilized programs at least annually.

Describe whether and how the County plans to apply grant funds to include services or programs for the target population that are provided by nongovernmental or community-based providers: (WIC 1995 (3) (F))

Plumas County has limited CBOs and NGOs located within the county that focus their services on justice involved youth. Plumas County is currently expanding upon a partnership with PCIRC (CBO) to provide reentry services for the target population, to include life skills development, housing and employment services. Further development of partnerships with PCIRC or other CBOs such as Plumas Rural Services may be pursued.

Plumas County will reserve an allocation of funding for programming and housing this population when the need arises. Provision of evidence-based programming offered by other CBOs or NBOs will be pursued and considered when available.

Part 5: Facility Plan

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995 (4))

If currently contracted facilities (Butte County and Tehama County) cannot be utilized as the most appropriate facility for the targeted youth, it is anticipated that other specialized facilities will be used through the developing consortium of counties. Plumas County does not have oversight or control of how contracted facilities are designed or operated; however, Plumas County will be diligent in monitoring contracted facilities for the safety and protection of all potential local youth. Contracts will not be renewed to facilities that do not ensure these standards.

Decision making on whether target population youth would be best served in an existing contracted juvenile hall or in a consortium based SYTF will be based upon the least restrictive option that provides care, treatment and guidance that is consistent with the best interests of the youth and the public as required by Section 202(b) of the Welfare and Institutions Code (WIC).

Considerations for the safety and protection of all youth in the facilities will take on additional importance given the probability of older (up to and including age 24) and more sophisticated target population youth now remaining in local commitment for extended periods. Youth will continue to be classified for specific housing based on requirements contained in Title 15 and the policies and procedures of the hosting county facility. These requirements are intended to provide for the safety of youth, facility staff and the public by placing youth in the least restrictive housing and program settings that can meet their needs. Classification factors include but are not limited to the following:

- Age and maturity of the youth
- Sophistication
- Emotional stability
- Court status and present offense
- Criminal offense history
- Prior behavior while in the facility or other institutions
- Gang affiliation
- Conflicts with other youth
- Court-ordered restrictions as to the association with other youth
- Medical/mental health considerations
- Gender and gender identity
- Developmental and cognitive processing disabilities
- Program needs
- Legal process status

Part 6: Retaining the Target Population in the Juvenile Justice System

Describe how the plan will incentivize or facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult criminal justice system: (WIC 1995 (5))

The Plumas county justice partners are cognizant of the need to keep youth out of the adult court system. The adult court system will be a last resort reserved for consideration in only the most serious and violent of offenses. Funding for specialized services that meet an individual's needs will incentivize keeping the youth within the juvenile court system.

It is important to note that SB 823 changed the maximum age of juvenile court jurisdiction for some target population youth. Previously, only youth who were committed to the DJJ had their maximum age of juvenile court jurisdiction extended to age 23 or 25. Changes enacted with SB 823 extend the age of jurisdiction for the entire target population, regardless of whether they become Secure Track youth, to the ages of 23 or 25, depending on the nature of their adjudicated charges. By adding a new Section, 208.5, to the Welfare and Institutions Code (WIC), SB 823 also provided additional restrictions on housing wards of the juvenile court in adult facilities, regardless of age. Wards 19 years of age or older cannot be detained in an adult facility without a hearing. The presumption at that hearing is that the ward will be retained in a juvenile facility. Wards serving a commitment in a juvenile facility cannot have that commitment transferred to an adult facility, regardless of age. For the purposes of this plan, that means there is the potential for more youth between the ages of 21-25 requiring services in the local juvenile justice continuum, up to and including juvenile detention services.

All requests for transfer of a juvenile to adult court will be reviewed by the Chief Probation Officer using multi-agency processes and creating a comprehensive continuum of services for the individual.

Part 7: Regional Effort

Describe any regional agreements or arrangements supported by the County's block grant allocation: (WIC 1995 (6))

Plumas County plans to use JJRBG funding to house eligible offenders in existing contracted facilities in Butte and Tehama County. Tehama County's detention and treatment program is proposed to be expanded. Should the program be expanded in a manner sufficient to meet the needs of Plumas County's realigned population, or a portion thereof, Plumas County would be inclined to financially support this expansion with JJRBG funding, not to exceed \$50,000 annually, as a means of ensuring youth remain nearer to our community and their supportive relationships. This investment is in addition to daily fees paid for placement of youth in the facility.

The county has further planned to join a consortium of counties when that program is fully developed to serve as a "insurance" type policy to keep available and to utilize appropriate secure placement, special individualized programming and services, and reentry programming and services.

Part 8: Data

Describe how data will be collected on youth served by the block grant: (WIC 1995 (7))

Absent a significant anomaly, the amount of eligible youth the Plumas County justice system will become involved with will be low enough that existing staff will be able to record data through existing case management systems. The demographics of the youth served will address age, gender, ethnicity, neighborhood, family status, and offense details.

Data other than demographics that will be collected will consist of:

- Assessment information- risk/ need
- Custody time – days spent in custody at juvenile detention facilities
- New law violations - subsequent adjudications and/or convictions for misdemeanor or felony offenses after becoming a target population youth
- Treatment programming - program referrals and completion status
- High school and secondary education status
- Employment and/or employment skills training participation
- Housing status

Describe outcome measures that will be utilized to determine the results of the programs and interventions supported by block grant funds: (WIC 1995 (7))

Measuring the success of those committed to the Secure Track realignment program will be a significant indicator of how these youth will adjust once released back into the community. Attainable and measurable goals tied to a Case Plan and Court orders will be utilized throughout the course of their program to gauge case plan goal completion, progress, and to adjust to individual needs during their stay in a detention program and upon reentry into the community. Examples of these goals would be high school graduation or equivalency, college course completion, vocational training certificate attainment, completion of Court-ordered programs and treatment, job training program enrollment, apprenticeships, and internships. The completion rate of eligible youth will be measured as well as the completion rates for programs utilized. Youth, families, and other partners will be given the opportunity to provide feedback on programs and the methods used to manage this population. Outcome measures will include, but not be limited to:

- Completion of programs
- New offenses/Recidivism
- Risk assessment level. Fluctuation, impactful programming, etc.
- Completed life skills class
- Clean and sober (drug/alcohol testing results)
- Maintain or development of positive support system (family, friends, or county mentors)
- Obtaining/maintaining employment or attending school or college

State Controller's Office

Remittance Advice

Juvenile Justice Realignment Block Grant

Claim Schedule: 2100009A

Issue Date: July 30, 2021

Fiscal Year: 2021-2022

Collection Period: July 01, 2021 - June 30, 2022

Description: Welfare and Institutions Code section 1991(c)

For assistance, please contact John Bodolay at 916-323-2154 or at jbodolay@sco.ca.gov.

County	Payment Amount	Year To Date
Plumas County Treasurer	\$250,000.00	\$250,000.00

**Youth Programs and Facilities Grant Program
(YPFG)**

**Part B All County Distribution Application
Package Coversheet**

**Submitted by:
PLUMAS COUNTY PROBATION DEPARTMENT**

**Date Submitted:
MAY 12, 2021**

Part B All County Distribution Application Checklist

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> ◦ Insert Applicant Name and Date of Submission 	<input checked="" type="checkbox"/>
2	YPFG Proposal Checklist <ul style="list-style-type: none"> ◦ Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink. 	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> ◦ Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink. 	<input checked="" type="checkbox"/>
4	Application Narrative <ul style="list-style-type: none"> ◦ 2 pages or fewer 	<input checked="" type="checkbox"/>
5	Budget Attachment	<input checked="" type="checkbox"/>
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) <ul style="list-style-type: none"> ◦ Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink. 	<input checked="" type="checkbox"/>
	Optional:	
7	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	<input type="checkbox"/>

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X 
 Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Part B All County Distribution Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT Plumas County Probation Department		TAX IDENTIFICATION #: 94-600528			
STREET ADDRESS 270 County Hospital Road, Suite 128		CITY Quincy	STATE CA	ZIP CODE 95971	
MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE	
C. PROJECT TITLE:		Plumas County Youth Re-Entry Program			
D. PROJECT SUMMARY (100-150 words):					
Develop a Youth Re-Entry Program supported by community partners through a local CoC for justice-system involved youth and youth who may be diverted from entering the criminal justice system.					
E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)					
\$ 47,086					
F. DEFERRED SPENDING: Is the application for a deferred spending award?			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
G. LEAD PUBLIC AGENCY:		Plumas County Probation Department			
H. PROJECT DIRECTOR:					
NAME Keevin Allred		TITLE Chief Probation Officer		TELEPHONE NUMBER 530-283-6200	
STREET ADDRESS 270 County Hospital Road, Suite 128		FAX NUMBER 530-283-6165			
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS keevinallred@countyofplumas.com		
I. FINANCIAL OFFICER:					
NAME Miguel Herrera		TITLE Department Fiscal Officer		TELEPHONE NUMBER 530-283-6529	
STREET ADDRESS 270 County Hospital Road, Suite 128		FAX NUMBER 530-283-6165			
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS miguelherrera@countyofplumas.com		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE	
J. DAY-TO-DAY PROGRAM CONTACT:					
NAME Cathy Rahmeyer		TITLE PCIRC Director of Operations		TELEPHONE NUMBER 530-283-5515	
STREET ADDRESS 175 Main Street – P. O. Box 3005		FAX NUMBER 530-283-3539			
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS highsierragrants@yahoo.com		

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Miguel Herrera	Department Fiscal Officer	530-283-6529	
STREET ADDRESS			FAX NUMBER
270 County Hospital Road, Suite 128			530-283-6165
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Quincy	CA	95971	miguelherrera@countyofplumas.com

L. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Keevin Allred	Chief Probation Officer	530-283-6200	keevinallred@countyofplumas.com
STREET ADDRESS	CITY	STATE	ZIP CODE
270 County Hospital Road, Suite 128	Quincy	CA	95971
EMAIL ADDRESS			
keevinallred@countyofplumas.com			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
<input checked="" type="checkbox"/> 			May 12, 2021

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Section 1: Project Need

- 1.1. The Plumas County Probation Department is committed to supporting the intent of SB 823 and is in the process of developing a local continuum of care (CoC) for justice system-involved youth. The county does not operate a juvenile detention facility and contracts with other rural counties for confinement of youth. While Plumas County has enjoyed many years of formal and informal collaborative partnerships, the closure of DJJ will further the development of a local CoC focused on evidence-based and promising practices promoting positive youth development through a public health framework. Plumas County has a vision to design a multi-system approach to serve justice-system involved youth utilizing the following concepts:
- Develop a Youth Re-Entry Program supported by community partners through a local CoC for justice-system involved youth and youth who may be diverted from entering the criminal justice system.
 - Program eligibility will be triggered by entry to a Juvenile Hall System or through a diversion model for youth who are at risk of entering a juvenile hall system for an alleged 707(b) offense.
 - Utilize Ohana House Emergency & Transitional Shelter to address housing needs for youth as identified.
 - Engage re-entering youth between the ages of 16-24 into education, career readiness and job training to prepare for employment and housing stability through the Dragonfly Café Education & Training Center.
 - Engage youth of all ages into evidence-based program services (Power Source, Forward Thinking Journaling, Grief Recovery), individual and group mentoring, intensive case management and positive youth development activities.
 - Track all data regarding youth participation and successes.
 - Expand the Youth Re-Entry Program incrementally as the design evolves and funding allows.

The Plumas County Probation Department is requesting 60 days to submit a final draft of this project to allow time for the development of the CoC with community partners.

- 1.2. There is no limit to the number of youths who may participate in the Dragonfly Café Education & Training Program. It is estimated that 2-3 youth may participate in the Ohana House Emergency & Transitional Shelter at any given time. All youth will engage in services through the Youth Re-Entry Program housed at the Dragonfly Café Education & Training Center.

Section 2: Project Description

2.1. The Plumas County Probation Department is working in collaboration with the community-based organization, Plumas Crisis Intervention & Resource Center (PCIRC), in the development of this capital facility project. The location will be established at 461 Main Street in Quincy, CA. PCIRC is purchasing the building and funding herein will support a portion of the needed renovations to prepare for the proposed use herein. This project will serve justice-involved youth over the long-term and will be sustained by PCIRC. This site solves the current barriers for transitioning justice-system involved youth as a place for support, employment, and long-term safety-net services.

2.2. There are no adequate sites available to serve youth currently. PCIRC operates Ohana House Emergency & Transitional Shelter, and this project compliments and expands those services. Ohana House has been in operation for over six years and is dedicated to the successful transition of all youth to achieve their goals. PCIRC is a non-profit organization in operation in Plumas County for 38 years, serving the homeless, transitioning adult offenders, families, seniors, youth and Veterans.

Section 3: Budget

- 3.1. Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:**
- **language supporting each expense.**
 - **expenses that are allowable within the definitions or parameters of the RFA.**
 - **expenses that are appropriate for the described program or project.**

Proposed budget attached.

Applicant:		Plumas County Probation Department Final Budget Anticipated 7/15/21		
		SB 823 BUDGET		
LINE ITEMS	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL	
1. Construction	\$ 41,314.00		\$ 41,314.00	
2. Architectural			\$ -	
3. Fixed Furnishings/Equipment			\$ -	
4. Moveable Furnishings/Equipment			\$ -	
5. Construction Management			\$ -	
6. Transportation/Equipment			\$ -	
7. Training Materials/Supplies			\$ -	
8. Programming Materials/Supplies			\$ -	
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$ 5,772.00		\$ 5,772.00	
10. Other			\$ -	
Total Project Costs	\$ 47,086.00	\$ -	\$ 47,086.00	
Percentage of Total	100%	0%		100%

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state funding and the county contribution dollar amounts have been determined and calculated (be specific).

LINE ITEMS	COMMENTS
------------	----------

1. Construction	Describe any construction costs associated with the project - To support the construction of the Dragonfly Café & Education, Career Readiness & Job Training Center to provide a youth component of services.
2. Architectural	Describe the county's current stage in the architectural process: b) Define the budgeted amount for architectural design:
3. Fixed Furnishings/Equipment	Describe the items to be purchased and installed for the project:
4. Moveable Furnishings/Equipment	Describe the items to be purchased and where they are to be placed for the project:
5. Construction Management	Describe which portions/phases of the construction management services the county intends to claim as a) State Reimbursed b) Cash Contribution
6. Transportation Equipment	Describe the equipment to be purchased and the expected use:
7. Training Materials/Supplies	Describe the training materials and supplies to be purchased:

8. Programing Materials/Supplies	Describe the programming materials and supplies to be purchased:
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	Describe any one-time personnel costs associated with the project - To support the planning, development, project management of site. And, to provide staff training in evidence-based youth programming such as Power Source (PS) & Forward Thinking Journaling.
10. Other	Describe any other cash contribution costs associated with the project:

**Appendix D: Certification of Compliance with BSCC Policies on
Debarment, Fraud, Theft and Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Keevin Allred	TITLE Chief Probation Officer	TELEPHONE NUMBER 530-283-6200	
STREET ADDRESS 270 County Hospital Road, Ste 128	CITY Quincy	STATE CA	ZIP CODE 95971
EMAIL ADDRESS keevanallred@countyofplumas.com			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) X 			DATE May 12, 2021



AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 28, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

A handwritten signature in blue ink, appearing to read "Dana Loomis".

Subject: Authorization for the Public Health Agency to fill the vacancy of one (1) FTE Health Education Series position.

Background:

Effective March 25, 2022, one (1) Health Education Coordinator II has resigned from the Public Health Agency. The Agency is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Series in the Public Health Agency.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Health Education Coordinator II / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Health Education Coordinators are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 3/25/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 21/22 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

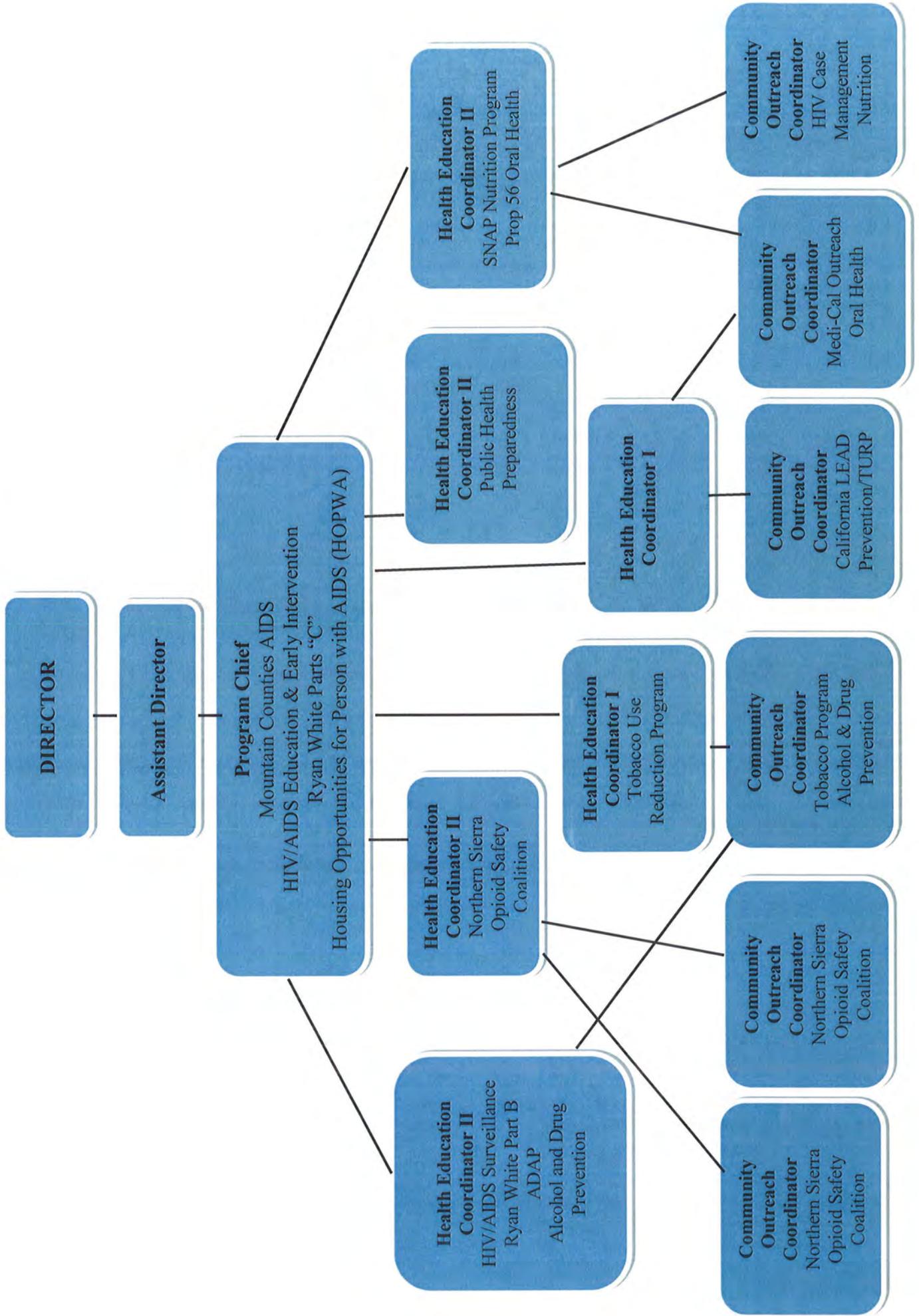
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND OUTREACH**

2





AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 28, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

A handwritten signature in blue ink, appearing to be "Dana Loomis".

Subject: Approve a supplemental budget increase for the Public Health Senior Nutrition budget unit 20830 in the amount of \$45,557.00 due to receiving additional funds from the Consolidated Appropriations Act through Chico State Enterprises.

Background:

On March 9 the Senior Services Nutrition department was informed that supplemental revenue would be available to be used as necessary in the AAA C2 (home-delivered) Nutrition program. The Senior Services division within the Public Health Agency has determined that the best use of the funds is to provide supplemental personnel wages to the home delivery program.

The amount of the attached budget transfer request reflects the amount that the Senior Nutrition Department expects to incur in additional expenditures for the Fiscal Year 2021/2022.

The supplemental budget form has been approved by the County Auditor.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve the attached supplemental budget in the amount of \$45,557.00.

Attachment: Supplemental budget form dated 3/16/2022

SUBCONTRACT AMENDMENT

SUBCONTRACT NUMBER SUB 21-011	AM NO Am 1 Am 2
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Plumas County, hereafter called **Subcontractor**,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime. Contractor received an amendment, executed 02/02/2022, awarding additional funds to AP-2122-03. Contractor and Subcontract agree to amend this subcontract as follows:

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2021 and will end 6/30/2022, with the exception of the Federal CAA 3C2 award, which may be expended until 9/30/2022. The maximum amount of this Subcontract including Am1 and Am2 totals **\$403,334**.

Baseline funds awarded as of 07/01/21 C1 Nutrition	\$ 152,575
Baseline funds awarded as of 07/01/21 C2 Nutrition	140,282
Federal 3B – Transportation	30,000
State 3C2 GF adjustment (Am1)	47,865
Fed USDA 3C2 NSIP adjustment (Am1)	< 12,945 >
Federal CAA 3C2 Award (Am2)	<u>45,557</u> ✓
Total amendment Am1 & 2 adjustments	\$ 403,334

All terms and conditions of the original fully executed contract dated 03/02/22 are incorporated into this amendment.

CONTRACTOR		SUBCONTRACTOR	
CHICO STATE ENTERPRISES			
BY: (AUTHORIZED SIGNATURE)	DATE	BY: (AUTHORIZED SIGNATURE)	DATE
			3/11/22
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis Director PCPHA	
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu		ADDRESS/E-MAIL 270 County Hospital Road Ste 206 Quincy CA 95971 danaloomis@countyofplumas.com	

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

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Senior Nutrition Dept. No: 20830 Date 3/16/2022

The reason for this request is (check one):

- | | | <u>Approval Required</u> |
|----|--|--------------------------|
| A. | <input type="checkbox"/> Transfer to/from Contingencies OR between Departments | Board |
| B. | <input checked="" type="checkbox"/> Supplemental Budgets (including budget reductions) | Board |
| C. | <input type="checkbox"/> Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. | <input type="checkbox"/> Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> Establish any new account except fixed assets | Auditor |

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001N</u>	<u>20830</u>	<u>44419</u>	<u>Senior Nutrition--CAA</u>	<u>45,557.00</u>
Total (must equal transfer to total)				<u>45,557.00</u>

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001N</u>	<u>20830</u>	<u>51020</u>	<u>Senior Nutrition--Other wages</u>	<u>45,557.00</u>
Total (must equal transfer to total)				<u>45,557.00</u>

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Supplemental budget increase due to one time revenue to be received from the Consolidated Appropriations Act through Chico State Enterprises

B) Using one time funds to supplement personnel other wages

C) Payment needs to be made from FY21/22 budget

D) One time additional revenue from Chico State Enterprises in support of Senior Nutrition Program

Approved by Department Signing Authority: DeJena Jones

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: Beauca Harmon 3/18/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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



AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 28, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

A handwritten signature in blue ink, appearing to read "Dana Loomis", with a long horizontal flourish extending to the right.

Subject: Approve a supplemental budget increase for the Public Health Senior Nutrition budget unit 20830 in the amount of \$34,920.00 due to receiving additional funds from Chico State Enterprises and its Area 3 Agency on Aging program.

Background:

On March 9 the Senior Services Nutrition department was informed that supplemental revenue would be available to be used as necessary in the AAA C2 (home-delivered) Nutrition program. The Senior Services division within the Public Health Agency has determined that the best use of the funds is to provide additional food to the home delivery program.

The amount of the attached budget transfer request reflects the amount that the Senior Nutrition Department expects to incur in additional expenditures for the Fiscal Year 2021/2022.

The supplemental budget form has been approved by the County Auditor.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve the attached supplemental budget in the amount of \$34,920.00.

Attachment: Supplemental budget form dated 3/16/2022

SUBCONTRACT AMENDMENT

SUBCONTRACT NUMBER SUB 21-011	AM NO Am 1 Am 2
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Plumas County, hereafter called **Subcontractor**,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime. Contractor received an amendment, executed 02/02/2022, awarding additional funds to AP-2122-03. Contractor and Subcontract agree to amend this subcontract as follows:

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2021 and will end 6/30/2022, with the exception of the Federal CAA 3C2 award, which may be expended until 9/30/2022. The maximum amount of this Subcontract including Am1 and Am2 totals **\$403,334**.

Baseline funds awarded as of 07/01/21 C1 Nutrition	\$ 152,575	
Baseline funds awarded as of 07/01/21 C2 Nutrition	140,282	
Federal 3B – Transportation	30,000	
State 3C2 GF adjustment (Am1)	47,865	} \$34,920
Fed USDA 3C2 NSIP adjustment (Am1)	< 12,945 >	
Federal CAA 3C2 Award (Am2)	<u>45,557</u>	
Total amendment Am1 & 2 adjustments	\$ 403,334	

All terms and conditions of the original fully executed contract dated 03/02/22 are incorporated into this amendment.

CONTRACTOR		SUBCONTRACTOR	
CHICO STATE ENTERPRISES			
BY: (AUTHORIZED SIGNATURE)	DATE	BY: (AUTHORIZED SIGNATURE)	DATE
			8/11/22
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis Director PCPHA	
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu		ADDRESS/E-MAIL 270 County Hospital Road Ste 206 Quincy CA 95971 danaloomis@countyofplumas.com	

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

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health - Senior Nutrition Dept. No: 20830 Date 3/16/2022

The reason for this request is (check one):

			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001N</u>	<u>20830</u>	<u>44213</u>	<u>Senior Nutrion--State Title III</u>	<u>34,920.00</u>
Total (must equal transfer to total)				34,920.00

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001N</u>	<u>20830</u>	<u>520300</u>	<u>Food</u>	<u>34,920.00</u>
Total (must equal transfer to total)				34,920.00

MAR 17 2022
AUDITOR/CONTROLLER

Supplemental budget requests require Auditor/Controller's signature
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Supplemental budget increase due to one time revenue to be received from Chico State Enterprises

B) Using one time funds to purchase additional food

C) Payment needs to be made from FY21/22 budget

D) One time addition revenue from Chico State Enterprises in support of Senior Nutrition Program

Approved by Department Signing Authority: *DeLuna Jones*

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: *Bianca Hammi* *3/18/22*

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 22, 2022

To: Honorable Board of Supervisors

From: *FOR: Rob Thorman, Assistant Director*
John Mannle, Director of Public Works

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

Background:

Filling a vacancy in Quincy due to a Resignation.

The Department is requesting to fill this position.

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

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

Recommendation:

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

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker II/III Public Works Maintenance Division – Quincy District

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

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

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

The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of March 25, 2022

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

The Maintenance Division’s budget line item for wages in the 21/22 budget includes funds for this position.

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

A minimum of 10 Maintenance Workers

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

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

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

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

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

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

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

No

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

Does the department have a reserve?

Yes – \$1,069,000.

PUBLIC WORKS MAINTENANCE WORKER II

DEFINITION

Under general supervision, to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; to operate light equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced journey level in the Public Works Maintenance Worker Class series. Incumbents are assigned to a variety of maintenance, repair, construction, and light equipment operation assignments. They may also operate heavy equipment, similar to that operated by a Public Works Maintenance Worker III, in a training capacity, or, on an emergency basis.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PUBLIC WORKS MAINTENANCE WORKER II - 2

EXAMPLES OF DUTIES

- Performs a variety of unskilled and semi-skilled duties in the maintenance, construction, and repair of County roads.
- Bridges and drainage systems.
- Operates basic road maintenance equipment such as trucks, snowplows, and loaders.
- Performs unskilled duties such as cutting weeds, clearing debris, cleaning ditches, and painting guard rails.
- Paves, patches, and repairs roads and streets.
- Mixes oil and base materials for road patching and resurfacing.
- Loads, rakes, and shovels asphalt.
- Hand sweeps surfaces.
- Operates hand tools such as jackhammers and chain saws.
- Straightens and replaces snow stakes and road signs.
- May drive vehicles to transport materials, tools, and equipment.
- Performs routine maintenance and repair tasks on equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- Assists with the installation and repair of traffic control and warning signs.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

PUBLIC WORKS MAINTENANCE WORKER II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of light equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and light equipment on streets and roads.
- Work safety methods and programs.

Ability to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Operate light equipment.
- Maintain basic records.
- Perform heavy physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- 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:

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker I with Plumas County.

Special Requirements: Possession of an appropriate valid and current California Class "A" or "B" Driver's License, meeting the performance requirements of the position.

Incumbents transporting hazardous materials may be required to possess special endorsements.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



AGENDA REQUEST

For the April 5, 2022 meeting of the Plumas County Board of Supervisors

March 25, 2022

To: Honorable Board of Supervisors

From: *FOR: Rob Thorman, Assistant Director*
John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to recruit for seasonal Extra Help to assist during the 2022 Summer Season across all Public Works Maintenance Districts, discussion and possible action.

Background:

Every Summer, Public Works hires seasonal maintenance workers to assist with all of its maintenance districts.

The Department is requesting to continue this practice for the 2022 Summer season. See attached flyer.

Funds have been allocated in the FY 21/22 budget for the Department of Public works as approved by the Board of Supervisors on September 30, 2021

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to recruit for Extra Summer Help throughout its maintenance districts.

Attachments: Summer Help Flyer

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS



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

SUMMER WORK - - 2022 Offered by Plumas County Department of Public Works **Must be 18 years old to apply**

The Plumas County Department of Public Work is looking for people to work as Extra Help employees for the Summer at each of the following locations:

Beckwourth Maintenance District
Chester Maintenance District
Mechanic Shop (located in Quincy)

Greenville Maintenance District
Quincy Maintenance District
Graeagle Maintenance District

Pay Rate: \$15.00/Hr.

Maintenance District Location Duties – Under Supervision, to perform a variety of assignments such as assisting with maintenance, repair and construction, flagging, painting, shoveling, general maintenance work around the Public Works yards. Assisting others as directed.

Work is performed generally outdoors throughout the county.

Possession of an appropriate California Driver's License is required. A copy of an original DMV printout must accompany your application. Employee must provide work boots.

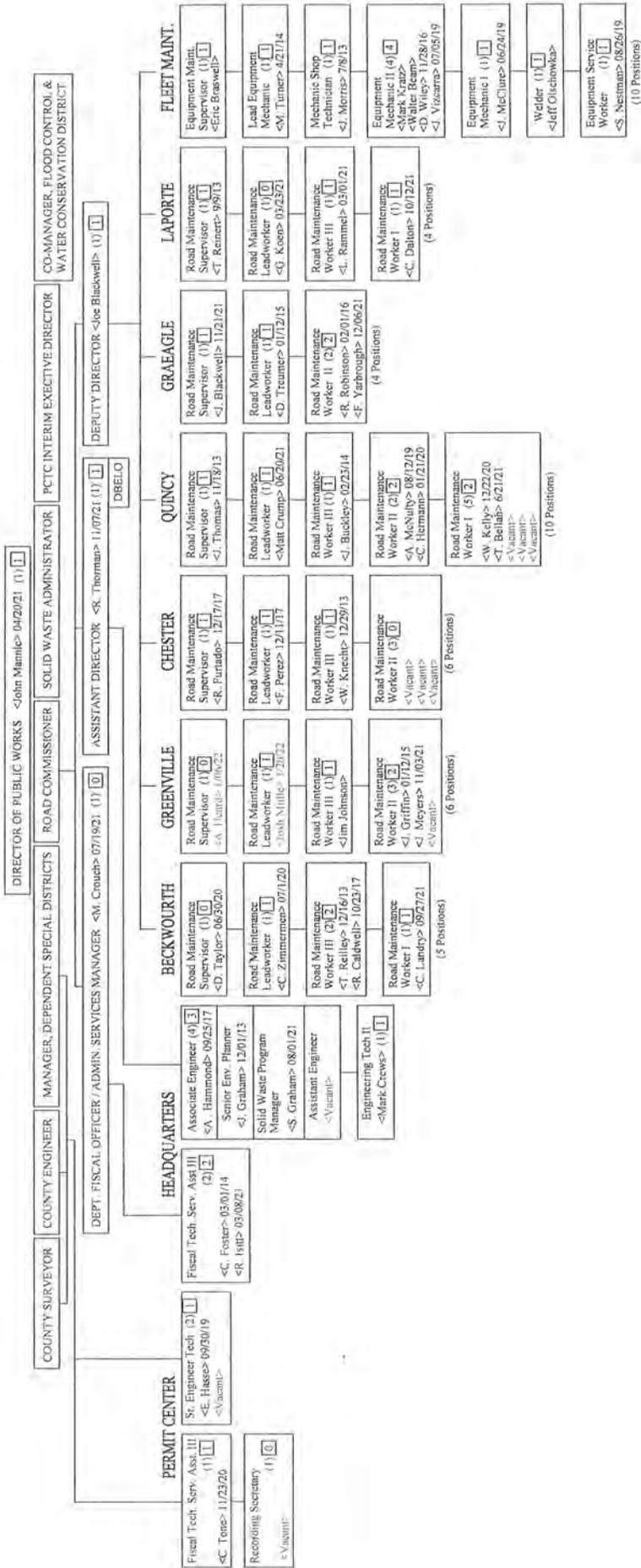
Quincy Mechanic's Shop Duties – Under supervision, to perform basic servicing / cleaning of County automotive and construction equipment. Assist mechanics on maintenance and repair jobs, parts cleaning, part runner, and related work as required.

Work is performed inside and outside the mechanics shop.

Possession of an appropriate California Driver's License is required. A copy of an original DMV printout must accompany your application. Employee must provide work boots.

*Application form is located on line at the Pumas County Website,
<http://www.countyofplumas.com> and should be submitted to Plumas County Human Resources
Department @ 520 Main Street, Quincy, CA 95971*

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



FOR: Director of Public Works
Revision Date: 3/24/22

Item 5K



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MARCH 25, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 5, AGENDA

RE: REQUEST TO FILL A VACANT OFFICE SUPERVISOR POSITION

It is Recommended that the Board of Supervisors

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

Background and Discussion

The Department of Social Services has experienced a vacancy at the Office Supervisor position. As is explained in further detail on the attached position classification form, this is a mission critical position in the Department of Social Services. The position is responsible for the supervision of the front desk operations, clerical and administrative functions, and registration of new applications. With that in mind, the Department requests that your Board approve refilling the position as soon as administratively possible.

Financial Impact

There is no financial impact to the General Fund resulting from this action.

Copies: DSS Management Staff

Enclosures:

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Supervisor

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

Answer: Yes. Public social services are state mandated.

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

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth. This position supervises clerical support positions that perform state-mandated fingerprint imaging, screening of applicants and other reception support functions.

- How long has the position been vacant?

Answer: The position became vacant effective March 21, 2022.

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

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state approves our requested staffing levels and funds such positions accordingly.

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

Answer: We will not be able to process perform critical tasks associated with administrative cost claiming and accounting.

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

Answer: We will not expend state funds that have been allocated to this function.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

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

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

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

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

Position Classification: Office Supervisor

FTE: 1.00

Budgeted Position: Yes

This position is part of the administrative and clerical support structure of the Department of Social Services. Generally, administrative and clerical support functions are funded through Federal (50%), State General Fund dollars (35%) and 1992 Realignment (15%) dollars.

These funding allocations are established in state law.

Mandated Program: Yes.

Social Services programs are state-mandated and county-administered public services. Our mandates include requirements to interview all applicants for public assistance who are requesting CalFresh assistance as part of their application. Other mandates include screening for CalWORKs cash assistance and providing access to Covered California and the Affordable Care Act.

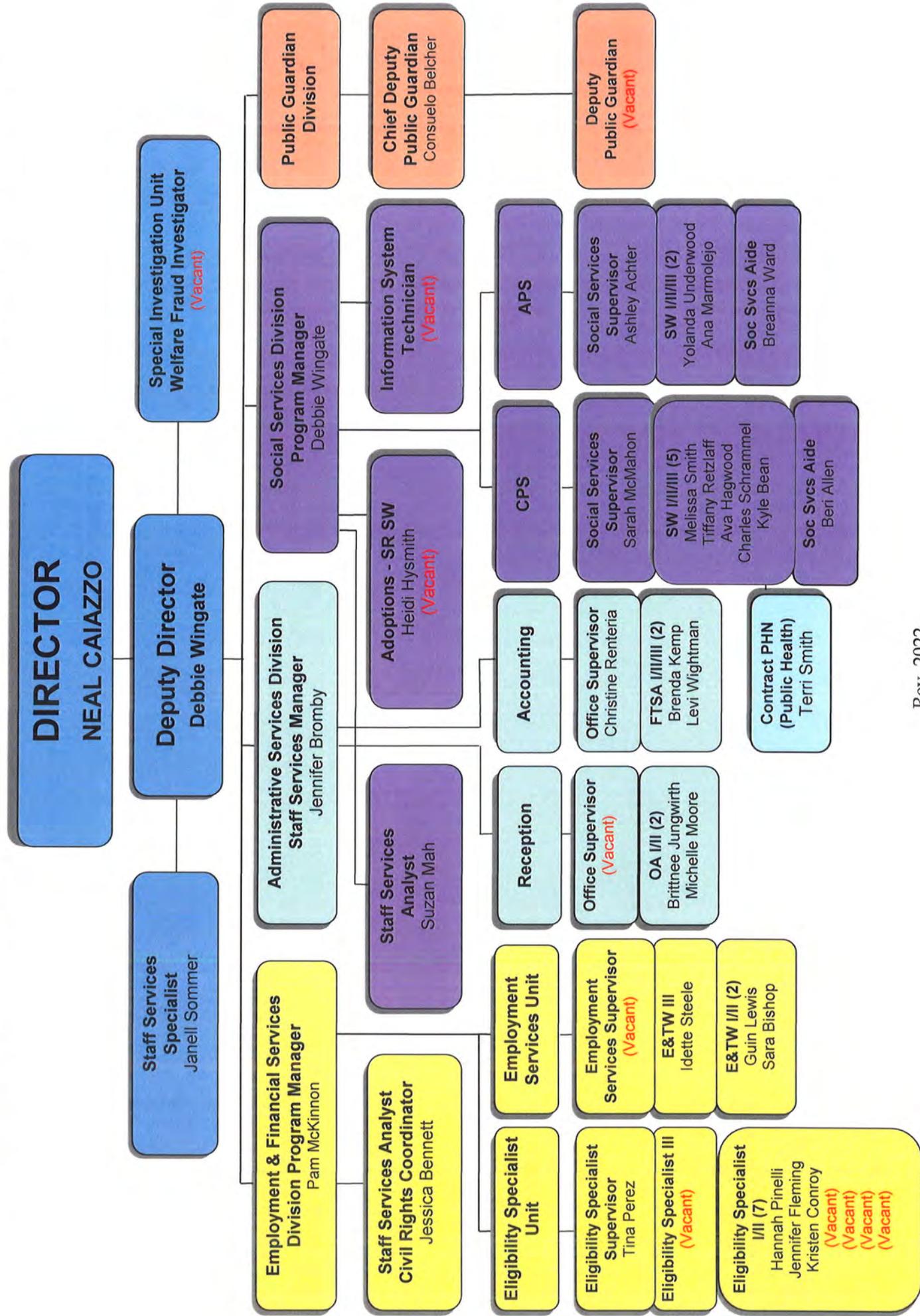
Position Description:

This position is responsible for oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

Funding Sources:

The funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Planning & Building Services Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002



Case Report

Location of Violation: 1050 Highway 36, Chester CA

Case No: 22-00003

APN: 001-340-042-000

Property Owner Name: Willis, Ken

Date: Friday, March 25, 2022

Reporting Officer Jennifer Langston CCEO #C45666093

Narrative: On July 26, 2021, Dr. Mark Satterfield, County of Plumas Local Health Officer, declared a Health Emergency Pursuant to California Health and Safety Code Section 101080 due to the Beckwourth Complex Fire and the Dixie and Fly Fire. According to the Department of Toxic Substances Control; after a major wildfire disaster, the potential for widespread toxic exposure and threats to public health exists due to the incineration of building materials which may contain siding, roofing tiles, and insulation, resulting in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. The exposure of debris and ash from residential and commercial structure fires which include hazardous waste such as paint, gasoline, compressed gas cylinders, and other chemicals that may have been stored in the burned structures, may also lead to acute and chronic health effects, and may cause long-term public health and environmental impacts.

December 21, 2021, was the deadline for enrolling in the Alternative Program, set by the Plumas County Board of Supervisors. The property, located at 1050 Main Street in Chester, CA, APN: 001-340-042-000, identified by the Plumas County Assessor's Office, Tax Roll, as Ken Willis, sole owner of the said property. As of 3/25/2022, this property has not enrolled in the Alternative Program for the cleanup from the devastating Dixie Fire and violates the following:

Plumas County Code Section 4-9.204; Removal of Structural Debris and Hazard Trees Through the Government Program.

Plumas County Code Section 4-9.205; Owner's Removal of Structural Debris through the Alternative Program.

A search of permits through the Plumas County Building Department, confirms two structures were constructed on the said property. Permit Number 95-440, shows a building permit was submitted and approved in 1995 for a shop, 50' x 80', and for a warehouse, 40' x 50'. Google maps, Satellite view confirms these building were constructed on the above said property. According to the Cal Fire, Dixie Fire Structure map; it is verified, two structures on the said property were destroyed greater than 50%. (see attachments)

Signature: _____

A handwritten signature in blue ink, appearing to be "JL", written over a horizontal line.

Date: _____

3/25/22

Planning & Building Services

Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002



The Office of Code Enforcement sent the Beckwourth Complex and Dixie Fires Debris Removal Violation 10-Day Abatement Notice and Order, January 28, 2022, Certified Mail. On February 3, 2022, the notice was picked up at 1101 hours.

Ken Willis contacted the Office of Code Enforcement. I directed his call to Environmental Health, where Jerry Sipe with Environmental Health and myself helped Mr. Willis with any concerns he had regarding enrolling in a program. Sipe also emailed Willis the appropriate paperwork for the Alternative Program. Please see the attached email from February 7, 2022, from Jerry Sipe to willisautowrecking@gmail.com. The email also contained the following attachments:

- Plumas County Fire Debris Removal
- Alternative (Private) Debris Removal Program Beckwourth Complex and Dixie Fires
- Plumas County Fire Debris Removal
- Alternative Fire Debris Removal Program Application

As of March 4, 2022, the above property had not been corrected, and paperwork had not been received for the Plumas County Fire Debris Removal Program. The Office of Code Enforcement sent a Notice of Beckwourth Complex and Dixie Fire Debris Nuisance Abatement Hearing, Certified Mail and posted on-site at 1050 Highway 36, Chester, CA. (see attached photo of the posted notice). The Certified Mail was delivered to an individual on March 16, 2022, at 1942 hours in Martinez, CA.

I, Jennifer Langston, Chief Code Enforcement Officer, contacted property owner Willis on Tuesday, March 22, 2022, at approximately 1008 hours and asked Willis for permission to enter and photograph his property to include the burned structures at 1050 Highway 36 in Chester, CA. Willis denied access to his property. I informed Willis that I would be taking pictures of his property from a public right of way. I also informed him that I would print up the Alternative Debris Removal Program information Jerry Sipe had sent him via email and hand it to him in person on Wednesday at 1500 hours.

On March 22, 2022, at approximately 1411 hours, I arrived at the property known as Willis Auto Wrecking and took pictures of the Dixie Fire Burn Scar and what appears to be some voluntary cleanup. I could not locate the two structures in question from my access point on Old Ski Road in Chester, CA.

On March 23, 2022, at approximately 1300 hours, I met with Mr. Willis on the front of his property. I handed him a copy of the email Sipe had sent him on February 7, 2022, and included the attachments. Due to Willis's comments at the Board of Supervisors meeting on March 16, 2022, and while talking to him over the phone regarding the progress of his cleanup efforts, I handed Willis a STOP-WORK NOTICE and informed him to stop cleaning the burned structures located on his property, immediately. I also posted a STOP-WORK NOTICE on his office entryway.

Signature: _____

Date: 3/25/22

**Planning & Building Services
Code Enforcement Office**

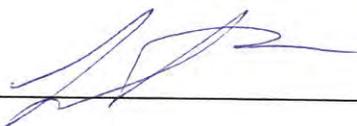
555 Main Street, Quincy, CA 95971
(530) 283-7002



I provided Dillion (a Contractor's Foreman, on-site at the time of contact with Mr. Willis) contact information for Environmental Health. Willis will receive help from Dillion in the proper cleanup of the property.

Please note I was the Local Coordinator for the Disaster Relief Center in Chester, where the Plumas County Right of Entry and Fire Debris Removal team was on-site assisting fire victims. Mr. Willis attended the Disaster Relief Center on 9/14/2021 and again on 9/17/2021. (See attached Damage Survey Forms for the Disaster Relief and Local Assistance Center)



Signature: 

Date: 3/25/22

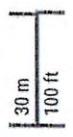


Parcel Ownership

Assessor Parcel (APN)

001340042
64.03 +/-
WILLIS KEN

APN	001340042
Approx Acres (GIS)	64.03 +/-
Owner	WILLIS KEN
C/O	
Mailing Address	
City	
State	
ZIP	
TRA Tax Rate Area	
Assessor Tax Map	
Assessor Land Use Code	
Assessor Taxability Code	
Assessed Land Value	
Assessed Structure Value	



Plumas County GIS - Quincy, California - ©2021

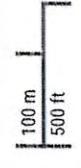
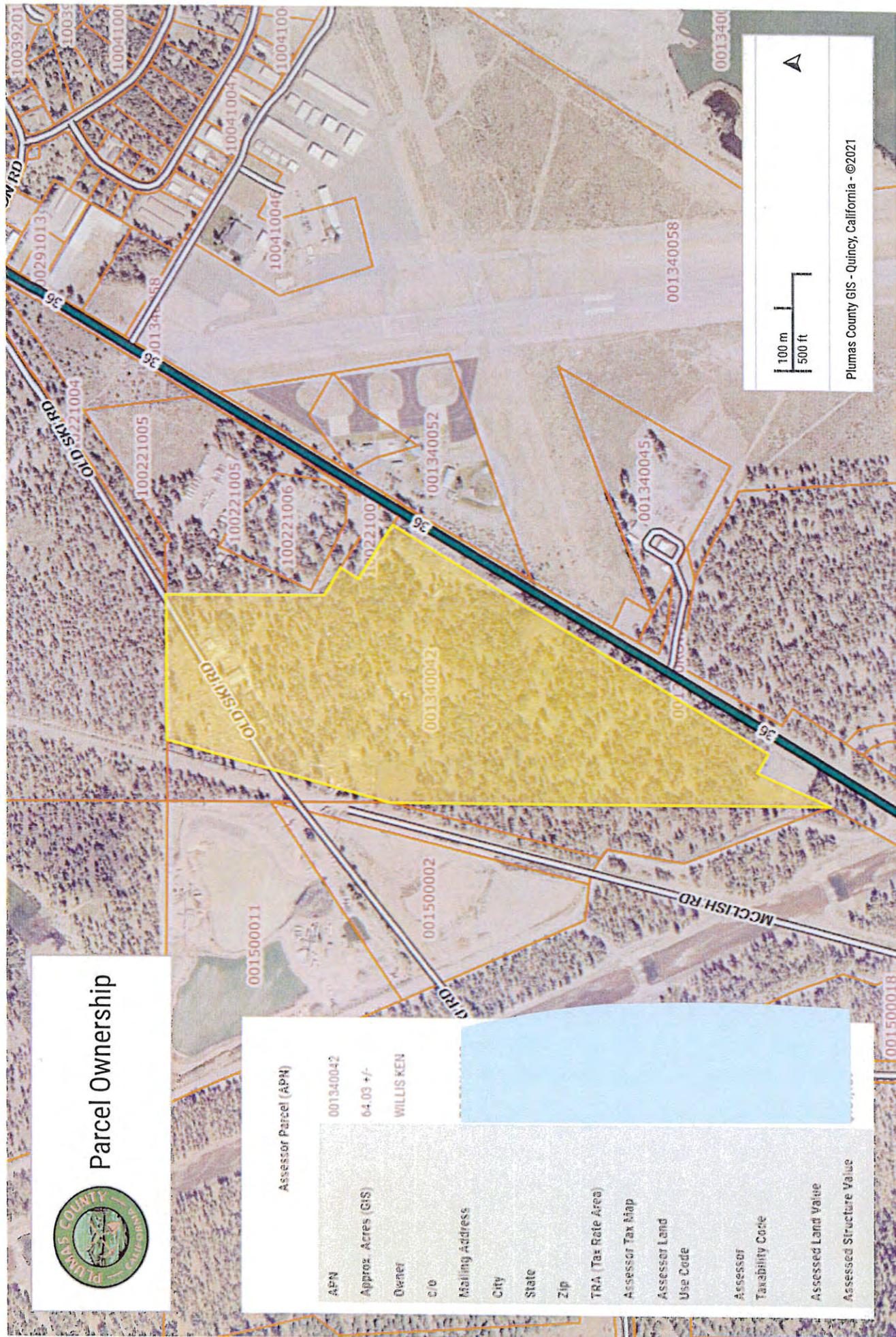


Parcel Ownership

Assessor Parcel (APN)

001340042
64.03 +/-
WILLIS KEN

APN	001340042
Approx. Acres (GIS)	64.03 +/-
Owner	WILLIS KEN
C/O	
Mailing Address	
City	
State	
Zip	
TAA (Tax Rate Area)	
Assessor Tax Map	
Assessor Land Use Code	
Assessor Taxability Code	
Assessed Land Value	
Assessed Structure Value	



A

Plumas County GIS - Quincy, California - ©2021

Asmt: 001-340-042-000 Feeparcel: 001-340-042-000 Status: ACTIVE Owner: WILLIS KEN

Situs Address	1050 MAIN ST CHESTER	
Name Address	WILLIS KEN	
Status	ACTIVE	Status Date
Taxability Code	880	Descr
TRA	053-035	Base Date
Creating Doc#	1900I-----	Create Date
Current Doc#	1900I-----	Cur Date
Terminating Doc#		Term Date
Neighborhood Code	001	Supl Cnt
Asmt Description	COMMERCIAL IMPROVED	
LandUse 1	51	Dwell 1
LandUse 2	XX	SqFt
Zoning 1		0
Acres	64.03	
Comments		

- Values**
- Land
 - Structure
 - FixtureRP
 - Growing
 - Total L&I
 - Fixtures
 - TR/Date
 - Status
 - Description

- TPZ
- Multi Situs
- Asmt PP
- Ag Pres
- 910 MH
- Tax PP
- Etal
- Flag 1
- Appeal
- Bonds
- Flag 2
- Prop 19
- Split

File Edit View Help

ASW0100INQv2.5.0.5: Ownership Detail

Assessor Inquiry

Mar 24, 2022 8:24:02 AM (-07:00)

Asmt: 001-340-042-000 Feeparcel: 001-340-042-000 Status: ACTIVE Owner: WILLIS KEN Total Own: 100%

Owner	Set/Seq	H/W	Primary	Title Attached	GrantingDocNum	Ownership%
WILLIS KEN	1/1		<input checked="" type="checkbox"/>			100.00000000%

Granting (Right-click any field below for Col Selector)

Doc Num	RecDate	TranTax	Gro...	Code	Descr	ParentAsmt	Granting Notes

Main Ownership Detail Ownership History Mfg Homes Attributes Situs Parcel Desc

1/1	1/1	PH	Phy Char.	TC Inq.	Images		
-----	-----	----	-----------	---------	--------	--	--

1 records found.

CNP006, 10/13/1999 4:44:29 PM

B

PLUMAS COUNTY BUILDING DEPARTMENT
BUILDING PERMIT APPLICATION

Quincy Office: 520 W. Main Street, P.O. Box 10179
Quincy, CA 95971 (916) 283-6225 FAX (916) 283-6415

Chester Office: 221 1ST. Ave, PO Box 545
Chester, CA (916) 258-2108

OWNER: Ken Willis DATE: 10-3-95

Mailing Address: P.O. 1128 CHESTER CALIF Zip Code: 96020

Home Phone: 916-258-2938 Office or Message #: 916-258-3478

CONTRACTOR: SELF California License #: _____ Class: _____

Mailing Address: _____ Zip Code: _____

Office Phone: _____ Home Phone: _____

Workman's Comp. Insurance Carrier: _____ On file: YES / NO Expires: _____

IMPROVEMENT SITE:

Street Address: 1050 HWY 36 E ASSESSOR PARCEL NUMBER: 001-340-42

Town: CHESTER

TYPE OF PERMIT APPLYING FOR: (Please check the type of permit(s) applying for)

- Building (specify) Move (4,000^{sq} BLOG.) SHOP
- Mobilehome Installation
- Gas Piping
- Well
- Septic System
- Other (specify) _____
- Woodstove
- New Electrical Service
- Electrical Upgrade

IF THERE ARE QUESTIONS/PROBLEMS WITH THIS SUBMITTAL, WHOM SHALL WE CONTACT?

Name: KEW WILLIS Phone: 916-258-2938

Address: _____

NOTE: Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be destroyed. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days, IF written request from applicant is received prior to the 180 days, showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to review action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee, and would be subject to any new requirements or fees.

Ken Willis
Signature

Contractor Owner-Builder
 Other (Specify) _____

MOBILEHOME and MANUFACTURED HOUSING ONLY:

Manufacturer: _____	Length: _____	Width: _____
Number: _____	Roof Snow Load: _____	
Date of Manufacture: _____	Pier Set: _____ (As per mfg'r's installation)	
	Other Support System: _____ (Provide plans & engineering)	

- Complete Submittal
- Ownership Verified
- Contractor's License Verified
- Structural Approved
- Owner-Builder From Signed
- Workman's Comp. On File

PLANNING DEPARTMENT REVIEW

Records

	BOOK	PAGE	APP. REQ.
HAP			
C.C.			
N.V.			

CEQA

EXEMPT: SEC. 15061(b)(3) (NOT SUBJECT TO CEQA)

SEC. 15300.1 (MINISTERIAL)

SEC. 15301 (EXISTING FACILITIES)

SEC. 15302 (REPLACEMENT/RECONSTRUCTION)

SEC. 15303 (NEW/CONVERSION SMALL)

OTHER _____

NON-EXEMPT: N/D _____ EIR _____

Zoning

ZONING(S) I-2, LTD

ORD(S) 93-823

PERMITTED USE

LAWFUL NONCONFORMING USE

APPLICABLE	DATE
<input type="checkbox"/> SPECIAL USE PERMIT	
<input type="checkbox"/> VARIANCE	
<input type="checkbox"/> PLANNED DEVELOPMENT PERMIT	
<input type="checkbox"/> SITE DEVELOPMENT PERMIT	
<input type="checkbox"/> FIRE WARDEN REVIEW	
<input type="checkbox"/> FLOOD STUDY	
<input type="checkbox"/> HISTORIC REVIEW	
<input type="checkbox"/> SCENIC REVIEW	
REQUIREMENTS MET	
<input type="checkbox"/> AIRPORT SURFACE	
<input type="checkbox"/> AIRPORT ZONE OF INFLUENCE	
<input type="checkbox"/> ROOF SHEDDING	
<input type="checkbox"/> NOISE LIMITATION	
<input type="checkbox"/> INDUSTRIAL PROTECTION ZONE	

	SPACES				
	REQ	REQ	MOD	PROP	COMPLETED
PARKING					
LOADING					
LANDSCAPING	SQ. FT.				
PAVING					

HEIGHT: LIMIT 35 ft.

PROPOSED 35 ft.

COVERAGE: LIMIT _____ %

PROPOSED _____ %

SEPTIC SYSTEM

WELL

APPROVED FOR USE ONLY. LOCATION TO BE APPROVED BY DEPARTMENT OF ENVIRONMENTAL HEALTH

General Plan

PRIME OPPORTUNITY AREA

MULTIPLE FAMILY USE

COMMERCIAL USE

INDUSTRIAL USE

OTHER USE

DEVELOPMENT

APPLICABLE COMPLETED

DEVELOPMENT STANDARDS	COMPLETED
ROADWAY	
PAVED	
YEAR-ROUND, MAINTAINED	
PAVED INTERNAL	
WATER	
EXISTING SYSTEM	
NEW SYSTEM	
750 GPM	
1000 GPM	
SEWER	
COMMUNITY SYSTEM	
SYSTEM WAIVED	
STREET LIGHTING	
FIRE PROTECTION	
III DISTRICT	
YEAR-ROUND SERVICE	
REALISTIC RESPONSE TIME	
OPEN SPACE	

MODERATE OPPORTUNITY AREA

COMMERCIAL ZONE

INDUSTRIAL ZONE

OTHER ZONE

ROAD PAVING REQUIRED

SEE SUP

STRUCTURE	YARDS (SETBACKS)					
		FRONT	FRONT	REAR	LEFT	RIGHT
WAREHOUSE #2 (B)	REQUIRED					
	PROPOSED					
	REQUIRED					
	PROPOSED					
	REQUIRED					
	PROPOSED					

INITIAL REVIEW

PROBLEMS _____

INITIAL REVIEW BY _____ DATE _____

FINAL REVIEW

COMMENTS/REQUIREMENTS No potential impacts on environmental setting or ability to mitigate adverse impacts OK to issue per conversation with John Williams

FINAL REVIEW BY [Signature] APPROVED DATE 10/4/95

PLAN CHECK # 95-440

BUILDING PERMIT FEE WORKSHEET

NAME: Willie, Ken

SUBMITTAL DATE: 10/3/85

Shops
50 x 80 = 4000 ~~sq~~
4000 x 80 = 320,000

Fee Taken: 0
MHI Plan Check Fee: _____
Septic Fee: _____
Well Fee: _____
Prints: _____
Receipt #: _____
Check #: _____

CONSTRUCTION:

_____ sq. ft. @ _____ Dwelling = _____
_____ sq. ft. @ _____ Garage = _____
_____ sq. ft. @ _____ Storage = _____
_____ sq. ft. @ _____ Carport = _____
_____ sq. ft. @ _____ Addition = _____
_____ sq. ft. @ _____ Deck = _____
_____ sq. ft. @ _____ Porch = _____
_____ sq. ft. @ _____ = _____
_____ sq. ft. @ _____ = _____
TOTAL VALUATION = _____

Total Bldg. Permit Fee _____
Less Plan Check Fees (-) 0
Inspection Fee Balance = _____
Driveway _____
New Electrical Service _____
Gas Piping Service _____
PRINTS: 18"x26" _____ @ \$1.60 _____
24"x36" _____ @ \$3.00 _____
SMIP: Residential (.0001) _____
Nonresidential (.00021) _____
BALANCE DUE \$ _____

**PLUMAS COUNTY BUILDING DEPARTMENT
BUILDING PERMIT APPLICATION**

Quincy Office: 520 W. Main Street, P.O. Box 10179
Quincy, CA 95971 (916) 283-6225 FAX (916) 283-6415

Chester Office: 221 1st. Ave, PO Box 545
Chester, CA (916) 258-2108

OWNER: KEW WILLIS DATE: 10-3-95

Mailing Address: P.O. 1128 Chester CA. Zip Code: 96020

Home Phone: 916-258-2938 Office or Message #: 916-258-3478

CONTRACTOR: SELF California License #: _____ Class: _____

Mailing Address: _____ Zip Code: _____

Office Phone: _____ Home Phone: _____

Workman's Comp. Insurance Carrier: _____ On file: YES / NO Expires: _____

IMPROVEMENT SITE:

Street Address: 1050 Hwy 36 E ASSESSOR PARCEL NUMBER: 001-340-42

Town: CHESTER

TYPE OF PERMIT APPLYING FOR: (Please check the type of permit(s) applying for)

- Building (specify) MOVER (2000^{sq} BLDG.) WAREHOUSE
- Mobilehome Installation
- Gas Piping
- Well
- Septic System
- Other (specify) _____
- Woodstove
- New Electrical Service
- Electrical Upgrade

IF THERE ARE QUESTIONS/PROBLEMS WITH THIS SUBMITTAL, WHOM SHALL WE CONTACT?

Name: KEW WILLIS Phone: 916-258-2938

Address: _____

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[Signature]
Signature

____ Contractor Owner-Builder
____ Other (Specify) _____

MOBILEHOME and MANUFACTURED HOUSING ONLY:	
Manufacturer: _____	Length: _____ Width: _____
Number: _____	Roof Snow Load: _____
Date of Manufacture: _____	Pier Set: _____ (As per mfg'r's installation)
	Other Support System: _____ (Provide plans & engineering)

____ Complete Submittal ____ Ownership Verified ____ Contractor's License Verified
____ Structural Approved ____ Owner-Builder From Signed ____ Workman's Comp. On File

PLANNING DEPARTMENT REVIEW

Records

	BOOK	PAGE	APP. REQ.
HAP			
C.C.			
H.V.			

CEQA

EXEMPT: SEC. 15061(b)(3) (NOT SUBJECT TO CEQA)

SEC. 15300.1 (MINISTERIAL)

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SEC. 15302 (REPLACEMENT/RECONSTRUCTION)

SEC. 15303 (NEW/CONVERSION SMALL)

OTHER _____

NON-EXEMPT: N/D _____ EIR _____

Zoning

ZONING(S) I-2, LTD

ORD(S) 93-823

PERMITTED USE

LAWFUL NONCONFORMING USE

APPLICABLE _____ DATE _____

SPECIAL USE PERMIT 11-9071-10

VARIANCE

PLANNED DEVELOPMENT PERMIT

SITE DEVELOPMENT PERMIT

FIRE WARDEN REVIEW

FLOOD STUDY

HISTORIC REVIEW

SCENIC REVIEW

REQUIREMENTS MET

AIRPORT SURFACE

AIRPORT ZONE OF INFLUENCE

ROOF SHEDDING

NOISE LIMITATION

INDUSTRIAL PROTECTION ZONE

	SPACES				COMPLETED
	REQ	REQ	MOD	PROP	
PARKING					
LOADING					
LANDSCAPING					SQ.FT.
PAVING					

HEIGHT: LIMIT 35 ft.

PROPOSED <35 ft.

COVERAGE: LIMIT _____ %

PROPOSED _____ %

SEPTIC SYSTEM

WELL

APPROVED FOR USE ONLY. LOCATION TO BE APPROVED BY DEPARTMENT OF ENVIRONMENTAL HEALTH

General Plan

PRIME OPPORTUNITY AREA

MULTIPLE FAMILY USE

COMMERCIAL USE

INDUSTRIAL USE

OTHER USE

DEVELOPMENT

APPLICABLE _____ COMPLETED _____

DEVELOPMENT STANDARDS

ROADWAY

PAVED

YEAR-ROUND, MAINTAINED

PAVED INTERNAL

WATER

EXISTING SYSTEM

NEW SYSTEM

750 GPM

1000 GPM

SEWER

COMMUNITY SYSTEM

SYSTEM WAIVED

STREET LIGHTING

FIRE PROTECTION

IN DISTRICT

YEAR-ROUND SERVICE

REALISTIC RESPONSE TIME

OPEN SPACE

SEE SUP

MODERATE OPPORTUNITY AREA

COMMERCIAL ZONE

INDUSTRIAL ZONE

OTHER ZONE

ROAD PAVING REQUIRED

STRUCTURE	YARDS (SETBACKS)	FRONT				REAR		LEFT		RIGHT	
		REQUIRED	PROPOSED								
WAREHOUSE #1 (A)	REQUIRED	20	/	30	30	30					
	PROPOSED	1250'	/	550	+1100	250					
	REQUIRED										
	PROPOSED										
	REQUIRED										
	PROPOSED										

INITIAL REVIEW PROBLEMS _____

INITIAL REVIEW BY _____ DATE _____

FINAL REVIEW COMMENTS/REQUIREMENTS OK to issue per conversation w/ John McMorris. No potential impacts on environmental setting or ability to mitigate adverse impacts

FINAL REVIEW BY [Signature] APPROVED DATE 10/4/95

BUILDING PERMIT FEE WORKSHEET

NAME: Willis, Ken SUBMITTAL DATE: 10/3/95

Warehouse

$40 \times 50 = 2000 \text{ ft}^2$

$2000 \text{ ft}^2 \times 50 = 100,000$

Fee Taken:
 MHI Plan Check Fee:
 Septic Fee:
 Well Fee:
 Prints:
 Receipt #:
 Check #:

CONSTRUCTION:

_____ sq. ft. @ _____ Dwelling = _____
 _____ sq. ft. @ _____ Garage = _____
 _____ sq. ft. @ _____ Storage = _____
 _____ sq. ft. @ _____ Carport = _____
 _____ sq. ft. @ _____ Addition = _____
 _____ sq. ft. @ _____ Deck = _____
 _____ sq. ft. @ _____ Porch = _____
 _____ sq. ft. @ _____ = _____
 _____ sq. ft. @ _____ = _____
 TOTAL VALUATION = _____

Total Bldg. Permit Fee _____
 Less Plan Check Fees (-)
 Inspection Fee Balance = _____
 Driveway _____
 New Electrical Service _____
 Gas Piping Service _____
 PRINTS: 18"x26" _____ @ \$1.60 _____
 24"x36" _____ @ \$3.00 _____
 SMIP: Residential (.0001) _____
 Nonresidential (.00021) _____
 BALANCE DUE \$ _____

LETTER OF TRANSMITTAL
HOLK ENGINEERING

~~289 Main St. Suite #7~~ 401 PENINSULA DR #3
Chester, Ca. ~~96020~~ LAKE ALMANDO,
CA 96137
Telephone (916) ~~258-2440~~ OFFICE / FAX
Fax (916) ~~258-3776~~ (916) 596-3245

TO: PLUMAS COUNTY BLDG DEPT
P.O. Box 10179
QUINCY, CA 95971

DATE: OCT 13 1995
SUBJECT: STRUCTURAL
PLAN CHECK PC 95-440
WILLIS SHOP
WILLIS WAREHOUSE

ATTN: JOHN CUNNINGHAM

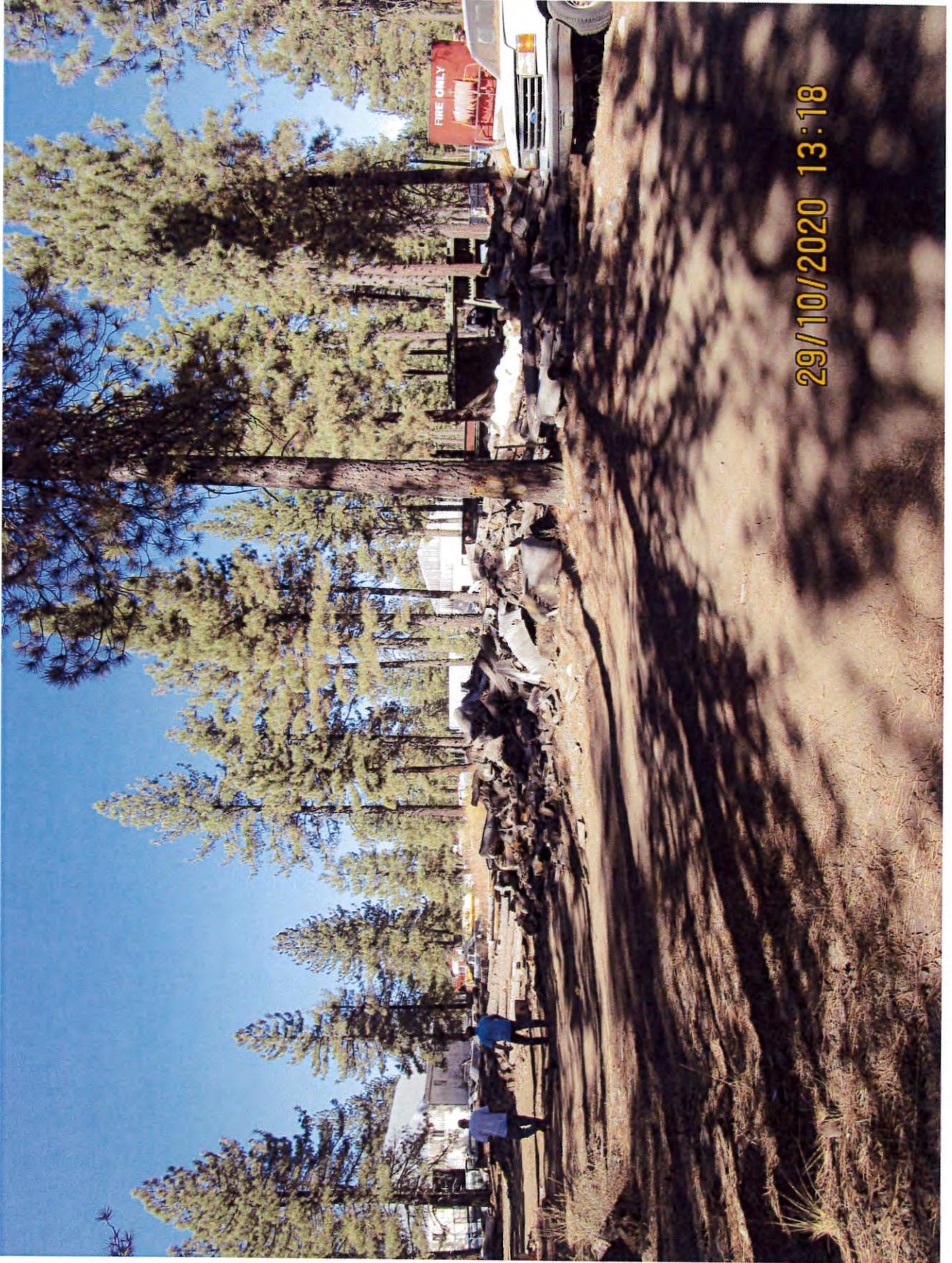
WE ARE TRANSMITTING HEREWITH:

- 1 - SET PLANS & CALCS - WILLIS SHOP
- 1 - SET PLANS & CALCS - WILLIS WAREHOUSE

COMMENTS: BOTH SETS OF CALCS ARE ONLY FOR WOPSE
PLANS & CALCS NEED TO BE RESUBMITTED FOR WOPSE
SNOWLOADING

BY: *John D. Holk*

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the 2 structures within the photo.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the structure located on the said property.



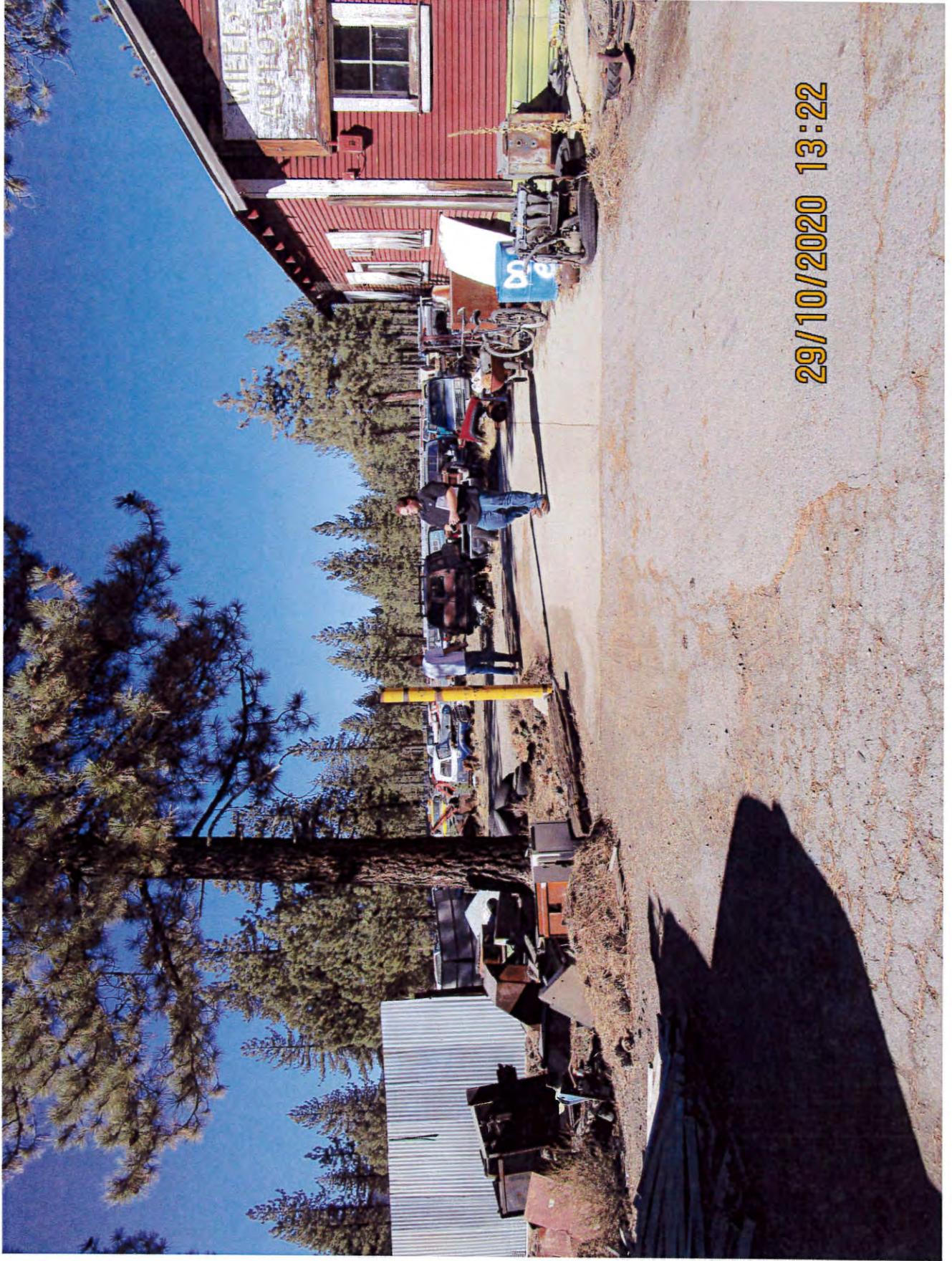
APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the contents within this structure, located on the said property.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the structure within the photo.

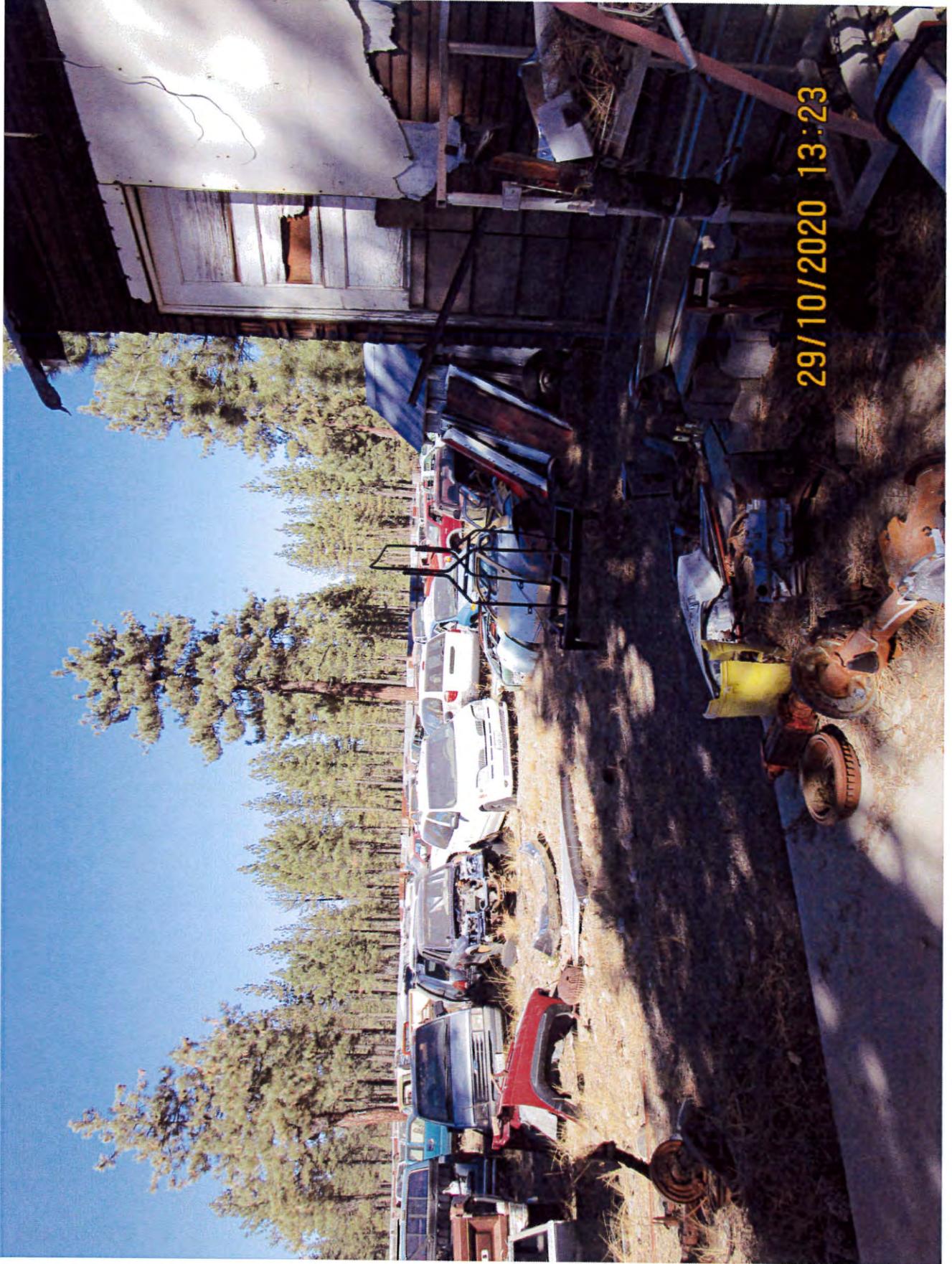


APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the structure within the photo.

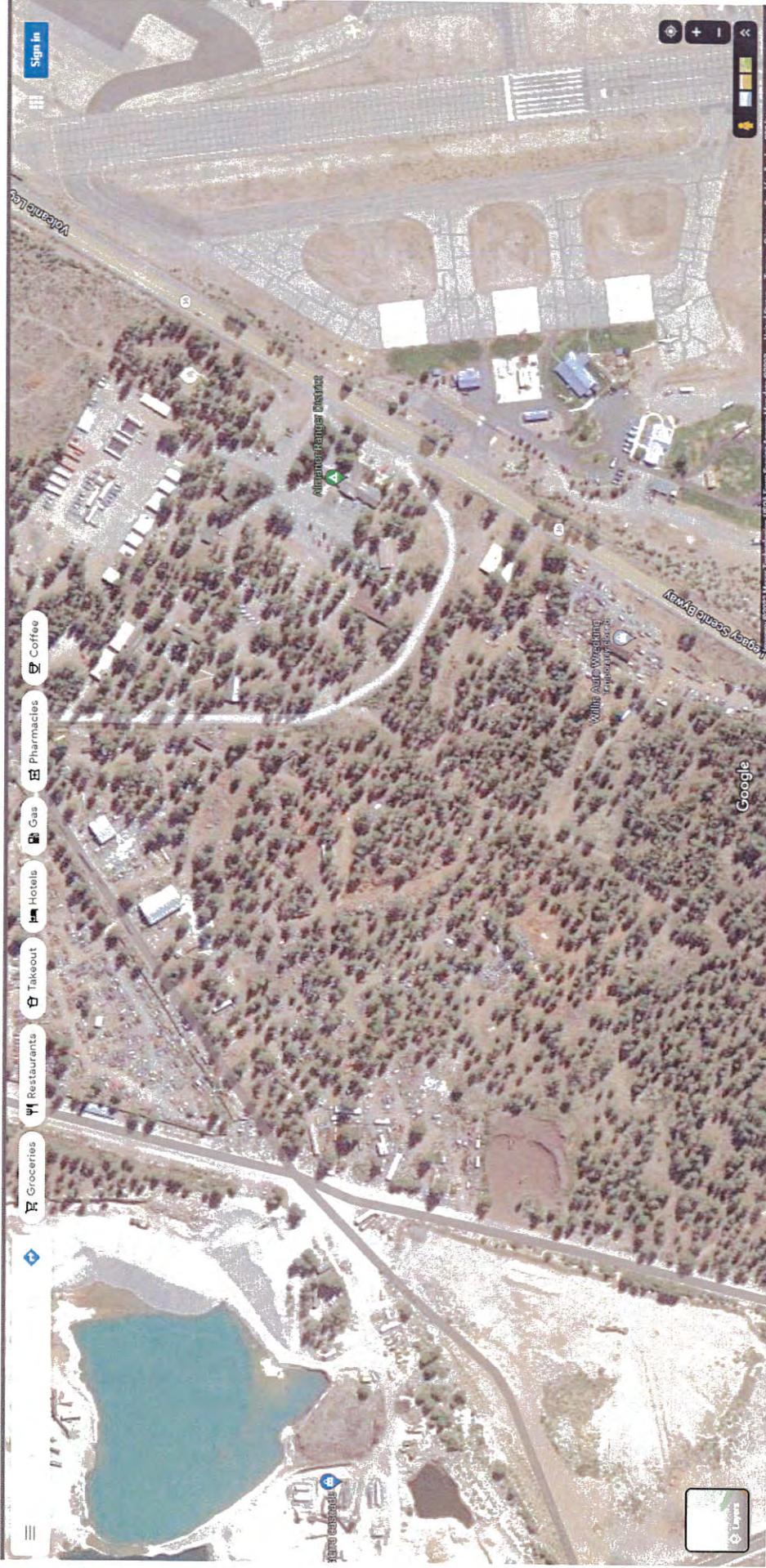


29/10/2020 13:22

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Photo Taken from a site inspection conducted 10/29/2020. Note: the structure within the photo.



Satellite view of Willis Auto Wrecking, Chester from Google Maps



Street view of Willis Auto Wrecking, Chester from Google Maps





Information

About
Field damage inspection has concluded. The icons on the map indicate the known status of the structure.

Addresses may be entered into search bar to find a specific location.

- For additional information visit:
- CAL FIRE - [incident page](#)
 - Ready for Wildfire - [Returning Home](#)

Legend

- Structure Status:**
- Destroyed (>50%)
 - Major (26-50%)
 - Minor (10-25%)
 - Affected (1-9%)
 - Inaccessible
 - No Damage

Dixie Perimeter



Picture copied from the Dixie Fire Structure Status Cal Fire incident Information Damage Inspection Map
(Disclaimer on the map: (Completed last updated 9/13/2021)
Icon on map indicates this is one of two structures located on property address 1050 Highway 36, Chester, with >50% from Dixie Fire



Picture copied from the Dixie Fire Structure Status Cal Fire incident Information Damage Inspection Map
(Disclaimer on the map: (Completed last updated 9/13/2021)
Icon on map indicates this is two of two structures located on property address 1050 Highway 36, Chester, with >50% from Dixie Fire





PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
fax (530) 283-6134

1/28/2022

Property Address: 1050 Main Street, Chester, CA

APN: 001-340-042-000

Case Number: 22-00003

Owner(s) Name: Ken Willis

BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS REMOVAL VIOLATION 10-DAY ABATEMENT NOTICE AND ORDER

The owner(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number: 001-340-042-000 and having a street address of 1050 Main Street, Chester, CA, is (are) hereby notified the property is found to be a nuisance and a health hazard pursuant to the Plumas County Code Title 4. The Plumas County Public Health Department has determined that (1) fire debris and ash from qualifying structures exists on the property listed above; (2) the property is not enrolled in an approved fire debris removal program; and (3) the property is located within the area burned by the Beckwourth Complex and Dixie Fires, which drains to surface waterways and those waterways showed increased concentrations of some metals and polycyclic aromatic hydrocarbons (PAHs) in multiple sampling events that occurred after the fire. These factors constitute an emergency condition which seriously endangers the public health and/or safety and violates Plumas County Code section 4-9.208 as follows:

Properties that have fire ash and debris from the Beckwourth Complex or Dixie Fires and that do not have either an approved Right of Entry Permit for the Government-sponsored Program, or an approved application for the alternative program by the December 21, 2021 deadline set by the Board of Supervisors, are declared a nuisance and health hazard and such properties may be abated pursuant to this chapter [Chapter 53].

You are hereby on notice, pursuant to Plumas County Code Title 4, Chapter 9. – Debris Removal, you are maintaining a nuisance and health hazard on the above-referenced property. If the violation is not corrected within 10 days of the date of this notice, the County may abate the violation. The costs shall be charged to the owner(s). Costs for the abatement may be up to \$100,000 or more depending on the specific property cleanup. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the abatement.

The owner(s) may appeal the violation within 10 days of the date of this notice. The written appeal shall state the basis for the appeal. Address appeals to:

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

Appeals may also be emailed to: pcbs@countyofplumas.com

The owner(s) may correct the violation and avoid the expense of abatement by immediately contacting the Plumas County Debris Removal Center and signing up for an approved debris removal program. A valid application containing the names and signatures of both the property owner and the licensed contractor performing the work is required. Enrolling in a debris removal program allows the owner(s) to come into compliance with Plumas County Code Title 4, Chapter 9. You may call the Plumas County Right-of-Entry center at 530.283.7080 for more information.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Langston', with a long horizontal stroke extending to the right.

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Code Enforcement
(530) 283-7002
CodeEnforcement@countyofplumas.com

Langston, Jennifer

From: Sipe, Jerry
Sent: Monday, February 7, 2022 2:55 PM
To: willisautowrecking@gmail.com
Cc: Langston, Jennifer
Subject: Fire Debris Cleanup
Attachments: 09242021 Plumas FINAL Alt Program Plan.pdf; Alt Program Application.pdf

Hi Ken,

Thank you for agreeing to cleanup your property at 1050 Main Street that was impacted by the Dixie Fire. Attached is the Alt Program Plan requirements for **structural ash and debris clean up**, and they are also posted on the county website with other good information here: <https://plumascounty.us/2927/Alternative-Fire-Debris-Removal-Program>

You may choose any contractor that has the proper qualifications for this type of work, but here is a short list of consultants who have helped other local property owners meet these requirements:

Walberg, Inc.
6041 Hwy 99W
Corning, CA 96021
Office:530-824-0773
Cell:530-521-5849
Fax:530-824-5887
Attention: Sheree Liddell Sheree@walberginc.com

BELFOR Property Restoration
50 Artisan Means Way
Suite B
Reno, NV 89511
Phone: 775.424.3200
24-Hour Emergency Hotline:866.938.2447
<https://www.belfor.com/en/us/belfor-usa-offices/nevada/reno>

Guzi-West Inspection and Consulting, LLC
888-351-8189
www.guziwest.com
Redding Office Mailing Address:
PO Box 492770 | Redding, CA 96049

Select Environmental
3888 Cincinnati Avenue
Rocklin, CA 95765
916-256-3899 Office
916-486-1357 Fax
916-208-6674 Cell
selectenviro@gmail.com

You must select a contractor and return the application as a good faith effort toward compliance immediately. The application needs to be signed by both you as property owner and the contractor. After submitting the application, you



Plumas County Fire Debris Removal

ALTERNATIVE (PRIVATE) DEBRIS REMOVAL PROGRAM BECKWOURTH COMPLEX AND DIXIE FIRES

September 24, 2021

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

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ALTERNATIVE (PRIVATE) DEBRIS REMOVAL PROGRAM BECKWOURTH COMPLEX AND DIXIE FIRES

Introduction

Fire debris cleanup is a complicated process involving several steps. Whether you are using the Right of Entry (government) program or the Alternative Program, or Alt Program, the cleanup steps are the same. The primary differences are how the programs are funded, and those using the Alt Program will be responsible to manage their own cleanup. This added responsibility is not right for everyone. Be certain that you want to use the Alternative Program because once you begin an Alt Program cleanup, you will be ineligible for the Right of Entry (government) program.

This guide is meant to help homeowners, contractors, environmental consultants and others understand the Alt Program steps and requirements. If you have any questions, please contact the Debris Removal Call Center at 530-283-7080, or email us at altprogram@countyofplumas.com

Health and Safety Considerations

To ensure safety of workers, the public and the environment, property owners must follow certain protocols after a wildfire disaster when removing structural ash and debris. The Plumas County Health Officer has declared a Local Health Emergency and issued a Hazard Advisory Warning that describes the public health and environmental dangers associated with the ash and debris from the Beckwourth Complex and Dixie Fires. As a result, the cleanup work must be done safely and in a way that protects the public health and environment. Environmental Health has been charged with ensuring all cleanups meet established standards, are done safely, and adhere to certain worker and community safety protocols.

Financial Considerations

Alt Program participants are required to remediate their property and remove burn debris **at their own expense**, comply with all applicable requirements, and do so in a timely manner. These property owners will not be reimbursed with public funds for any portion of the cleanup or remediation process including ash or debris removal, debris disposal, soil testing, erosion control or tree removal. The property owners must complete the cleanup using a licensed contractor with proper certifications according to the requirements of the California Contractors State License Board.

Incomplete or inadequate work performed by contractors or consultants will not be acceptable. Property owners will not be given a Certificate of Completion until all work is completed to the state standard. Without a Certificate of Completion, property owners will not be able to obtain permits to rebuild.

Hazard Tree Removal

Hazard trees are defined as any tree that has been so severely damaged by the Dixie or Beckwourth fires that it poses a risk of falling onto an improved public property, or public road or right-of-way within 5 years of the fire. Property owners using the Alternative Program for structural debris removal will be required to hire a licensed arborist or registered forester to assess for hazard trees. Any tree classified as a hazard tree must then be removed at the **owner's expense**.

The Plumas County Public Works Director is in charge of the Hazard Tree Program. Public Works will coordinate with Plumas County Alternative Debris Removal Program (Alt Program) to incorporate the Hazard Tree Program results into final Alt Program information. **Please contact Plumas County Public Works at (530) 283-6268 for the requirements of this program.**

Owners Who Fail to Adequately Remove Debris from Their Property

Due to the dangers to the public health, welfare and environment, if property owners choose not to participate in the Right of Entry (government) Program and/or do not complete an adequate or timely cleanup through the Alternative Program, they may be subject to enforcement actions. Such actions may include, but not be limited to, hazard removal and/or relocation, cleanup, site evaluation, soil testing, and/or chemical analysis. **All expenses incurred for such inspection and mitigation, including but not limited to, abatement costs, expenses, and attorney's fees, are subject to full cost recovery from the owner with a lien recorded on the property.** Deadlines for completing an adequate cleanup through the Alternative Program will be set by the Plumas County Board of Supervisors.

Debris Removal Process

Step 1: Submit Application for Alternative Program

Before submitting a work plan or before any work can begin, the property owner must submit an Alternative Fire Debris Removal Program Application (Alternative Program Application). This application asks for basic job information like a brief description of the debris being removed (number and type of structures, types of waste, etc.). More importantly, on the application you must identify the contract you will be working with to complete this cleanup, and you must provide the contractor's license information. **The application must be signed by both the owner and the contractor** performing the work. Submit completed applications to the Debris Removal Center located at 270 County Hospital Road Suite 127, Quincy, CA 95971 or email them to altprogram@countyofplumas.com.

After submitting the application, the contractor will need to submit a detailed work plan for the project. The requirements of the work plan are covered in more detail below.

To ensure all wildfire debris is cleaned up in a timely manner, the Plumas County Board of Supervisors will issue deadlines for property owners to submit the Alternative Program Application. More information about this deadline will be advertised once it is available.

Step 2A: Asbestos Evaluation (For Properties With No Standing Chimneys Only)

Before major site disturbing activities can begin, a Certified Asbestos Consultant (CAC) evaluation of the property is required. If the property did not have a chimney, or the chimney was toppled during the fire, a safe and thorough asbestos survey can be completed. If the chimney is still standing, skip to Step 2B.

Obtaining an asbestos evaluation early in the process will help ensure the Work Plan is accurate and can fully address conditions found on the property. Although bulk asbestos may have been identified and removed during Phase 1 (Household Hazardous Waste removal), this was only a screening-level assessment. Detailed asbestos sampling and testing was not completed in Phase 1. Depending on the age and construction of the building, various building materials, the foundation, brick and/or chimney mortar may have asbestos-containing materials. Any of these may require asbestos testing as determined by the CAC.

Asbestos can be either friable or non-friable, and each type has special handling and disposal requirements. All asbestos abatement work must be completed by a licensed asbestos contractor under the direction of a CAC. Furthermore, appropriate air monitoring, fugitive dust controls, and other best management practices must be followed for asbestos handling and disposal. It is possible that some properties will require extensive asbestos abatement, and knowing this early in the process will help property owners make important decisions about their cleanup.

Step 2B: Options For Properties With A Standing Chimney

Chimneys pose special challenges for asbestos assessment and structural integrity after a wildfire. A full asbestos survey for free-standing chimneys is required. However, according to California Building Codes, all chimney structures are vertical gravity load carrying structures that in most cases are an integral component to the overall structure of the building they serve. Standing chimneys, though they may appear to be of sound condition, very rarely are capable of being reused for new construction after a wildfire. In many cases, they are in danger of collapse under their own weight. In brief, here are the primary structural concerns:

Concrete or clay masonry: Structure fire exposure reduces wall compressive strength due to the rapid dehydration of the cement. Depending on the aggregate type, due to the expansion, and changes in the dissimilar densities of the aggregate used in the concrete masonry or clay masonry units, the structural integrity of the chimney is compromised.

Stone masonry: At high temperatures 1100 -1500 degrees Fahrenheit, the strength of most stones is seriously affected and if thermal shock occurs the stone can disintegrate. The dissimilar densities of the stone and mortar will cause separation of the bond between these elements, and the structural integrity of the chimney is compromised.

It is possible for standing chimneys to be evaluated by a California Licensed Structural Engineer for reuse or incorporating the chimney in new construction. If it is determined by the Licensed Structural Engineer that the structural integrity of the chimney was compromised, it will need to be taken down. However, it may be possible, with Building Department approval and a Licensed Structural Engineer report, that the concrete, clay, or stone masonry components can be reused. The existing chimney could be disassembled, the components individually evaluated, and any components found to be in sound condition could be reused.

Because of these complexities, property owners will need to determine how they want to address a standing chimney and include the details in the Work Plan. They have at least 2 options:

- Topple the chimney. Use special care to prevent dust and possible airborne asbestos emissions when toppling a chimney. Use one to two water streams to abate potential dust and exposures. The chimney needs to be pre-wetted along with the fall zone. Once the chimney is safely on the ground, the Certified Asbestos Consultant (CAC) can perform the needed assessment. **Chimneys cannot be toppled without an approved Work Plan.**
- If the Licensed Structural Engineer determines it is safe, have the CAC visually observe the interior of standing chimney flue for suspect asbestos-containing materials. This may require shoring, bracing or other measures to protect the inspector performing the inspection. If the CAC cannot adequately assess the standing chimney in place, it may still need to be toppled.

Whatever option the property owner chooses, the details of how a standing chimney will be handled need to be included in the Work Plan (discussed below). Once completed, the CAC must submit the results of the asbestos survey along with any required laboratory results to the Plumas County Environmental Health Department.

Step 3: Perform Hazardous Materials Assessment

Similar to asbestos certification, hazardous waste assessment is needed before site disturbing activities begin. This is required to ensure hazardous wastes were not missed during Phase 1 Household Hazardous Waste removal.

This assessment typically involves records verification and field screening performed by your environmental consultant. The consultant is required to:

- Confirm Phase 1 assessment has been completed by California Department of Toxic Substances Control or US Environmental Protection Agency (EPA) for the subject property.
- Provide the results of the hazardous waste site assessment/field survey as part of the Work Plan submittal (Work Plan discussed below), and list any hazardous materials found.

- Develop a plan for proper handling and disposal of known hazardous materials, and identify a contingency plan for proper handling and disposal should any hazardous materials be discovered during ash and structural debris removal activities.

Step 4: Submit Work Plan

Work Plans are intended to provide a step-by-step guide to complete ash and structural debris removal. Sufficient detail is required so all parties know what will be done, when, how and by whom. They also help ensure no steps are missed in the cleanup process. Once work starts, work plans help eliminate delays, duplication or uncertainty that cost extra time and money.

Submit completed work plans to the Debris Removal Center located at 270 County Hospital Road Suite 127, Quincy, CA 95971 or email them to altprogram@countyofplumas.com. The Alternative Program Work Plan must be submitted within 60 days of the submission of the Alternative Program Application to comply with Phase II Debris Removal requirements. The Work Plan shall be provided to the contractor performing debris removal and consultant performing soil testing so they can perform the work in a safe, complete and accurate manner. **The approved Work Plan must be on-site and followed by all contractors, sub-contractors and soil consultants.**

To help you submit a complete and thorough work plan, two appendices are included in this document. **Appendix A** is an outline showing all of the required elements of the work plan in outline format. **Appendix B** is a work plan template that can help with the format of the plan, although site-specific details are required. Use of either Appendix is optional. However, all of the required elements must be included for a Work Plan to be approved.

Step 5: Wait for Work Plan Review and Approval

The work plan will be reviewed for completeness and compliance with applicable standards. It may be returned to the contractor or environmental consultant for more information or clarification. Once it is approved, the owner, contractor and environmental consultant will be notified in writing the work plan is approved. The contractor will also be issued a Certificate of Disposal which will allow ash and structural burn debris to be disposed at the landfill identified in the Work Plan. Without a Certificate of Disposal, ash and structural burn debris will not be accepted at participating landfills. Once the written approval and Certificates of Disposal are received, work may begin.

With the exception of asbestos removal under the direction of a Certified Asbestos Consultant, the work plan must be approved in writing by Plumas County before ash and structural debris removal can begin.

Work Plan Requirements

This section describes the information that must be included in your Alternative Program debris removal work plan. If a Work Plan is missing information, is incomplete, or does not meet the

state cleanup standards, it will be returned to the applicant for revision. Please provide the information in the same order as presented in the Work Plan Outline (Appendix A) or Work Plan Template (Appendix B). This will help reviewers complete a thorough, accurate and timely review of your submittal and avoid unnecessary delays in approving your project.

Section 1: Project Overview

Background information on the project is required including property owner(s) names, contact information, site address and Assessor's Parcel Number (APN). Also, list the contractor's name, license and contact information, and any environmental consultants working on the project.

Provide a complete description of the property and the work to be performed. Site-specific information should include a sketch of all ash or structural debris locations. Include the location of all destroyed buildings, foundations, walk ways, driveways or other hardscapes. Photograph these areas from all sides to document all important aspects of the proposed cleanup. For properties with a standing chimney, be sure to identify the proposed fall zone of the chimney. Also identify and photograph other ash or debris hazards which will be remediated including any burned vehicles.

Identify any equipment and material staging areas, whether on or off site. Be sure to discuss traffic control measures to prevent blocking roadways, alerting motorists and other debris removal operations (signs or other safety devices), and whether any state or local permits are required for the work to be performed. If you are unsure about encroachment permit requirements, please contact Plumas County Road Department at 530-283-6033 or Caltrans at 530-604-0387.

This section also needs to identify underground utility locations, including electrical, water or sewer lines, wells or septic systems. Specify Underground Service Alert (USA) notification prior to digging. Below are some special infrastructure considerations:

- **Water Supply**
 - Contact Plumas County Environmental Health Department at (530) 283-6355 for well water safety questions, well location, and to obtain information on well repairs.
 - Contact your water service provider if you are not on a well for the location of water mains or service laterals.
 - Repairs to electrical lines to your well require a permit from Plumas County Building Department Division.
 - Mark or flag the locations of wells, water lines and water tanks on the property and take steps to protect them during debris removal.

- **Sewage Disposal Systems**
 - Contact Plumas County Environmental Health Department at (530) 283-6355 for questions regarding septic system safety questions and system location.
 - Contact your sewer service provider if you are not on a septic system to locate mains or service laterals.

- Mark or flag septic tank, sewer lines, and leach field locations and take steps to protect them during debris removal.
- Any immediate hazards such as missing or caved-in septic tank lids must be mitigated prior to debris removal.

Finally, be sure to address personnel safety for all site workers and how to reduce risks. This should include the level of training, certification, personal protective equipment and any other requirements for site workers. **A site-specific health and safety plan is required for each project in the Alternative Program.**

Section 2 – Background Site Assessment

Provide a copy of the Certified Asbestos Consultant (CAC) report described in Step 2A above (properties without a standing chimney). For properties with a standing chimney (Step 2B), discuss whether it will be toppled and the appropriate safety precautions that will be taken, or discuss the process to verify it can be safely inspected and certified for future use.

In this section also discuss plans for the removal or reuse of the foundation. In general, the structural integrity of concrete and masonry will be adversely affected in a wildfire, especially when the structure is completely destroyed. These materials may be irreversibly altered deeming it unsatisfactory for reuse in supporting a rebuilt structure.

Therefore, the foundation will need to be completely removed unless specifically approved for reuse by the Plumas County Building Department. There are a number of tests and standards for evaluating the compressive strength of the concrete or masonry including ASTM C39 and ASTM C140 which involve taking core samples from foundations and doing a compressive test in a certified lab. Homeowners interested in pursuing an exception and retaining their foundation will need to submit a letter from a Licensed Civil or Structural Engineer certifying the foundation is acceptable for rebuild under the current Plumas County Building Code. The letter shall adequately explain the basis for the decision and shall include testing results. Again, written approval from the Plumas County Building Department is required before the Work Plan requesting reuse of a foundation can be approved.

Section 3 – Hazardous Waste Contingency Plan

During Phase I of Consolidated Fire Debris Removal, teams of County staff and experts from the Department of Toxic Substances Control and US EPA inspected the property and removed any identifiable and accessible household hazardous waste and bulk asbestos that may pose a threat to human health, animals, and the environment. However, some properties may have been missed during this assessment, or some hazardous materials may still be present on the property and could pose a threat to public health and the environment.

The environmental consultant will need to confirm the Phase 1 assessment has been completed. They will also need to perform a site assessment/field survey to identify any remaining hazardous materials and develop a contingency plan for proper handling and disposal should any other hazardous materials be discovered during ash and structural debris

removal. The plan must specify only properly trained workers wearing proper personal protective equipment or PPE (sturdy footwear, gloves, respiratory protection, etc.) should handle, sort, process and/or transport these materials. The plan must identify the certified waste hauler and the approved receiving facility for this waste. Please note that Plumas County does not have a household hazardous waste collection center, and these wastes are not accepted at local transfer stations.

Section 4 – Erosion Control

Throughout the project, best management practices (BMPs) shall be implemented to establish erosion control at the disturbed site. This is necessary to prevent ash, soil, and other pollutants from washing into the street, drainage courses and culverts, or onto neighboring properties.

BMPs include but are not limited to:

- Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. This may include wetting and covering the waste until it is loaded and transported. Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.
- Stockpiled material may not be stored or placed in a public roadway.
- During the project and in the rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, hay bales or sandbag barriers. You may use a soil stabilization measure in lieu of cover.
- Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed.

In addition to the above, please discuss any additional erosion control methods that will be used.

Section 5 – Debris Removal, Disposal, and Recycling

Fire debris, structural ash, and contaminated soil must be disposed at a lined, Class III landfill approved by the Regional Water Control Board. Plumas County does not have any such landfills. Plumas County’s municipal waste stream, including household garbage, does to Lockwood, Nevada. Unfortunately, this landfill cannot accept fire debris, structural ash or contaminated soil. **Consequently, fire debris, structural ash and contaminated soil from Alternative Program properties cannot be disposed of at any county landfill or transfer site.** Instead this was must transported to a California approved landfill. Some landfills closest to Plumas County that have been approved to receive this waste are included in Appendix C. Each of these facilities will need to see you Certificate of Disposal for Dixie Fire debris (issues after your work plan is reviewed and approved by Environmental Health). **Remember, if you do not have a Certificate of Disposal, your load will not be accepted at these landfills.** If you wish to use a facility that is not on this list, please contact the Debris Removal Center for more information.

Special handling and transportation requirements apply to ash, structural debris and contaminated soil. All waste must be wetted and fully encapsulated (“burrito wrapped”) using 6-10 mil plastic sheeting using CalRecycle waste handling protocol. All loads must then be tarped for transport and ultimate disposal. Contractors/haulers failing to adhere to this

standard may have their loads rejected at the disposal facility and/or may be subject to monetary fines.

- **Recycling Metal and Concrete**

Property owners and contractors are encouraged to recycle metals and concrete whenever possible. Concrete and metal should be separated. Concrete and metal must be generally free of ash and debris.

- Metal and concrete may be rinsed down on site. If so, rinsing must be done over the debris pile prior to loading or transport. Engineering controls for storm water discharges must be in place.
- Concrete and metal must be covered with a tarp prior to transport.
- Vehicles are acceptable for metal recycling but not until the Vehicle Identification Number has been verified by law enforcement. Contact the Plumas County Sheriff's Office at 530-283-7438 for more information.

Transportation and disposal documentation for all debris removal from the property must be retained and included with your Alternative Fire Debris Removal Program Cleanup Completion Certification submittal.

Dust Control is a critical consideration for all debris removal work. The Work Plan must specify dust control measures such as providing water or an approved dust palliative, or both, to prevent dust nuisance at each site. **Dust resulting from performance of the work shall be controlled at all times.** Dust control measures include:

- **Control 1-** Water or an approved dust palliative, or both, must be used to prevent dust nuisance at each site. Each area where ash and debris are to be removed will be pre-watered with a fine spray nozzle in advance of initiating debris removal and as needed during the removal. The water must be applied in a manner that does not generate runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
- **Control 2-** All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall also be fully encapsulated with 6 to 10 Mil polyethylene plastic ("burrito wrap" method).
- **Control 3-** All waste material that is not unloaded at the end of each workday will be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- **Control 4-** All visibly dry soil surfaces within the operating zone should be watered to minimize dust emissions during performance of work.
- **Control 5-** Speeds must be reduced when driving on unpaved roadways.
- **Control 6-** Procedures will be implemented to prevent or minimize dirt, soil or ash contaminating roadways, neighboring parcels or creating an airborne health hazard. The use of blower devices, dry rotary brushes, or brooms for removal of carryout and track out on public roads is strictly prohibited.

In addition to the above, please identify any other dust control measures that will be used.

Section 6 –Soil Scraping and Erosion Control

There is a risk of potential soil contamination from the fire debris and ash. As a result, after the ash and debris are removed from the property to a level of visually clean soil, the contractor is required to remove an additional 3 to 6 inches of soil from the impacted area. This soil must be disposed of at a properly permitted landfill using the same handling, transportation and disposal protocols discussed above for ash and structural debris. Soil samples will then be taken to assess the effectiveness of the cleanup as discussed below.

Please note that after an initial soil scraping, if soil sample results have not returned to background levels, further soil scraping and resampling will be required.

Section 7 – Soil Confirmation Sampling

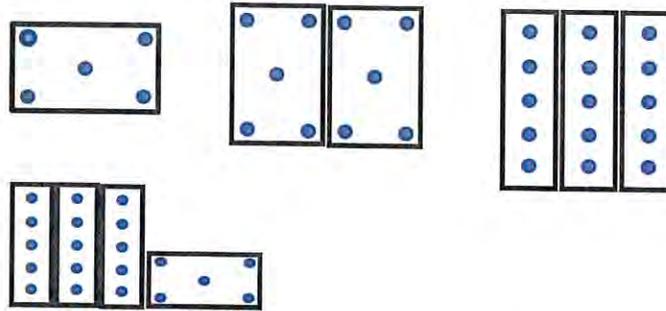
To ensure the site is free of contaminants, soil sampling and laboratory analysis is required after the site has been visually cleaned of ash and debris, and an additional 3 to 6 inches of soil were removed from the impacted area.

Environmental consultants shall collect and analyze representative soil samples to determine compliance with established cleanup criteria. Sampling shall be per CalRecycle’s Debris Removal Operations Plan sampling frequencies which is summarized below. The total number of samples to be collected is based on estimated square footage of the ash footprint as follows:

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Composite Samples (square feet of each area sampled is total square feet of ash footprint / the number of required samples)
0-100 square feet	1
101-1,000 square feet	2
1,001-1,500 square feet	3
1,501-2,000 square feet	4
2,001-5,000 square feet	5
>5,000 square feet	Must consult with local environmental health officials

Proposed soil sample locations shall have the required 5-point composite samples evenly distributed throughout the structural footprint. Collecting composite samples in linear rows may make it easier to localize over-excavation if certain areas do not pass established cleanup criteria. Include dimensions of ash foot print used to calculate the area of each structure’s ash foot print.

Examples of typical 5-Point confirmation sampling patterns



Soil sampling is required beneath all burned structures on properties that have any qualifying structure 120 square feet or greater, not just the residence and garage. Therefore, a small 10 foot by 10 foot shed would require one composite sample if there are additional qualified structures.

The consultant must collect all confirmation samples from a depth of 0-3 inches into fresh soil using a dedicated 4-ounce plastic scoop. The samples must be mixed (homogenized) in a one-gallon plastic bag before placing them in 8-ounce laboratory sample jars. Samples must be shipped under chain of custody documentation to a California Department of Public Health Certified Laboratory.

Testing of metals must be performed by EPA Lab Method 6020 for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, zinc and by EPA Lab Method 7471 for mercury.

In addition to confirmation soil samples, the consultant shall collect three background samples at a depth of 3-9 inches outside the ash footprint (minimum of 20 feet clearance) to determine if naturally occurring levels of any metals tested are above the cleanup criteria. If samples from the ash footprint are below the cleanup criteria, then the lab will not need to test the background samples. If sample results for any metals are above the cleanup criteria, the background samples must be analyzed. If results show the confirmation samples are at or below the background sample concentrations, the consultant must explain this result and make recommendations as appropriate in the final testing report.

Should the confirmation results exceed the cleanup criteria and the site-specific background concentrations, the contractor must re-scrape the soil 3 to 6 inches below the depth of the soil test. Then the consultant will need to resample and retest the soil at this depth. **Multiple rounds of soil scraping and resampling may be required to achieve cleanup criteria.**

Initial Screening Criteria, or cleanup criteria, have been established by CalRecycle and are shown in the table below. Please note these are initial health screening criteria in the absence of background data. Concentrations of some metals likely will be adjusted by CalRecycle to account for background concentrations. A thorough discussion of sample results in comparison to Initial Health Screening Criteria must be completed by the environmental consultant in the final report.

Initial Health Screening Criteria for Soil		
Analyte	Health Screening Level (mg/Kg)	Cleanup Level
Antimony	30	Health Screen
Arsenic	0.07	Health Screen
Barium	5,200	Health Screen
Beryllium	15	Health Screen
Cadmium	1.7	Health Screen
Chromium	36,000	Health Screen
Cobalt	23	Health Screen
Copper	3,000	Health Screen
Lead	80	Health Screen
Mercury	5.1	Health Screen
Molybdenum	380	Health Screen
Nickel	490	Health Screen
Selenium	380	Health Screen
Silver	380	Health Screen
Thallium	5	Health Screen
Vanadium	390	Health Screen
Zinc	23,000	Health Screen

If proposing to keep a slab, the perimeter of the slab must be scraped and composite samples collected one to two feet from the edge of the slab. A minimum of four composite samples shall be collected around the slab (one on each side) however, additional composite samples will be required based on the calculated for the square footage of the structure (i.e. a 4,500 square foot structure would require five composite samples). The only exception for perimeter sampling is in area of a non-porous surface (driveway, etc.) adjacent to the slab.

Section 8 – Hazard Tree Removal

Hazard trees are defined as any tree that has been so severely damaged by fire that it poses a risk of falling onto an improved public property, or public road or right-of-way within 5 years of the fire. Property owners must hire a licensed arborist or registered forester to assess for hazard trees.

Plumas County Public Works will administer the Hazard Tree Program. In the Work Plan, the property owner must acknowledge that hazard trees must be removed at the property owner's expense and that final certificate of completion will not be issued until all hazard trees are removed to the satisfaction of Public Works. Please contact Plumas County Public Works at (530) 283-6268 for the requirements of this program.

Section 9 – Signatures

The contractor and owner must sign the Work Plan.

In summary, here are the Work Plan requirements at a glance:

Cleanup Operations	Cleanup Protocols
Whenever necessary to make an inspection to ensure compliance with the approved work plan, any authorized official of the County may, upon presentation of proper credentials, enter such property at all reasonable times to inspect any provision of the approved work plan.	
Project Overview	<ul style="list-style-type: none"> • Contractor must measure, record and photograph foundation and cleanup area (square footage of ash footprint). • Contractor must locate, protect and notify appropriate entities of cleanup, such as local utilities and USA Underground.
Background Assessment	<ul style="list-style-type: none"> • Contractor or Property owner must hire a Certified Asbestos Consultant (CAC) to evaluate each property for suspect asbestos containing material. • Standing chimneys require a Licensed Structural Engineer safety determination for inspection or reuse. • A safety and dust control plan is required before toppling a chimney. • The contractor or property owner must hire a licensed contractor with a certificate for asbestos abatement (Certified Asbestos Contractor) to properly remove and dispose of any asbestos found.
Hazardous Waste Removal and Contingency Planning	<ul style="list-style-type: none"> • Verify Phase 1 has been completed by DTSC or US EPA. • Contractor or Property owner must have a contingency plan for any hazardous materials encountered or remaining on property. • Contractor or Property owner must take all reasonable precautions to remove and properly dispose of any hazardous waste.
Erosion Control	Contractor is required to implement and maintain adequate erosion control measures throughout the project.
Debris and Ash Removal	<ul style="list-style-type: none"> • Contractor is required to remove ash and structural debris, metals, and concrete from site and dispose of it properly. • Contractor should recycle metals and concrete when possible. Concrete and metal must be generally free of ash and debris. • Contractor must present a Debris Certificate of Disposal from Plumas County Environmental Health at the receiving landfill before dumping. • Be sure to keep all disposal receipts and documentation and submit them with the final report.
Debris and Ash Removal (Dust Control and Air Monitoring)	Dust is a significant concern and contractor is required to take adequate dust control measures at all times. Use of multiple control measures is required including water applied to ash, debris and soil. Special loading and transportation requirements must be followed. Additionally,

Cleanup Operations	Cleanup Protocols
	<ul style="list-style-type: none"> • Contractor is required to visually monitor all site work for fugitive dust. • If recommended by a Certified Asbestos Consultant (CAC), the contractor shall monitor the air at the site for asbestos during debris removal activities. • If required, contractor must provide air monitoring results at final certification
Debris and Ash Removal (Foundations)	Contractor is required to completely remove and dispose of foundation; <u>or</u> submit a letter from a Licensed Civil or Structural Engineer certifying the foundation is acceptable for rebuild under the current code. Approval to reuse the foundation is at the sole discretion of the Plumas County Building Official.
Soil Scraping	<ul style="list-style-type: none"> • After the ash and debris are removed from the property to a level of visually clean, the contractor is required to remove an additional 3 to 6 inches of soil from the impacted area. • Scraped soil must be handled, transported and disposed in the same manner as ash and structural debris.
Confirmation Sampling and Analysis	<ul style="list-style-type: none"> • After removing 3 to 6 inches of soil during soil scraping, soil samples shall be collected from a depth of 0 to 3 inches for confirmation sampling. Results must be at or below cleanup criteria as established. • Confirmation sampling shall be conducted by a qualified environmental consultant, professional engineer, or professional geologist with experience in soil investigations.
Hazard Trees	Property owner must acknowledge that hazard trees must be removed at the property owner's expense. A licensed arborist or registered professional forester assessment is required.

Final Report Requirements

After all work has been completed, the contractor and/or consultant must submit a Final Report. **A completed Alternative Fire Debris Removal Program Cleanup Completion Certification Form (Certification Form) must be a part of that report.** A copy of this form is found in Appendix F. Ensure the Certification Form is signed and dated by both the property owner and the contractor. All sections of the Certification Form must be completed or shown as N/A if not applicable. "Provided in Work Plan" is not an acceptable form of documentation. The contractor may not sign the Certification Form on behalf of the owner.

The final report must also include documentation for ash/soil, concrete and metal debris disposal or recycling. If a property does not have one of these (i.e., some mobile homes do not have any concrete waste) then put N/A in the appropriate place on the Certification Form. Debris disposal receipts or tags should clearly note the APN or address of the subject property.

Include a statement indicating that all foundations/slab have been removed or include photos documenting this. The final report cannot be approved prior to obtaining an approval from the Plumas County Building Department for any slabs or foundations remaining in place. Contact the Building Department at 530-283-7002 for more information.

The number of soil samples collected should be the same as proposed in the approved work plan. Any discrepancies should be noted and explained in the text of the report. Specify the geologic unit underlying the property. Submitting a map showing the property location in relation to the geologic unit will speed up the review.

Include a brief narrative or statement confirming that soil samples meet the cleanup criteria. Laboratory reports must include copies of the chain-of-custody documentation. **All analytical results (including Mercury) must be in a table with the corresponding cleanup goal for the geologic unit.** If soil sample results exceed the cleanup criteria, then background soil samples will need to be analyzed. It is recommended that background samples be collected during the initial sampling. Most labs will allow samples to be “held” and analyzed at a later date. These samples may then be analyzed if there is an exceedance of the cleanup criteria. If there is an exceedance of the cleanup criteria, that specific area must be re-scraped and re-sampled. If so, this needs to be discussed in the final report.

A soil sample map must be included in the final report. The map must reflect where samples were actually collected, which may differ from what was proposed in the work plan. If different than proposed, please explain the reason in the text of the report.

Clearly show where each sample was collected and show the sample identification number. The five sample locations for each individual composite sample must be included. Sample identifiers must be the consistent throughout the report, including on the location map, table, and lab reports. Soil samples shall be distributed evenly throughout the footprint, with no significant gaps in coverage.

Certificate of Completion

After Environmental Health has reviewed and approved your Final Report, you will be issued a Certificate of Completion. You will be ready to rebuild!

Appendices

Appendix A	Alternate Debris Removal Program Application
Appendix B	Work Plan Outline
Appendix C	Work Plan Template
Appendix D	Solid Waste Disposal Site/Recycling Resource
Appendix E	Asbestos and Hazardous Waste Service Providers
Appendix F	Cleanup Completion Certification



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM APPLICATION

Who needs to complete this form? Private property owners who:

- (1) decide **not** to participate in the Government Sponsored Debris Removal Program (Government Cal OES Program) and choose to clean up their property by hiring a qualified contractor and following the Alternative Fire Debris Removal Program (Alternative Program); OR
- (2) own properties with qualifying structures that are not eligible for the Government (Cal OES) Program. The owner is required to clean up the property to the standards established in ordinances, regulations and this document, so that health and safety risks are adequately addressed for the community and the environment. The Alternative Program requires owners to provide documentation demonstrating adequate cleanup and proper disposal of debris.

If your property did not include a qualifying structure of 120 square feet or more as outlined in the Government (Cal OES) Plan, you are not required to complete the Alternative Fire Debris Removal Program Application. If this describes your property, contact the Plumas County Environmental Health Department to obtain a certificate to dispose of your ash and debris at a properly permitted landfill.

Please note that State disaster assistance funding **will not** reimburse property owners for any work completed by a hired contractor under the Alternative Program.

Where do I submit this form? Submit this form to the Plumas County Environmental Health Department at 270 County Hospital Road, Suite 127, Quincy, CA 95971 or email to altprogram@countyofplumas.com

Property Owner Name: _____

Phone(s): _____

Property Address: _____

City/State/Zip: _____

Assessor's Parcel Number (APN): _____

Email: _____

Mailing Address: _____

City/State/Zip: _____

Description of Debris Being Removed (number and types of structures, types of waste, etc.)

Program Participation

A Licensed Contractor with proper certifications shall perform the ash and debris removal, hazardous materials and asbestos removal and other cleanup work. Contractors must comply with the California Contractors State License Board (CSLB) requirements to perform cleanup work under the Alternative Program.

Name of Contractor:

License Number:

Proposed Start Date:

Required: Owners are required to obtain approval from the Plumas County Environmental Health Department for the work plan prior to starting debris cleanup. Any employee performing debris removal shall have (at a minimum) OSHA 40-hr HAZWOPER Training in accordance with 29 C.F.R. §1910.120.

A. Property Owner Acceptance of Requirements and Indemnification

I have read and will fully comply, as will any contractor working on my property, with the conditions described in the document titled "**Alternative (Private) Debris Removal Program Beckwourth Complex and Dixie Fires**" and approved Work Plan. I understand ash and structural debris contain hazardous substances and exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts and proper disposal of the debris is necessary to limit these impacts. I agree to ensure my contractor will wet down ash and debris before removal and will control dust on the property. I agree to ensure my contractor will completely encapsulate the ash and debris ("burrito wrap" method) and cover with a tarp prior to transportation for proper disposal. I agree to ensure my contractor will collect soil samples and submit analytical results with the Debris Removal Cleanup Certification to certify the project has been completed.

I understand that human remains may be encountered during the cleanup and that due to the extreme heat of the fire, any human remains are likely to consist of bones or bone fragments. I agree that if possible human remains are encountered (including any type of bones) during debris removal efforts, all personnel will be careful not to disturb the possible remains, exit the property, immediately report the possible remains to the Plumas County Sheriff's Office at (530) 283-6300, and will wait for a search team to arrive and determine whether they are in fact human remains before resuming debris cleanup.

I agree that the decision as to whether the Alternative Program requirements have been met is in the sole discretion of the Plumas County Environmental Health Department and that such decision is final.

I certify that I am the owner or authorized agent of the real property located at the above address. I hereby certify that I have full power and authority to execute this application without the need for any further action, including but not limited to notice or approval from any other party.

I acknowledge that the decisions made by the County of Plumas (Local Government) are discretionary functions and Local Government is not liable for any claim based on the exercise or failure to exercise a discretionary function and promise not to make such a claim. I further release and agree to hold and save harmless Local Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Alternative Program activities. I therefore waive any claim or legal action against Local Government.

Property Owner Signature (Required): _____ Date: _____

Contractor Signature: _____ Date: _____

B. Environmental Health Department Approval

The Plumas County Environmental Health Department has reviewed the Work Plan for debris removal for the above-referenced property. The Work Plan is complete and is therefore approved. The debris removal project shall not deviate from the approved work plan without written approval from the Plumas County Environmental Health Department. Whenever necessary to inspect a property to ensure compliance with the approved work plan, any authorized official of the County may, upon presentation of proper credentials, enter such property at all reasonable times to inspect any provision of the approved Work Plan.

Environmental Health Representative Signature: _____

Print Name and Title: _____ Date: _____



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

Beckwourth and Dixie Fire Alternate Debris Removal Program Work Plan Outline and Contents

1.0 Project Overview

- 1.1 Property and Property Owner(s) information
 - Name and contact information
 - Site address/APN
- 1.2 List of Contractors (name, license, contact information)
- 1.3 Description of Work
 - 1.3.1 Description of property and proposed activities
 - 1.3.1.1 Identify equipment and material staging area
 - 1.3.1.2 Site Health and Safety
 - 1.3.1.3 Traffic Control
 - 1.3.2 Footprint Measurements
 - 1.3.2.1 **Sketch footprint and describe type of foundation(s) and other hardscape**
 - 1.3.2.2 **Photograph each site from all sides to document all aspects of the property**
 - 1.3.2.3 **Sketch and record ash footprints**
 - 1.3.2.4 Identify and photograph other property-specific hazards (i.e., swimming pools, large vehicles)
 - 1.3.3 Water Lines / Wells (if applicable)
 - 1.3.3.1 Identify water wells on properties
 - 1.3.3.2 Identify water and electrical sources
 - 1.3.4 Septic Systems / Sewer Lines (If applicable)
 - 1.3.4.1 Identify septic tank and leach field locations on each property
- 1.4 Statement of intent to notify, obtain required permits, and to work within acceptable hours of operation
 - 1.4.1 Underground Service Alert (USA)
 - 1.4.1.1 Check for underground utilities by alerting Underground Service Alert (USA) for public right of way
 - 1.4.1.2 Check for underground utilities by using an independent private utility locator service for private right-of-way, if necessary
 - 1.4.2 Acceptable hours of operation:

The County shall seek to limit the potential noise impacts of construction activities on surrounding land uses. The standards outlined below shall apply to those activities associated with actual construction of a project as long as such construction occurs between the hours of 7 a.m. and 7 p.m., Monday through Friday and 8 a.m. and 5 p.m. on weekends or on federally recognized holidays. Exceptions are allowed if it can be shown that construction beyond these times is necessary to alleviate traffic

congestion and safety hazards. Contact the Plumas County Planning Department for more information.

Land Use Designation	Time Period	Noise Level (dB)	
		L _{eq}	L _{max}
Residential	7 am to 7 pm	55	75
	7 pm to 10 pm	50	65
	10 pm to 7 am	45	60
Commercial and Public Facilities	7 am to 7 pm		90
	7 pm to 7 am		75
Industrial	Any Time		90

2.0 Background Site Assessment

2.1 Certified Asbestos Consultant (CAC) Report

- 2.1.1 Conduct surveys to identify, sample, and analyze results for suspected asbestos containing materials (ACM) including concrete foundations and mortar.
- 2.1.2 **For properties with a standing chimney, determine whether asbestos assessment can be completed safely.** Provide a Licensed Structural Engineer report on structural safety of the chimney. A subsequent survey for asbestos containing materials will be required.
- 2.1.3 **For properties with a standing chimney that will be toppled** provide a plan to prevent dust and possible airborne asbestos emissions. A subsequent survey for asbestos containing materials will be required.

2.2 Foundation Analysis and Plan (if foundation is to remain in place testing, certification and Building Department approval is required)

3.0 Hazardous Waste Assessment and Contingency

3.1 Provide the name of the Hazardous Waste and Household Hazardous Waste consultant

- 3.1.1 Confirm the Phase 1 Household Hazardous Waste Removal has been completed.
- 3.1.2 List the name and credentials of the consultant performing the hazardous waste assessment.

3.2 Develop a contingency plan for proper handling and disposal of any remaining or encountered hazardous materials. Submit reports for hazardous waste and asbestos survey, analytical reports and hazardous materials disposal documentation to the Plumas County Environmental Health Department, Alternative Program.

3.3 Asbestos Removal if required. Provide details on the asbestos removal contractor, asbestos handling and removal procedures, and disposal information.

4.0 Erosion Control

List all erosion control Best Management Practices (BMPs) employed throughout the project.

5.0 Debris Removal and Disposal / Recycling

5.1 Ash, Fire Debris and Soil

- **Collect, consolidate, and remove ash, debris and soil for disposal**
 - Disposal facilities will need certification from the Plumas County Environmental Health Department that the ash and debris has been assessed for hazardous waste and asbestos and any discovered hazardous waste or asbestos has been properly removed and disposed.
 - All disposal-related document and receipts shall be retained for final report.

5.2 Metals Including Vehicles and Appliances

- **Remove vehicles for recycling or disposal once VIN verification is completed**
 - Name of Recycling Facility
- **Collect, and remove metals for recycling**
 - Name of Recycling Facility or disposal Site

5.3 Concrete, Brick & Masonry

- **Collect and remove concrete for recycling or disposal**
- **Track and log quantities and types of materials transported to landfill or recycling facility**
 - All disposal-related document and receipts shall be retained for final report

5.4 Air Monitoring and Fugitive Dust Control

Confirm use of required dust control measure and identify any additional site-specific measures used.

6.0 Soil Grading and Erosion Control

6.1 Soil Scraping

6.2 Description of Grading Activities

- **Finish grading/smoothing ground surface**

6.3 Description of Erosion Controls

- **Once cleanup goals have been met, the site will be prepared for final erosion control and certification**
- **Implement storm water best management practices to control sediment runoff from each remediated property**

7.0 Confirmation Sampling

- **Prepare a site diagram that includes the anticipated soil sample locations**
- **Sample and analyze soil**
- **Compare soil analytical results to ROE Program cleanup criteria and background sample results, if necessary.**

- If results exceed cleanup criteria and cannot be explained by the soil consultant in connection with the background samples, another layer of soil must be removed, and another round of confirmation samples must be collected.

7.0 Hazard Trees

Plumas County Public Works will administer the Hazard Tree Program. Contact Public Works at 530-283-6268 for questions about this program.

7.1 The property owner must acknowledge that hazard trees must be removed at the property owner's expense and that final certificate of completion will not be issued until all hazard trees are removed to the satisfaction of Public Works.

8.0 Signatures of Owner and Contractor

9.0 Attachments (If applicable):

- Vicinity Map
- Plan Maps including former structure and burn debris footprint
- Photographs
- Laboratory Test Results
- Any other supporting documentation as appropriate



Plumas County Fire Debris Removal

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Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

Beckwourth and Dixie Fire Alternate Debris Removal Program Work Plan Template

This document is an optional work plan template for the Alternative Fire Debris Removal Program. It will help you submit complete application which will be more easily reviewed and more quickly approved. However, you are not required to use this template.

1.0 Project Overview

1.1 Property Information and Property Owners		
Property Owner Name:		
Property Address:	City:	Zip:
Assessor's Parcel Number (APN):		
Phone(s):	Email:	
Mailing Address:	City:	Zip:

1.2 List of Contractor(s) and Consultants	
Name:	License No.:
Phone:	Email:
Name:	License No.:
Phone:	Email:
Name:	License No.:
Phone:	Email:

1.3 Description of Work:
Provide a brief description of property and proposed activities (Footprint, description of structures and/or debris). Attach Photos/Sketches of ash footprint.
Identify/discuss proposed equipment material staging areas:
Identify/discuss Site Health and Safety Protocols and Traffic Control:
If applicable, damaged water wells and/or water lines on property will be addressed in the following manner:
If applicable, damaged septic systems and/or sewer lines on property will be addressed in the following manner:

Attach Photos and Diagrams of ash footprint, other property specific hazards (swimming pools, large vehicles), water and electrical lines, if available.

2.0 Background Site Assessment

2.1 Certified Asbestos Consultant (CAC) Report

A Certified Asbestos Consultant was hired to test the site. Attach a copy of the report to this Work Plan. If you have a special case where asbestos clearance is not feasible prior to Work Plan issuance, please contact the Debris Removal Center at 530-283-7080 or email at altprogram@countyofplumas.com

Submit a report of the asbestos survey with analytical reports to the Plumas County Environmental Health Department for disposal authorization at

2.2 Foundation Analysis and Plan

In general, the structural integrity of concrete and masonry can adversely be affected in fire situations, especially when the structure is completely consumed by the fire. The properties of the material may be irreversibly altered deeming it unsatisfactory for reuse in supporting a rebuilt structure.

Property owners have two options:

1. Completely remove and dispose of foundation,
2. If foundation is to remain in place, testing, engineer's certification and approval from the County Building Division is required.

Structural foundations on the property will be addressed in the following manner:

3.0 Hazardous Waste and Asbestos Removal

3.1 Hazardous Waste and Removal

During Phase I of Consolidated Fire Debris Removal, teams of County staff and experts from the Department of Toxic Substances Control and US EPA inspected the property and removed any identifiable and accessible household hazardous waste and bulk asbestos that may pose a threat to human health, animals, and the environment. However, some hazardous materials and/or asbestos or asbestos containing materials (ACM) may still be present on the property and could pose a threat to public health and the environment. Only properly trained workers wearing proper personal protective equipment (sturdy footwear, gloves, respiratory protection, ect.) should handle, sort, process and/or transport these materials.

3.1 Hazardous Materials Assessment performed by (name of consultant):
List the hazardous materials identified during the site assessment (if any):

3.2 Hazardous Waste and Household Hazardous Waste Removal

Any hazardous waste and household hazardous waste (HHW) found during ash and structural debris removal operations shall be disposed by a certified hazardous waste contractor. Explain how household hazardous wastes (batteries, propane tanks, paint, gasoline cans, cleaning products, pesticides, fluorescent light bulbs, etc.) will be identified, segregated, and disposed of properly.
Certified Hazardous Materials/Waste Contractor
Name:
License No.:
Disposal and/or Recycling Facility(s)

Submit a report of the hazardous waste disposal documentation, if applicable, to the Plumas County Environmental Health Department.

3.3 Asbestos Removal

Asbestos or ACM requires assessment by a Certified Asbestos Consultant. **This must be completed for all properties participating in the Alternative Program.** Asbestos and asbestos containing material must be removed by a licensed Asbestos Abatement Contractor. If bulk loading ACM, the bin or container used for transport shall be double-lined with 10-mil poly in such a way that once loaded both layers can be sealed up independently (“burrito-wrap method”).

Asbestos Handling and Removal Procedures
Certified Asbestos Consultant hired to test the site
Name: License No.:
Asbestos Removal Contractor
Name: License No.:
Disposal Facility(s)

4.0 Debris Removal and Disposal / Recycling

Remove ash, debris, contaminated soil, metals and concrete from the site and dispose of properly. Metals and concrete shall be recycled if possible. Appliances and vehicles shall be handled properly to meet the requirements of metals recycling facilities. All waste shall be disposed of at an approved location authorized to accept such waste. A Certificate of Disposal issued by Environmental Health will be required.

Debris shall be handled in the following manner and disposed at the following locations:

4.1 Ash, Fire Debris and Soil
4.2 Metals Including Vehicles and Appliances

4.3 Concrete, Brick & Masonry

4.4 Air Monitoring Protocols for Fugitive Dust Control

Property owners or their contractors must provide water or an approved dust palliative, or both, to prevent a dust nuisance at the site. Dust resulting from performance of the work will be controlled at all times in a manner that does not generate runoff. Dust Control Methods include:

- **Control 1-** Water or an approved dust palliative, or both, will be used to prevent dust nuisance at each site. Each area where ash and debris are to be removed will be pre-watered with a fine spray nozzle in advance of initiating debris removal and as needed during the removal.
- **Control 2-** All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with 6 to 10 Mil polyethylene plastic (“burrito wrap” method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.
- **Control 3-** All waste material that is not unloaded at the end of each workday will be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- **Control 4-** All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- **Control 5-** Speeds must be reduced when driving on unpaved roadways.
- **Control 6-** Procedures will be implemented to prevent or minimize dirt, soil or ash contaminating roadways, neighboring parcels or creating an airborne health hazard.

In addition to the above listed methods, dust from debris removal activities on the property will be addressed in the following manner:

5.0 Erosion Control

When active fire ends it leaves behind bare dirt or decreased vegetative cover. Because of the loss of vegetation, the top layer of soil becomes loosened, making it vulnerable to increased runoff, erosion and sedimentation. Debris removal activities further increase the risk of soil erosion.

5.1 Description of Erosion Controls

Erosion and sediment stabilization practices will be implemented to keep sediment and debris from running offsite or impacting the watershed. Erosion and sediment stabilization techniques that must be used are listed below and are consistent with recognized Best Management Practices:

- Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. This may include wetting and/or covering the waste until it is loaded and transported.
- Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.
- Stockpiled material may not be stored or placed in a public roadway.
- During the project and in the rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, hay bales or sandbag barriers. You may use a soil stabilization measure in lieu of cover.
- Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed.

In addition to the above listed methods, additional erosion control methods for use at this site include the following:

6.0 Soil Scraping and Erosion Control

6.1. Soil Scraping

After burn ash and debris are cleaned from the property to a level of visually clean, remove 3 to 6 inches more soil from the impacted area. Soil shall be properly disposed of as described in 4.1 above.

7.0 Soil Confirmation Sampling

Initial Screening Criteria and protocols have been established in consultation with CalRecycle for soil confirmation sampling **after completion of visible cleanup and 3 to 6 inches of soil scraping as discussed above**. These are initial health screening criteria in the absence of background data. Samples shall be shipped using chain of custody documentation to a California ELAP Certified laboratory and analyzed for Title 22 Metals by EPA Method 6020 for the following metals: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, zinc, and by EPA Method 7471 for Mercury. A qualified environmental consultant, professional engineer, or professional geologist with experience in soil investigations, shall collect soil samples from a depth of 0-3 inches for confirmation sampling and compare results to cleanup goals. Three samples shall be taken at a depth of 3-9 inches outside the ash footprint (20 ft. minimum) to act as background samples to determine if naturally occurring levels of any metals tested are above the cleanup goals. If samples from the ash footprint are below the cleanup goals then the lab will not need to test the background samples. If sample results for any metals are above the cleanup goals but are at or below the background sample results, this must be adequately explained by your soil consultant in the final testing report.

Soil sample proposed locations shall have the required 5-point composite samples evenly distributed throughout the structural footprint. Collecting composite samples in linear rows may make it easier to localize over-excavation if certain areas do not pass established cleanup criteria. Include dimensions of ash foot print used to calculate the area of each structure's ash foot print. Soil sampling is required beneath all burned structures on properties that have any qualified structure 120 square feet or greater, not just the residence and garage. Therefore, a small 10 foot by 10 foot shed would require one composite sample if there are additional qualified structures.

If proposing to keep a slab, the perimeter of the slab must be scraped and composite samples collected one to two feet from the edge of the slab. A minimum of four composite samples shall be collected around the slab (one on each side) however, additional composite samples will be required based on the calculation for the square footage of the structure (i.e. a 4,500 square foot structure would require five composite samples). The only exception for perimeter sampling is in area of a non-porous surface (driveway, etc.) adjacent to the slab (detached garage, etc).

If using CalRecycle established background goals (when established) as the cleanup criteria, provide the map of the geologic unit for the background goals with the location of the subject property.

Attach a drawing showing the ash footprint(s) and proposed soil sample locations.

Soil Consultant Collecting Samples
Name:
License No.
State-certified Laboratory
Name:
Phone:

Initial Health Screening Criteria for Soil		
Analyte	Health Screening Level mg/Kg	Cleanup Level
Antimony	30	Health Screen
Arsenic	0.07	Health Screen
Barium	5,200	Health Screen
Beryllium	15	Health Screen
Cadmium	1.7	Health Screen
Chromium	36,000	Health Screen
Cobalt	23	Health Screen
Copper	3,000	Health Screen
Lead	80	Health Screen
Mercury	5.1	Health Screen
Molybdenum	380	Health Screen
Nickel	490	Health Screen
Selenium	380	Health Screen
Silver	380	Health Screen
Thallium	5	Health Screen
Vanadium	390	Health Screen
Zinc	23,000	Health Screen

7.0 Hazard Trees

Plumas County Public Works will administer the Hazard Tree Program. Contact Public Works at 530-283-6268 for questions about this program.

Plumas County Public Works will administer the Hazard Tree Program. In the Work Plan, the Hazard trees are

I _____ (property owner’s name) acknowledge that hazard trees must be removed from the subject property at my expense and that final Certification of Completion of the Alternate Debris Removal Program will not be issued until all hazard trees are removed to the satisfaction of Public Works.	
Signature _____	Date _____

8.0 Signatures

Property Owner Signature (Required): _____ Date: _____

Contractor Signature: _____ Date: _____

9.0 Attachments

Include vicinity map, plan maps, photographs, drawings, laboratory test results, and other documentation as appropriate.



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

Beckwourth and Dixie Fire Debris Removal

Solid Waste Disposal & Recycling Facilities

The lists on this page are incomplete and other facilities in the region may accept waste, recycling, concrete and asphalt. The Alternative Program does not require owners/contractors to bring waste to any specific facility listed on this page. However, these are the closest facilities that are approved by the State to accept fire debris wastes or recyclables. Please call any facility you may wish to use to check their days and hours of operation.

Facility Name	Facility Address/Phone	Materials Accepted
Anderson Landfill	18703 Cambridge Rd, Anderson/ (530) 347-5236	Metal/Concrete/Asphalt, Non-Friable Asbestos , Ash/Debris & Contaminated Soils Tonnage limits & Disposal fees under review and subject to change.
Recology Ostrom Road Landfill	5900 Ostrom Rd., Wheatland/ (530) 743-6321	Concrete/Asphalt Non-Friable Asbestos , Ash/Debris (not open to the general public -contracted commercial waste Haulers by prior arrangement only)

Recology Hay Road	6426 Hay Road Vacaville/ (707) 564-8437	Clean concrete <u>Friable Asbestos, Non-Friable Asbestos</u> Ash/Debris & Contaminated Soils (See Recology website for information on handling of "Special Wastes")
Franklin Construction	1019 Neal Road Paradise/ (530) 343-9600	Concrete/Asphalt
Chico Scrap Metal	878 E. 20 th Street Chico/ (530) 343-7166	Scrap Metal
Chico Scrap Metal-South	766 Oroville Chico Highway Durham/ (530) 345-6241	Scrap Metal
NorCal Recyclers	1855 Kusel Road Oroville/ (530) 532-0262	Scrap Metal
Crown Metals	4801 Feather River Blvd. Oroville/ (530) 533-7718	Scrap Metal



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

Beckwourth Complex and Dixie Fires

Asbestos and Hazardous Waste Service Providers

Burn sites should be evaluated for asbestos and hazardous waste; identified asbestos and hazardous waste shall be properly disposed of prior to commencement of demolition work and debris removal. Some of the listed consultants can perform all of these services, while others can only perform some of the services. Companies listed with (A) can perform asbestos work, while companies listed (HW) can perform hazardous waste work.

A list of California Certified Asbestos Consultants is available at http://www.dir.ca.gov/databases/doshcaccsst/caccsst_query_1.html (see Search function at the bottom of the web page – enter a CAC name or click on “View Entire Listing”). Hazardous waste removal companies are listed in the Yellow Pages telephone directory under “Hazardous Material Control & Removal” or internet search engines. Please check the California Contractors State License Board’s website at <https://www2.cslb.ca.gov/onlineservices/CheckLicenseII/ZipCodeSearch.aspx> to verify that any contractor or company that you hire has the proper certifications to perform the type of work required on your property.



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM CLEANUP COMPLETION CERTIFICATION

What is the purpose of this form? The purpose of this form is to certify that your parcel has been properly cleaned and the removal of hazardous wastes, ash, debris and hazard trees has been completed. This form will be used to certify property owner or contractor cleanup completion so that building permits can be approved.

Who needs to complete this form? Property owners who elect *not* to participate in the Government (Cal OES) Program and choose to clean up their property with a qualified contractor and consultants in the Alternative Program.

Property Owner Name: _____ Year Structure Built: _____

Property Address: _____ Town/City: _____

Assessor's Parcel Number: _____ Email: _____

Mailing Address: _____

Mailing City: _____ State: _____ ZIP: _____

A. Program Participation

Yes, I completed the "Alternative Fire Debris Removal Program Application"

B. Asbestos Waste Screening

Contractor Name: _____ License Number: _____

Determination based on inspection:

Attach sample results, if applicable.

Consultant Name: _____ Certification Number: _____

Telephone: _____

If Asbestos was present, attach asbestos waste disposal receipts.

C. Household Hazardous Waste and Asbestos Screening and Disposal

Description of wastes found onsite: _____

Provide disposal receipt documentation for all household hazardous waste identified and removed for proper disposal.

D. Ash, Debris and Soil Disposal

1. The ash, debris and soil was removed and disposed of by:

Licensed Contractor Hauler Contractor

Name: _____ Phone: _____

Address: _____ City: _____

License Number: _____ License Type: _____

Date of Completion: _____ (Attach disposal facility documentation)

2. The ash, debris, and soil from my property was disposed at the following facility(s):

Facility Name: _____

Dates of Delivery: _____

Date of Completion: _____ (Attach disposal facility documentation)

Facility Name: _____

Dates of Delivery: _____

Date of Completion: _____ (Attach disposal facility documentation)

E. Waste Metal Recycling

1. Waste metal was removed and disposed of by:

Licensed Contractor Hauler Contractor

Name: _____ License Number: _____

Address: _____ Phone: _____

City/State/Zip: _____

2. The waste metal from my property was taken for recycling to the following facility(s):

F. Inert Waste (Concrete and Masonry) Disposal/Recycling

1. The inert waste was removed and disposed of by:

Licensed contractor Hauler Contractor

If you checked "Hauler/Myself" go to Part E2 below. If you checked "Licensed Contractor," please provide the following information below:

Name: _____ License Number: _____

Address: _____ Phone: _____

City/State/Zip: _____

2. The inert waste from my property was disposed at the following facility(s):

Facility Name: _____

Date(s) of Delivery: _____

Date of Completion: _____

(Attach disposal facility documentation)

G. Cleanup Confirmation Sampling Results

1. Consultant Name: _____ License Number: _____

Please attach a copy of the consultant's report containing the sampling locations, test results, analysis and conclusions. **Include a table with analytical results comparing all results with State Health cleanup criteria.**

H. Hazard Trees

1. Hazard trees were evaluated and removed from my property by:

Licensed Arborist

Registered Professional Forester

Name: _____ Phone: _____

Address: _____ City: _____

License Number: _____ Date of Completion: _____

(Attach copy of documentation)

I. Property Owner Certification and Indemnification

I hereby certify that all identifiable asbestos, household hazardous waste, burn ash and contaminated soil that may have been generated by the 2021 Beckwourth and Dixie Fires on my property and identified in this document have been identified, removed and properly disposed of or recycled. I understand that since cleanup of the property was performed under my direction, the County of Plumas cannot certify that cleanup was adequate until I submit proof of cleanup and soil testing.

I agree to accept all responsibility for loss or damage to any person or entity, including the County of Plumas and to defend and indemnify, hold harmless, and release County of

Plumas, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity with respect to the removal of debris and any hazardous material from the above-mentioned real estate property.

Property Owner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

For official use only. Signature below confirms completion of Plumas County Alternative Debris Removal Program.

County Signature: _____ Date: _____



Plumas County Fire Debris Removal

270 County Hospital Road, Ste. 127, Quincy CA 95971
Phone: (530) 283-7080 ~ email: altprogram@countyofplumas.com

ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM APPLICATION

Who needs to complete this form? Private property owners who:

- (1) decide *not* to participate in the Government Sponsored Debris Removal Program (Government Cal OES Program) and choose to clean up their property by hiring a qualified contractor and following the Alternative Fire Debris Removal Program (Alternative Program); OR
- (2) own properties with qualifying structures that are not eligible for the Government (Cal OES) Program. The owner is required to clean up the property to the standards established in ordinances, regulations and this document, so that health and safety risks are adequately addressed for the community and the environment. The Alternative Program requires owners to provide documentation demonstrating adequate cleanup and proper disposal of debris.

If your property did not include a qualifying structure of 120 square feet or more as outlined in the Government (Cal OES) Plan, you are not required to complete the Alternative Fire Debris Removal Program Application. If this describes your property, contact the Plumas County Environmental Health Department to obtain a certificate to dispose of your ash and debris at a properly permitted landfill.

Please note that State disaster assistance funding will not reimburse property owners for any work completed by a hired contractor under the Alternative Program.

Where do I submit this form? Submit this form to the Plumas County Environmental Health Department at 270 County Hospital Road, Suite 127, Quincy, CA 95971 or email to altprogram@countyofplumas.com

Property Owner Name: _____

Phone(s): _____

Property Address: _____

City/State/Zip: _____

Assessor's Parcel Number (APN): _____

Email: _____

Mailing Address: _____

City/State/Zip: _____

Description of Debris Being Removed (number and types of structures, types of waste, etc.)

Program Participation

A Licensed Contractor with proper certifications shall perform the ash and debris removal, hazardous materials and asbestos removal and other cleanup work. Contractors must comply with the California Contractors State License Board (CSLB) requirements to perform cleanup work under the Alternative Program.

Name of Contractor: _____
License Number: _____
Proposed Start Date: _____

Required: Owners are required to obtain approval from the Plumas County Environmental Health Department for the work plan prior to starting debris cleanup. Any employee performing debris removal shall have (at a minimum) OSHA 40-hr HAZWOPER Training in accordance with 29 C.F.R. §1910.120.

A. Property Owner Acceptance of Requirements and Indemnification

I have read and will fully comply, as will any contractor working on my property, with the conditions described in the document titled "**Alternative (Private) Debris Removal Program Beckwourth Complex and Dixie Fires**" and approved Work Plan. I understand ash and structural debris contain hazardous substances and exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts and proper disposal of the debris is necessary to limit these impacts. I agree to ensure my contractor will wet down ash and debris before removal and will control dust on the property. I agree to ensure my contractor will completely encapsulate the ash and debris ("burrito wrap" method) and cover with a tarp prior to transportation for proper disposal. I agree to ensure my contractor will collect soil samples and submit analytical results with the Debris Removal Cleanup Certification to certify the project has been completed.

I understand that human remains may be encountered during the cleanup and that due to the extreme heat of the fire, any human remains are likely to consist of bones or bone fragments. I agree that if possible human remains are encountered (including any type of bones) during debris removal efforts, all personnel will be careful not to disturb the possible remains, exit the property, immediately report the possible remains to the Plumas County Sheriff's Office at (530) 283-6300, and will wait for a search team to arrive and determine whether they are in fact human remains before resuming debris cleanup.

I agree that the decision as to whether the Alternative Program requirements have been met is in the sole discretion of the Plumas County Environmental Health Department and that such decision is final.

I certify that I am the owner or authorized agent of the real property located at the above address. I hereby certify that I have full power and authority to execute this application without the need for any further action, including but not limited to notice or approval from any other party.

I acknowledge that the decisions made by the County of Plumas (Local Government) are discretionary functions and Local Government is not liable for any claim based on the exercise or failure to exercise a discretionary function and promise not to make such a claim. I further release and agree to hold and save harmless Local Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Alternative Program activities. I therefore waive any claim or legal action against Local Government.

Property Owner Signature (Required): _____ Date: _____

Contractor Signature: _____ Date: _____

B. Environmental Health Department Approval

The Plumas County Environmental Health Department has reviewed the Work Plan for debris removal for the above-referenced property. The Work Plan is complete and is therefore approved. The debris removal project shall not deviate from the approved work plan without written approval from the Plumas County Environmental Health Department. Whenever necessary to inspect a property to ensure compliance with the approved work plan, any authorized official of the County may, upon presentation of proper credentials, enter such property at all reasonable times to inspect any provision of the approved Work Plan.

Environmental Health Representative Signature: _____

Print Name and Title: _____ Date: _____



PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

Item 6A (2of 2)

voice (530) 283-7011
fax (530) 283-6134



March 4, 2022

Property Address: 1050 Main Street, Chester, CA

APN: 001-340-042-000

Case Number: 22-00003

Owner(s) Name: Ken Willis

NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number 001-340-042-000 and having a street address of 1050 Main Street, Chester, California is (are) hereby notified to appear before the Board of Supervisors of the County of Plumas at March on 15, 2022, at the hour of 2:30 o'clock p.m., located at 520 Main Street, Quincy, California, to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) 4-9.204 and 4-9.205, as follows: parcel has not been included in either the state debris cleanup program or the County's Alternative Program. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

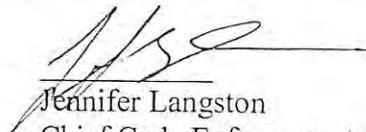
IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

Dated: March 4, 2022

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY –
STRUCTURAL DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By: 
Jennifer Langston
Chief Code Enforcement Officer

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Abatement Hearing Notice Posted on site.



[Track Another Package +](#)

Tracking Number: 70202450000122115697

[Remove X](#)

Your item was delivered to an individual at the address at 7:42 pm on March 16, 2022 in MARTINEZ, CA 94553.

USPS Tracking Plus® Available [v](#)

Delivered, Left with Individual

March 16, 2022 at 7:42 pm
MARTINEZ, CA 94553

Feedback

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus® [v](#)

Product Information [v](#)

[See Less ^](#)

[Track Another Package +](#)

Tracking Number: 70202450000122115949

[Remove X](#)

Your item was picked up at the post office at 11:01 am on February 3, 2022 in CHESTER, CA 96020.

USPS Tracking Plus[®] Available [v](#)

Delivered, Individual Picked Up at Post Office

February 3, 2022 at 11:01 am
CHESTER, CA 96020

[Feedback](#)

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus[®] [v](#)

Product Information [v](#)

[See Less ^](#)

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar, burnt trees, burnt vehicles, burnt solid waste and what appears to be a structure.



03/22/2022 14:11

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar, burnt trees, burnt vehicles, and burnt solid waste.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar, burnt trees, burnt vehicles, burnt vehicles, and burnt solid waste.



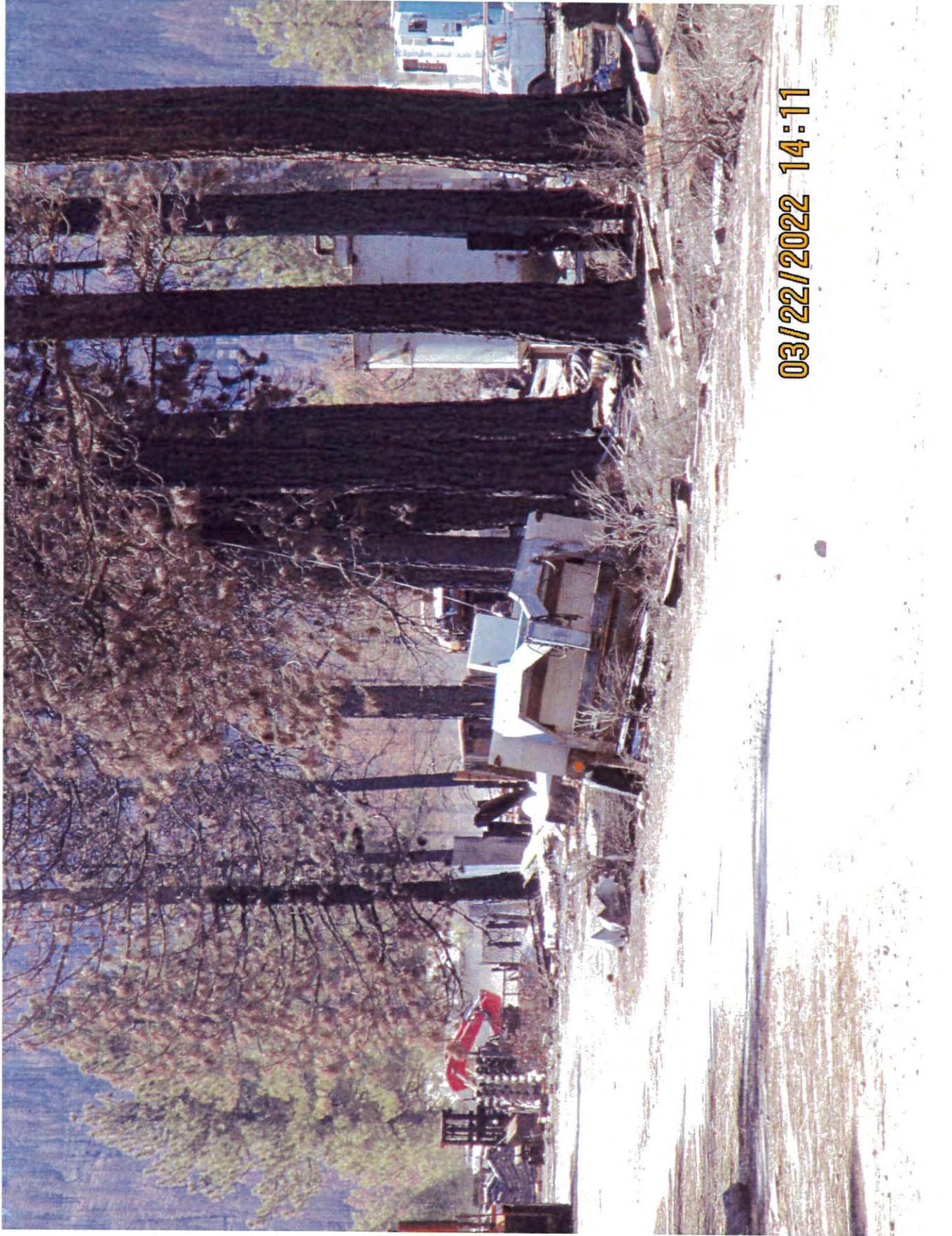
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APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar area and the contents within the burn scar.

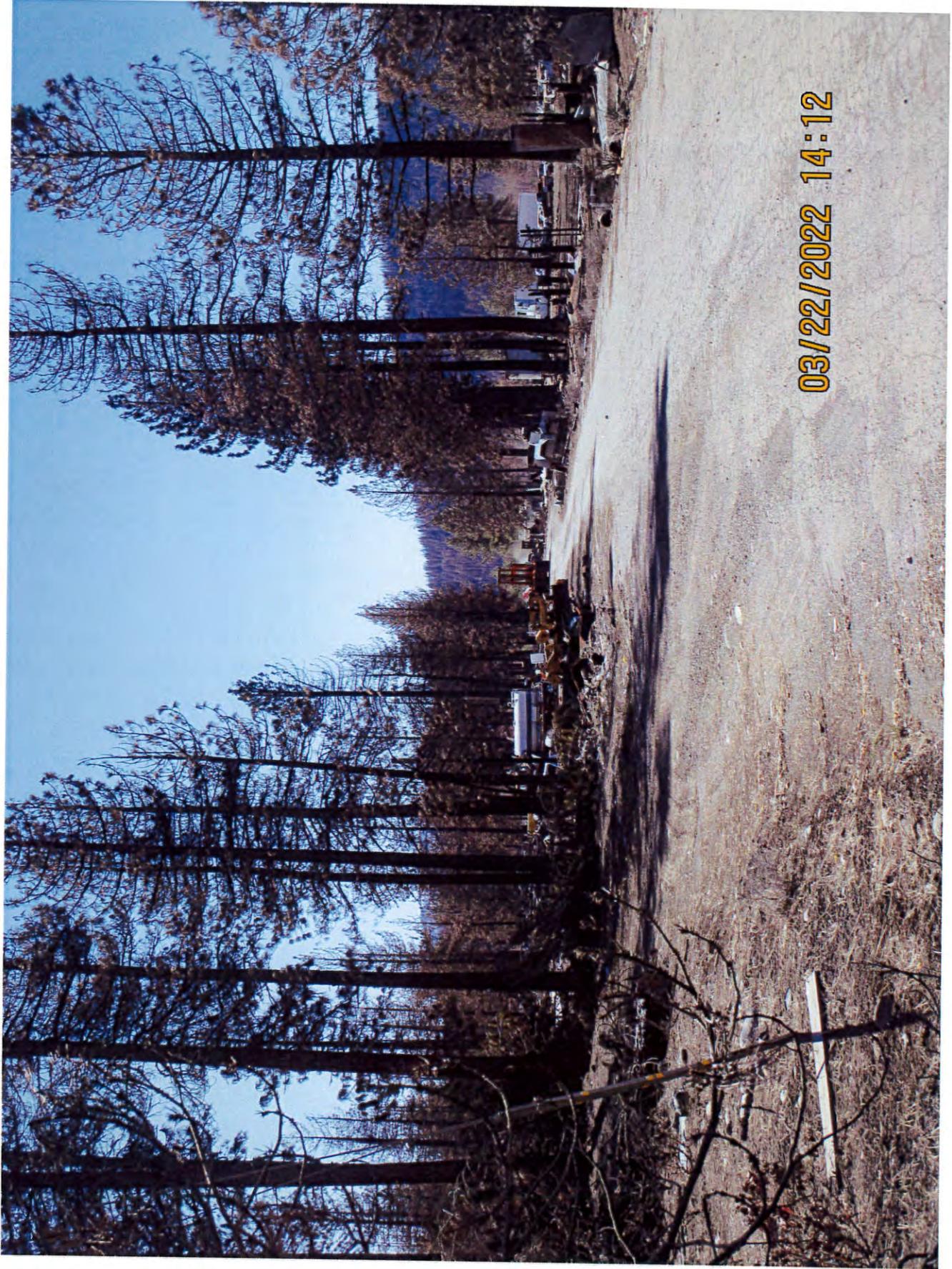


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03/22/2022 14:11

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar area.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar area.



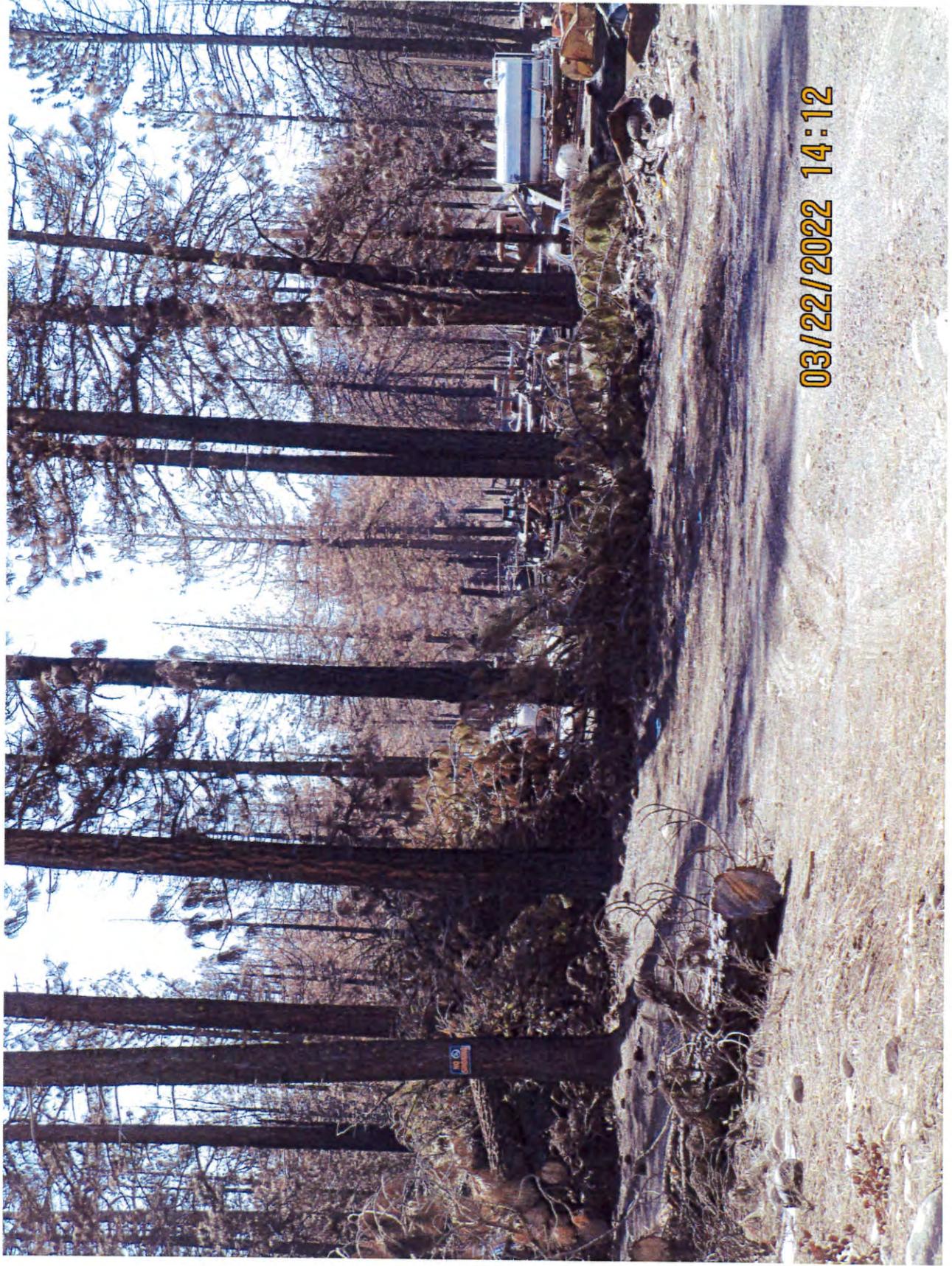
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APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar, burnt trees, burnt vehicles, burnt vehicles, burnt solid waste.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Old Ski Road, located where the US Forest Service Property, Collins Pine Company and Ken Willis's property meet. Note: the burn scar, it appears there is attempt to clean the hazards within the Dixie Fire Burn Scar. Unable to identify structure debris. From this location.



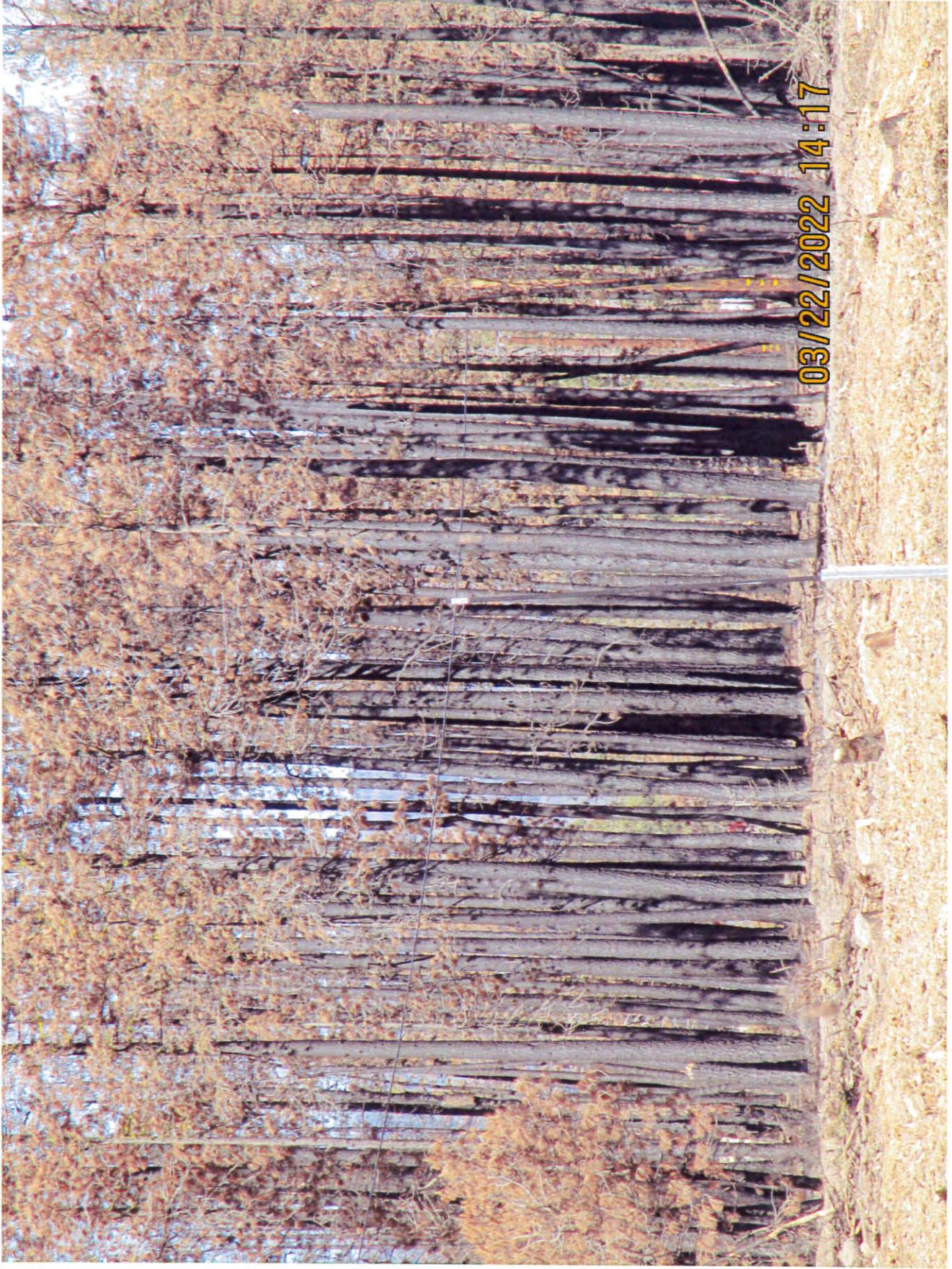
APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester Note the Office of Willis Auto Wracking, No Fire Damage according to the Cal Fire Incident map.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



03/22/2022 14:18



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



03/22/2022 14:19

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



03/22/2022 14:19

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



03/22/2022 14:19

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Willis Auto Wrecking. Picture taken from Highway 36, Chester



STOP-WORK NOTICE

Description of Work and Violation:

Date: _____

Time: _____

Plumas County Code 4-9.203- Prohibition on Removal of Structural

Debris from Private Property- any removal of structural Debris from

private property is prohibited. Prohibition refers to the removal, transport and disposal of structural debris.

This facility was inspected under emergency conditions for:

Plumas County Planning and Building Services

In order to avoid legal proceedings, no further work shall be done until the above noted item(s) have been corrected and in compliance with Ordinance #21-1139, Beckwourth Complex and Dixie Fires Recovery Article II. Mandatory Debris and Hazard Tree Removal.

Inspector ID / Agency:

Facility Name and Address:

Ken Willis

1050 Highway 36, Chester, CA

APN: 001-340-042-000

J. Langston CCEO #C54666093

Chief Code Enforcement Officer

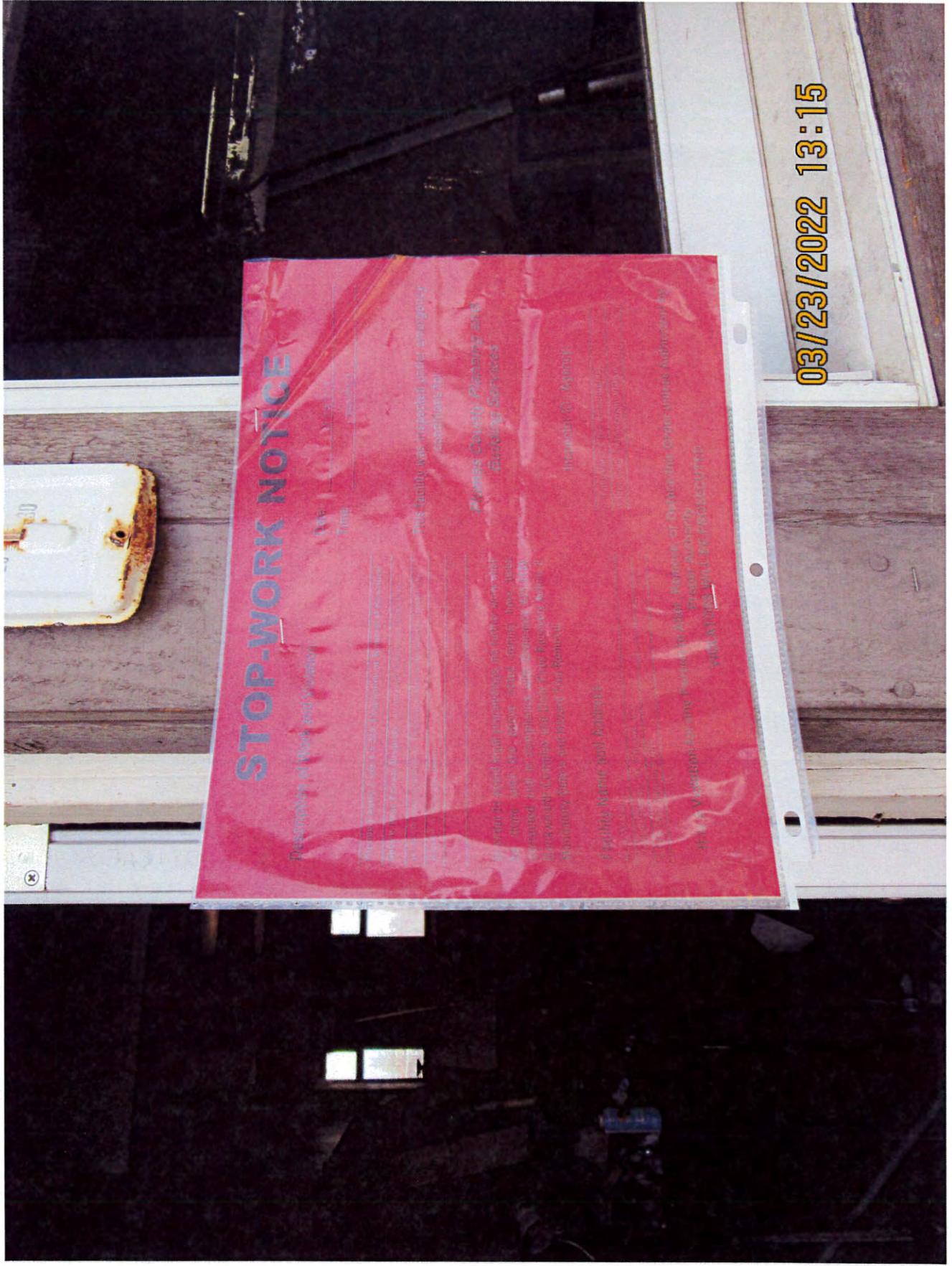
It is a Violation for any Person to Alter, Remove, or Deface this Order unless Authorized by Proper Authority.

VIOLATORS WILL BE PROSECUTED

APN: 001-340-042-000 1050 Highway 36, Chester, CA. Picture taken of the STOP-WORK NOTICE posted on March 23, 2022 on the entrance of the Office of Willis Auto Wrecking located at 1050 Highway 36 in Chester.



APN: 001-340-042-000 1050 Highway 36, Chester, CA. Picture taken of the STOP-WORK NOTICE posted on March 23, 2022 on the entrance of the Office of Willis Auto Wrecking located at 1050 Highway 36 in Chester.



STOP-WORK NOTICE

Description of Work and Location

Date: 03/23/2022
Time: 13:15

Permit Number: 1050 Highway 36, Chester, CA
Permit Holder: Willis Auto Wrecking

This facility was inspected upon completion of

work and the contractor is responsible for any and all work that is not in compliance with the applicable codes and regulations. The contractor is responsible for any and all work that is not in compliance with the applicable codes and regulations.

Facility Name and Address

1050 Highway 36, Chester, CA

If you have any questions, please contact the contractor at the above address.

03/23/2022 13:15

9/14/21

New

Damage Survey

(This is not an application for assistance. The purpose of this document is to gather damage information in order to assess the level of assistance.)

Name: Ken Willis

Damaged-Home Address: ^{Business}
10500 HWY 36
CHESTER CALIF

Temporary Mailing Address:
P.O. 1128
CHESTER CA

Contact Numbers: (530) 258-3478 (530) 258-1575 cell

Please specify: Homeowner Renter
 Primary Residence Rental Property Secondary Residence

If this is your secondary residence, is the property used as a vacation rental?
 Yes No

Pre-Disaster Estimated Home Value: \$ _____

Briefly Describe Damage (such as, completely destroyed, smoke damage, inaccessible, vehicle loss, etc.):
BURNED OUT 10,1K SQ FEET
2 SHOPS OFFICE
ALL EQ

Insurance Coverage: (such as, Homeowner's Insurance or Rental Insurance)

Was the property insured? NO If yes, please answer the following:

Type of coverage? _____

Amount of coverage? _____

Does your policy include Additional Living Expenses (ALE)? _____

Please answer the following:

1. Was the property used as a home business? Yes No

2. Are you unemployed or have you lost your income as a result of this disaster?
 Yes No If yes, please explain:

3. Have you been able to obtain copies of vital records that may have been destroyed? (i.e., birth certificates, driver's license, vehicle registrations, etc.)

4. What is your greatest concern(s) at this time?

5. If applicable, would you like to be contacted by non-profit agencies that may assist with Long Term Recovery Efforts? Yes No

9/17/21

Damage Survey

(This is not an application for assistance. The purpose of this document is to gather damage information in order to assess the level of assistance.)

Name: Ken Willis

Damaged Home Address: 1050 HWY 36

Temporary Mailing Address: P.O. 1128
CHESTER CA
96020

Contact Numbers: (530) 260-2425 (530) 258-03478

Please specify: Homeowner Renter SHOP
 Primary Residence Rental Property Secondary Residence

If this is your secondary residence, is the property used as a vacation rental?
 Yes No

Pre-Disaster Estimated Home Value: \$ 400K

Briefly Describe Damage (such as, completely destroyed, smoke damage, inaccessible, vehicle loss, etc.):
DESTROYED SHOP

Insurance Coverage: (such as, Homeowner's Insurance or Rental Insurance)

Was the property insured? NO If yes, please answer the following:

Type of coverage? _____

Amount of coverage? _____

Does your policy include Additional Living Expenses (ALE)? _____

Please answer the following:

1. Was the property used as a home business? Yes No
2. Are you unemployed or have you lost your income as a result of this disaster?
 Yes No If yes, please explain:
3. Have you been able to obtain copies of vital records that may have been destroyed?
(i.e., birth certificates, driver's license, vehicle registrations, etc.)
yes & no
4. What is your greatest concern(s) at this time?
5. If applicable, would you like to be contacted by non-profit agencies that may assist with Long Term Recovery Efforts? Yes No

Planning & Building Services Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002



Case Report

Location of Violation: 317 Main Street, Greenville, CA

Case No: 22-00004

APN: 110-063-010-000

Property Owner Name: TIAC LLC

Date: Friday, March 25, 2022

Reporting Officer Jennifer Langston CCEO #C45666093

Narrative: On July 26, 2021, Dr. Mark Satterfield, County of Plumas Local Health Officer, declared a Health Emergency Pursuant to California Health and Safety Code Section 101080 due to the Beckwourth Complex Fire and the Dixie and Fly Fire. According to the Department of Toxic Substances Control; after a major wildfire disaster, the potential for widespread toxic exposure and threats to public health exists due to the incineration of building materials which may contain siding, roofing tiles, and insulation, resulting in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. The exposure of debris and ash from residential and commercial structure fires which include hazardous waste such as paint, gasoline, compressed gas cylinders, and other chemicals that may have been stored in the burned structures, may also lead to acute and chronic health effects, and may cause long-term public health and environmental impacts.

December 21, 2021, was the deadline for enrolling in the Alternative Program, set by the Plumas County Board of Supervisors. The property, located at 317 Main Street in Greenville, CA, APN: 110-063-010-000, identified by the Plumas County Assessor's Office, Tax Roll, as TIAC LLC; owner of the said property. The Plumas County Tax Roll also indicates the property is and has been in default since 2018.

As of 3/25/2022, this property has not enrolled in the Alternative Program for the cleanup from the devastating Dixie Fire and violates the following:

Plumas County Code Section 4-9.204; Removal of Structural Debris and Hazard Trees Through the Government Program.

Plumas County Code Section 4-9.205; Owner's Removal of Structural Debris through the Alternative Program.

A search of permits through the Plumas County Building Department, confirms a structure was constructed on the said property. Permit Number 92-26686, shows a building permit was submitted and approved in 1992 for a 1050 sq ft Garage. The permit was not finalized and was reinstated in 2007, Permit Number 07-01004 and closed November 2007. Google maps, Satellite view confirms the building was constructed on the above said property. According to

Signature: _____

Date: 3/25/22

Planning & Building Services
Code Enforcement Office

555 Main Street, Quincy, CA 95971
(530) 283-7002



the Cal Fire, Dixie Fire Structure map; it is verified, a structure on the said property was destroyed greater than 50%. (See attachments)

The Office of Code Enforcement sent the Beckwourth Complex and Dixie Fires Debris Removal Violation 10-Day Abatement Notice and Order, January 28, 2022, Certified Mail. According to USPS Tracking the letter was Delivered, Left with Individual, on January 31, 2021.

The Office of Code Enforcement was never contacted by any persons invested in the property in question.

As of March 4, 2022, the above property had not been corrected, and paperwork had not been received for the Plumas County Fire Debris Removal Program. The Office of Code Enforcement sent a Notice of Beckwourth Complex and Dixie Fire Debris Nuisance Abatement Hearing, Certified Mail and posted on-site at 317 Main Street, Greenville, CA. (see attached photo of the posted notice). As of March 22, 2022, the posted notice had not been removed.

The Certified Notice was returned by the USPS as "not deliverable as addressed. A Certified Letter was also sent to InCorp Services INC, since this property is an LLC. This Certified Letter was signed for and was in return given a letter to the Office of Code Enforcement, stating, "InCorp Services INC, is only authorized to accept service of process documents being served to entities that are filed within our Nevada office's jurisdiction."

As of March 25, 2022, the burned structure remains on site.

Signature: _____

A handwritten signature in black ink, appearing to be "J. H. S.", written over a horizontal line.

Date: _____

3/25/22

Asmt: 110-063-010-000 Feeparcel: 110-063-010-000 Status: ACTIVE Owner: TIAC LLC

Situs Address	317 MAIN ST GREENVILLE		
Name Address	TIAC LLC		
Status	ACTIVE	Status Date	
Taxability Code	880	Descr	DISASTER CALAMITY PROP
TRA	053-026	Base Date	
Creating Doc#	1900I-----	Create Date	
Current Doc#	2019R0003247	Cur Date	07/17/2019
Terminating Doc#		Term Date	
Neighborhood Code	110	Supl Cnt	6
Asmt Description	COMMERCIAL IMPROVED		
LandUse 1	51		
LandUse 2	XX		
Zoning 1	C1	Dwell 1	0
Acres	0.17	SqFt	
Comments			

Values

Land

Structure

FixtureRP

Growing

Total L&I

Fixtures

TR/Date

Status

Description

TPZ Ag Pres Etal Bonds

Multi Situs 910 MH Flag 1 Prop 19

Asmt PP Tax PP Appeal Split

Main Ownership Detail Ownership History Mfg Homes Attributes Situs Parcel Desc

1/1 < > << >> <<< >>>

IC Inq. Images

1 records found.

sa, 09/29/2021 5:56:53 PM

Fee Parcel: 110-063-010-000 As of Date: 3/25/2022 Default Amount: \$502.98
 Default Num: DEF-190-000-255 Default Date: 06/30/2019 Owner: TIAC LLC

Asmt	Taxyear	Fiscal Year	Paid	Taxes	Penalty	Cost	Redempti...
▶ 110-063-010-000	2018	2019	None	\$439.08	\$43.90	\$20.00	\$217.3
110-063-010-000	2019	2020	None	\$456.96	\$45.68	\$20.00	\$143.9
110-063-010-000	2020	2021	None	\$455.74	\$45.56	\$20.00	\$61.5

Summary: 1/1 P #P #H
 Pay Plan: Pay Plan Prior Years
 \$1,351.78 \$135.14 \$60.00 \$422.80
 SR, 07/18/2019 11:54:28 AM

Asmt: 110-063-010-000 Tax Year 2021 As Of Date 03/25/2022 Owner's Name TIAC LLC

Description
 Situs 1 317 MAIN ST
 Situs 2 GREENVILLE CA
 Fee Parcel 110-063-010-000
 Original Asmt 110-063-010-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1
 Address 2
 Address 3
 Address 4

Contact Number
 Loan Number
 Name
 Phone Number
 Lender Number

Status C TRA
 Bill Type SP Event Date
 Taxability 000 Printed Date 10/13/2021
 Roll Type S Lot SqFt 0.17

Fee Parcel
 Situs 1
 Owner
 Situs 2
 Search

Taxes	1	2	Total
	LATE	DUE	
Date	12/10/2021	04/10/2022	
Total Due	\$139.24	\$126.59	\$265.83
Total Paid	\$0.00	\$0.00	\$0.00
Balance	\$139.24	\$126.59	\$265.83

Prior Years in Default DEF190000255 Roll Changes Bankruptcy Lien Fees View Notes

ASMT Owners Values Tax Codes Taxes Part Pays Four Pays Coll. Refunds R/C Refunds Suppl. Index

1/4 Summary

Ready Landuse 1 COMMERCIAL IMPROVED 2021 PLUMASCOUNTY mpmts2000, 03/25/2022 12:01:12 AM

ASW0100INQ2.5.0.5: Ownership Detail

Assessor Inquiry

Mar 25, 2022 11:43:02 AM (-07:00)

Asmt: 110-063-010-000 Feeparcel: 110-063-010-000 Status: ACTIVE Owner: TIAC LLC Total Own: 100%

Owner	Set/Seq	H/W	Primary	Title Attached	GrantingDocNum	Oxnership%
TIAC LLC	1/1		<input checked="" type="checkbox"/>		2019R0003247	100.0000000%

Granting (Right-click any field below for Col Selector)

Doc Num	RecDate	TranTax	Gr...	Code	Descr	ParentAsmt	Granting Notes
2019R000...	07/17/20...	\$0.00	1	01	RE-APPRAISA...	110-063-010-...	

Main Ownership Detail Ownership History Mfg Homes Attributes Situs Parcel Desc

1/1	1/1	Phy Char.	TC Inq.	Images
-----	-----	-----------	---------	--------

1 records found.

BUILDING PERMIT

County of Plumas Quincy, Ca. 95971

THIS PERMIT VALID FOR
THREE YEARS
P.C.C. SECTION 8 1.06

CHESTER DIVISION
(916) 258-2108

OWNER: Leland J. Fackrell ADDRESS: P.O. Box 376, Greenville CA PHONE: 284-6229

CONTRACTOR: Owner-Builder ADDRESS: _____ PHONE: _____

JOB ADDRESS: 317/313 Main Street ASSESSOR PARCEL #: 110-063-10

SUBDIVISION: _____ LOT: _____ LOCALITY: Greenville

TYPE OF CONSTRUCTION: Garage

CONSTRUCTION		
_____ sq. ft. @ _____ Bldg.	=	_____
_____ sq. ft. @ _____ Storage	=	_____
<u>1050</u> sq. ft. @ <u>16</u> Garage	=	<u>16,800</u>
_____ sq. ft. @ _____ Carport	=	_____
_____ sq. ft. @ _____ Addition	=	_____
_____ sq. ft. @ _____ Shed	=	_____
_____ sq. ft. @ _____ Porch	=	_____
_____ sq. ft. @ _____ Cov. Deck	=	_____
Woodstove and Flue	=	_____
TOTAL VALUATION \$ <u>16,800</u>		

PLUMBING	
_____ Traps	\$ _____
_____ Gas piping system	\$ _____
_____ Water piping system	\$ _____
_____ Furnace	\$ _____

ELECTRICAL	
_____ Outlets	\$ _____
_____ Range	\$ _____
_____ Heaters	\$ _____
_____ Elec. water heater	\$ _____
_____ Elec. serv-not over 200 amps	\$ _____
_____ Elec. serv-over 200 amps	\$ _____

CERTIFICATE OF APPLICANT

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all County Ordinances and State Laws regulating Building Construction.

(a) I hereby certify that I have on file, or file herewith with the Building Official, County of Plumas, the Certificate of Insurance or Consent to Self Insure, as specified in Section 3800 of the Labor Code of California, and I hereby further certify that I am licensed under the provisions of Chapter 9, of Division 3, of the Business and Professions Code (starting at Sec. 7000) as a Licensed Contractor, that my license number is _____ and is in full force and effect

OR

I am exempt from the said licensing provisions because:

(1) I am the owner of the property and I am building or improving the structure(s) thereon for my own occupancy and not for sale and I do not intend to offer to sell, or to sell it within one year from the date of completion (Sec. 7044, Business and Professions Code); or,

(2) I am the owner of the property and am contracting for the project with a licensed contractor or contractors (Sec. 7050 of Business and Professions Code); or

(3) I am undertaking the above-described job as an employee with wages as my sole compensation (Sec. 7053, Business and Professions Code); or

(4) I am exempt under the provisions of Sec. _____ of the Business and Professions Code for the following reasons:

(b) I certify that in performance of the work for which this permit is issued I shall not employ any person in any manner so as to become subject to the Workmen's Compensation Laws of California, and I understand that if I become subject to the Workmen's Compensation provisions of the Labor Code at any time during the course of the work for which this permit is issued, I shall forthwith comply with the provisions of Section 3700 of the Labor Code or my permit shall be deemed revoked.

X Signature on file in office _____
Owner/Authorized Agent or Contractor

TOTAL OF FEES	
Construction	<u>297.00</u>
Less Plan Check	<u>117.00</u>
Plumbing	_____
Electrical	_____
Well	_____
Insulation	_____
Prints 2 @ 2.00	<u>4.00</u>
SMIP <input checked="" type="checkbox"/>	<u>1.68</u>
TOTAL FEE	\$ <u>185.68</u>

Receipt # 21548

Cash _____

295 _____

Check No. _____

7-6-92 _____

Date _____

**BUILDING OFFICIAL
COUNTY OF PLUMAS**

By: Maryann Albright

Date Issued: July 6, 1992

NOTES:

PERMIT 26688

General Plan

HIGH OPPORTUNITY AREA	
Multiple family use	<input type="checkbox"/>
Commercial use	<input type="checkbox"/>
Industrial use	<input type="checkbox"/>
Other use	<input type="checkbox"/>
DEVELOPMENT	
Applicable	Completed
Development standards	
Roadway	
Paved	<input type="checkbox"/>
Year-round, maintained	<input type="checkbox"/>
Paved internal	<input type="checkbox"/>
Water	
Existing system	<input type="checkbox"/>
New system	<input type="checkbox"/>
750 GPH	<input type="checkbox"/>
1000 GPH	<input type="checkbox"/>
Sewer	
Community system	<input type="checkbox"/>
System waived	<input type="checkbox"/>
Street lighting	<input type="checkbox"/>
Fire protection	
In district	<input type="checkbox"/>
Year-round service	<input type="checkbox"/>
Realistic response time	<input type="checkbox"/>
Open space	<input type="checkbox"/>

Zoning

Zoning(s) C-1, MH, SP, HA

Ord(s) 85-604

Permitted use
 Lawful nonconforming use

Applicable	Date
<input type="checkbox"/> Special Use Permit	
<input type="checkbox"/> Variance	
<input type="checkbox"/> Planned Development Permit	
<input type="checkbox"/> Site Development Permit	
<input type="checkbox"/> Fire warden review	
<input type="checkbox"/> Flood study	
<input type="checkbox"/> Historic review	
<input type="checkbox"/> Scenic review	
<input type="checkbox"/> Airport surface	
<input type="checkbox"/> Airport zone of influence	
<input type="checkbox"/> Roof shedding	
<input type="checkbox"/> Noise limitation	
<input type="checkbox"/> Industrial protection zone	

Requirements Met

CEQA

Exempt: Sec. 15061(b)(3) (not subject to CEQA)
 Sec. 15300.1 (ministerial)
 Sec. 15301 (existing facilities)
 Sec. 15302 (replacement/reconstruction)
 Sec. 15303 (new/conversion small)
 Other _____

Non-exempt: N/D _____ EIR _____

Records

	Book	Page	App. Req.
Map	A	25	
C.C.			
H.V.			

HEIGHT: Limit 35
 Proposed 16

COVERAGE: % Permitted _____
 % Proposed _____

	Spaces			Design Stds. Completed
	Required	Required	Modified	
PARKING				
LOADING				
LANDSCAPING				

YARDS (setbacks)	Required					Proposed				
	Front	Front	Rear	Left	Right	Front	Front	Rear	Left	Right
Building/Structure	0	0	0	0	0	104	21	3	3	
Garage										
Carport										

MODERATE OPPORTUNITY AREA	
Commercial zone	<input type="checkbox"/>
Industrial zone	<input type="checkbox"/>
Other zone	<input type="checkbox"/>
Road paving required	<input type="checkbox"/>

COMMENTS / REQUIREMENTS C-1 ZONE WILL ALLOW THIS GARAGE AS A PARKING LOT.

INITIAL REVIEW BY _____ APPROVED _____ DATE _____
 FINAL REVIEW BY Scott Mottley APPROVED X DATE 6/23/92

**PLANNING AND BUILDING SERVICES
COUNTY OF PLUMAS**

Type of Permit: Building

Quincy Office: 530-283-7011, 283-6001
555 Main Street, Quincy CA 95971
Chester Office: 530-258-2108
PO Box 545 (222 1st Ave.) Chester CA 96020

Permit No: 07-01004
Prepaid Inspections:

OWNER: RETALLACK, ESTHER
PO BOX 50
CRESCENT MILLS, CA. 95934

Home:
Bus. Phone:
FAX No:

CONTRACTOR:

Bus. Phone:
Parcel No. 110-063-010

JOB-SITE:
317 MAIN STREET GREENVILLE

THIS PERMIT IS LIMITED TO THE FOLLOWING CONSTRUCTION ACTIVITY

Fee Code	Mod	Description	Group-Div	Type	Const	Sq-Ft.
41.0		Reinstate 940.x.35%				

INSPECTION INSTRUCTIONS:

1. Call the Planning and Building Services Inspection Office serving your area to request your inspections. NOTE: allow 24-48 hours minimum advance notice.
2. Maintain all applicable setbacks per the APPROVED Plot Plan.
3. Locate and flag all property corners and post physical address at street.
4. Maintain APPROVED building plans and inspection record at jobsite.
5. Each required inspection must be performed and PASSED before construction can continue. Unauthorized construction may result in penalties.

REVISION INSTRUCTIONS:

6. Changes to the APPROVED plans must be submitted in writing to the Planning and Building Services Inspection Office serving your area AND APPROVED prior to implementing. NOTE: Additional fees may apply.

EXPIRATION INFORMATION:

7. This permit shall not expire provided construction activity is not abandoned or suspended for any 12 month period, and all construction activity is validated by inspection.

CERTIFICATE OF OCCUPANCY OR NOTICE OF COMPLETION INFORMATION:

8. A certificate of Occupancy is required for any occupiable building or structure prior to taking occupancy. PCC Sec 8-1.05, CBC 109.1
9. Property owners with septic tanks WILL NOT be granted a Certificate of Occupancy until the accurate location of the septic is identified and measured.

PLUMAS COUNTY PLANNING AND BUILDING SERVICES

BY

Date 10/04/2007

DATE: 5-23-92

363

PLAN CHECK # : _____

OWNERSHIP VERIFIED BY: *[Signature]*

RESUBMITTAL # : _____

TRA # : _____

STRUCTURAL CHECKED:

(Please Include Plot Plan)

OWNER: Leland J. Fairchild

Mailing Address: PO Box 376 Greenville Zip Code: 95947

Home Phone: 284-6229 Office or Message #: _____

Do you foresee the Possibility of opening a Business? YES / NO

CONTRACTOR: Owner Builder California License #: _____ Class: _____

Mailing Address: _____ Zip Code: _____

Office Phone: _____ Home Phone: _____

Workman's Comp. Insurance Carrier: _____ On file: YES / NO Expires: _____

CONTRACTOR RESPONSIBILITY: ___ Turnkey; ___ Framing Only; ___ Other: _____

IMPROVEMENT SITE:
Street Address: 317/318 Main St ASSESSOR PARCEL NUMBER: 110-063-10

Town: _____ Subdivision: _____ Lot: _____

TYPE OF PERMIT APPLYING FOR: (Please check the type of permit(s) applying for)

- Building (specify) GARAGE
- Mobilehome Installation
- Gas Piping
- Woodstove
- Other (Specify) _____
- Septic System
- Well
- Electrical (Specify) N.E.S.
- New Electrical Service
- Upgrade

ENERGY COMPLIANCE METHOD:
___ Plumas County Pkg. 1 ___ Point System
___ Plumas County Pkg. 2 ___ Other (Specify) _____

SEWAGE DISPOSAL: Existing _____ Proposed _____
Community _____ Permit #: _____
Individual _____

WATER SUPPLY: Existing _____ Proposed _____
Community _____ Permit #: _____
Individual _____

CONSTRUCTION SITE: ___ Fill ___ Undisturbed Soil

BUILDING PERMITS ONLY:
Do you want Construction Power on a Pole? ___ YES ___ NO

MOBILEHOME AND MANUFACTURED HOUSING ONLY

Manufacturer: _____ Length: _____ Width: _____
 Model Number: _____ Roof Snow Load: _____
 Date of Manufacturer: _____ Foundation Type: Permanent Pier

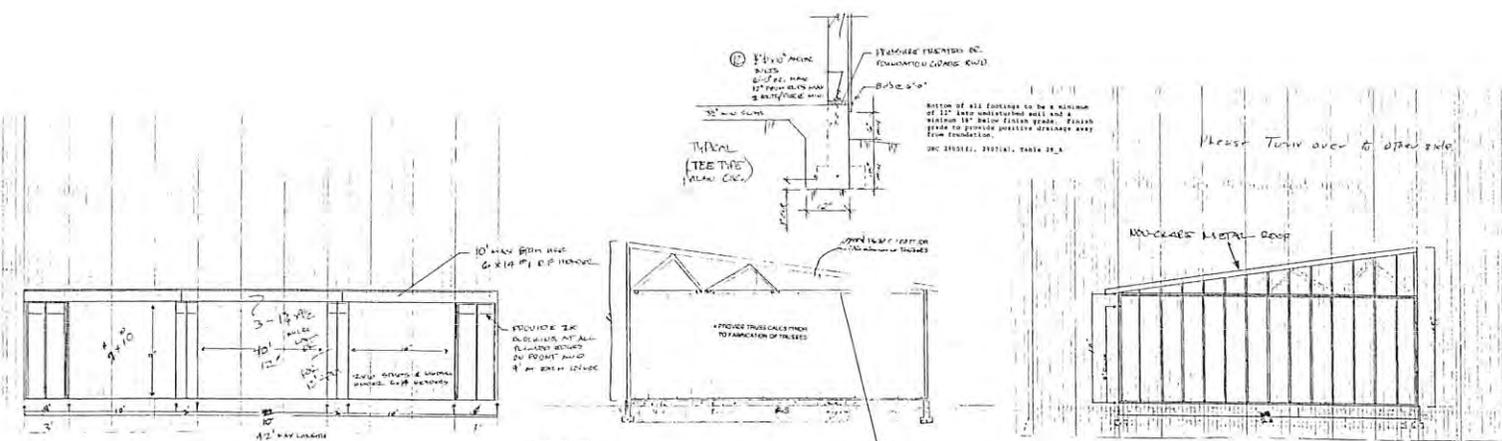
GARAGE - SIMPLE JOBS

pk 5/15/92 457 49
158/515
6/17/99 4579

OUTSTANDING PERMITS:

FOR OFFICE USE ONLY

PLAN REVIEW COMMENTS:
GARAGE



IMPORTANT NOTE:
 All loadings at exterior doors shall be within 24" to length of which the door will not open. 2" from door floor and 12" from door top and not more than 12" from door floor for swinging doors.

IF CEILING IS INSTALLED
 PROVIDE MIN. 7.5 AIRS
 VENTILATION = 2-14x22 GABLE UNITS
 ALSO PROVIDE MIN 22"x22" AIRS UNITS

APPROVED
 2012-12-12
 [Signature]
 PLUMAS COUNTY BLDG CODE

All changes from the approved plans shall be approved by the Building Department, before construction. These plans were checked by PLUMAS COUNTY BLDG CODE. If you have any questions regarding any of the requirements, call (916) 262-2622.

SUBJECT TO:
 1994 USC
 1996 LBC
 1989 UPC
 1990 NEC

NOTE: See also comments in enclosure on sheets #1 & 2.

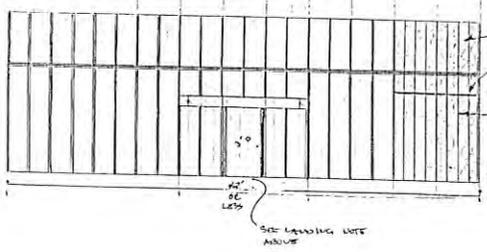
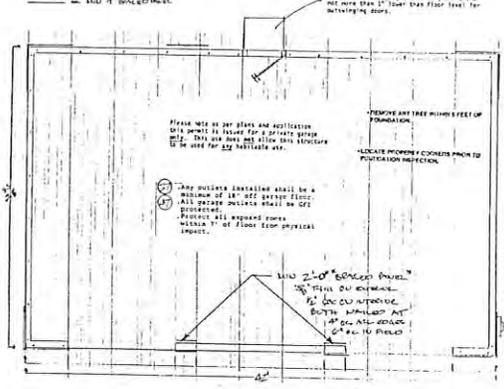
PLEASE NOTE:

The approved Plot Plan shows this structure on being closer to minimum setbacks property line was shown. Therefore, you must have the following in place at the time the inspector arrives on site for the final inspection:

1. Fences will not corner. Minimum necessary to locate the structure on the parcel as per the approved Plot Plan.
2. The following property lines must be "staked" from monument to monument:
 140' x 140' x 140' x 140'

PLEASE BE ADVISED:

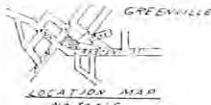
1. That "monument" means the official lot corner marker that was set by a California Licensed Surveyor. Typically - PINE WOOD OR IRON PIPE.
2. That if the above noted lines are not in place for the inspector, the building inspection cannot be performed until such time as they are in place (the next day at the earliest).
3. To satisfy the above noted items, you may have to hire a licensed surveyor to "set" the lot corners.



MIN 1/2" CDX PLANKS
 UNLINED WITH 8x12 @
 6" OC - REMOVES / 12" OC FLOOR

8" T-11 PLANK SIDING
 UNLINED WITH 8x12 @
 6" OC - REMOVES / 12" OC FLOOR

THIS PERMIT HAS BEEN
 ISSUED AS THE FOLLOWING:
 M-1 Private Garage
 TYPE 4-N Class 100 sq ft



- LEGEND**
- * Found monuments as noted
 - 1/2" Steel Pin with plastic cap stamped "M.D. & N. 1117"
 - Set Spike and Cap in pavement
 - Wall and Tag "John G. Simpson, M.D.S. 1117"
 - Found
 - ▨ Record (from deed, record map, etc.)
 - ▩ Measured
 - ▧ Parcel Map
 - ▦ Book
 - ▥ Page
 - ▤ Official Records, records of Plumas County
 - ▣ Registered Civil Engineer
 - ▢ Land Surveyor
 - Iron Pipe
 - I.P. & T. Iron Pipe and Tag

NOTE

All various lines in the west at least four (4) different lines have been marked for the north line of Crescent Street along the front of Parcel 3 hereon. In connection with this map a line which best fit the most closely relative evidence in this block and was the most nearly in line with old fences and lines of occupation in the west two blocks to the east was accepted.

- NOTES**
1. Tentative Parcel Map approved by Plumas County Planning Commission December 18, 1972.
 2. Easement No. 1 is to be for roadway, utilities, drainage and incidental purposes for the benefit of parcels 1, 2 and 3 hereon. A declaration establishing said easement will be recorded concurrently with the filing of this map.

COUNTY TAX COLLECTOR'S CERTIFICATE

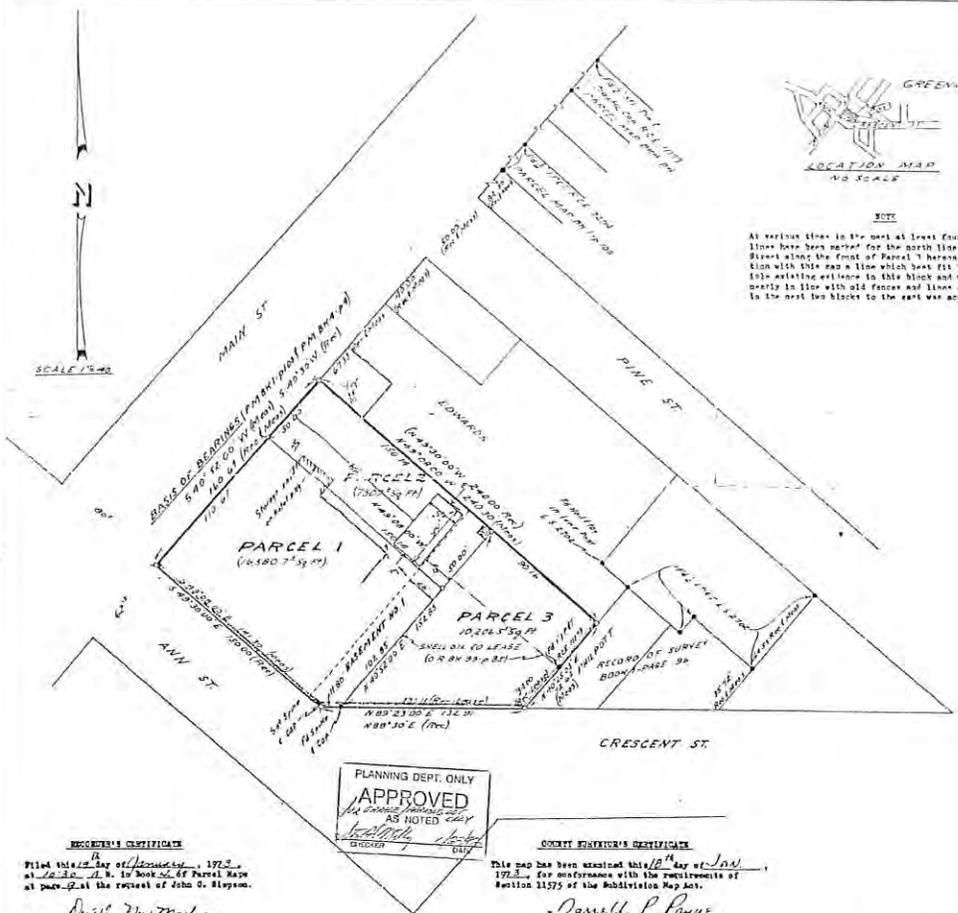
I, the undersigned, County Tax Collector of the County of Plumas, State of California, do hereby certify that there are no tax liens against Parcels 1, 2 and 3 as shown hereon or unpaid state, county, municipal, or local taxes, or any assessments collected as taxes, except taxes or assessments not yet payable. Taxes or assessments which are a lien but not yet payable, are estimated to be in the amount of \$_____.

Douglas S. Badetruaka
 Douglas S. Badetruaka
 Plumas County Tax Collector

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction (and is based upon a field survey) in accordance with the Subdivision Map Act as requested by M. D. Ayoub, December 20, 1972. I hereby certify that it conforms to the approved tentative map and the conditions of approval thereof; that all provisions of applicable state law and local ordinances have been complied with.

John G. Simpson
 John G. Simpson
 M.D.S. 1117



SCALE 1"=40'

RECORDER'S CERTIFICATE

Filed this 15th day of December, 1972, at 10:30 A.M. in Book 56 of Parcel Maps at page 2 at the request of John G. Simpson.

David New Massey
 Plumas County Recorder

Fee \$5.00
 Title No. 3322

PLANNING DEPT. ONLY
APPROVED
 AS NOTED
David New Massey
 CHECKED

COUNTY ENGINEER'S CERTIFICATE

This map has been examined this 18th day of Jan 1973, for conformance with the requirements of Section 11575 of the Subdivision Map Act.

Darrell P. Payne
 Plumas County Surveyor

JOHN C. SIMPSON, P.E.
 CIVIL ENGINEER
 P.O. BOX 719
 QUINCY, CALIFORNIA

PARCEL MAP
 OF
SUBDIVISION OF THREE PARCELS
 FOR
M. D. AND NEZERA AYOUB
 RECORD OWNERS
 WITHIN
 BLOCK 2, TOWN OF GREENVILLE
 PLUMAS COUNTY, CALIFORNIA

4749

Permit# C/R dt/tm offc Stt Xrf

Iss tm Age Exp Close contt

Work: | Add By: |

Owner: Name: | date: |

Addr Ph#: | Upd By: |

Addl | date: |

Email:

Contr: Name: Class:

Addr:

Ph#: Bus Cell Email

Design: Name: Class:

Site: Parcel No. Type Stat Date By

Lot-No: Subdv: | Own.ship |

Addr: | Schl Tax |

Location: | Engn.Dpt |

Office: Area: | Env. Hth |

Fee: Rcvd: Due: | Planning |

Value: Plan Check: | |

- Bldg
- Find
- Next
- Prev
- 1st
- Last
- Add
- Ycopy
- Upd
- Zupdate
- 2.fees
- 3.Pymt
- 4.Detail
- 5.Insp/Pchk
- 6.wrk_sheet
- 7.permit
- 8.labels
- 9.track
- Q.Activity
- Insp Pchk
- + -

Find next record in the selected set.
You are at the end of the list.

Satellite view of 317 Main Street, Greenville from Google Maps



Street view of 317 Main Street, Greenville from Google Maps



Dixie Fire Structure Status

CAL FIRE - Incident Info

Find address or place

Information

About

Field damage inspection has concluded. The icons on the map indicate the known status of the structure.

Addresses may be entered into search bar to find a specific location.

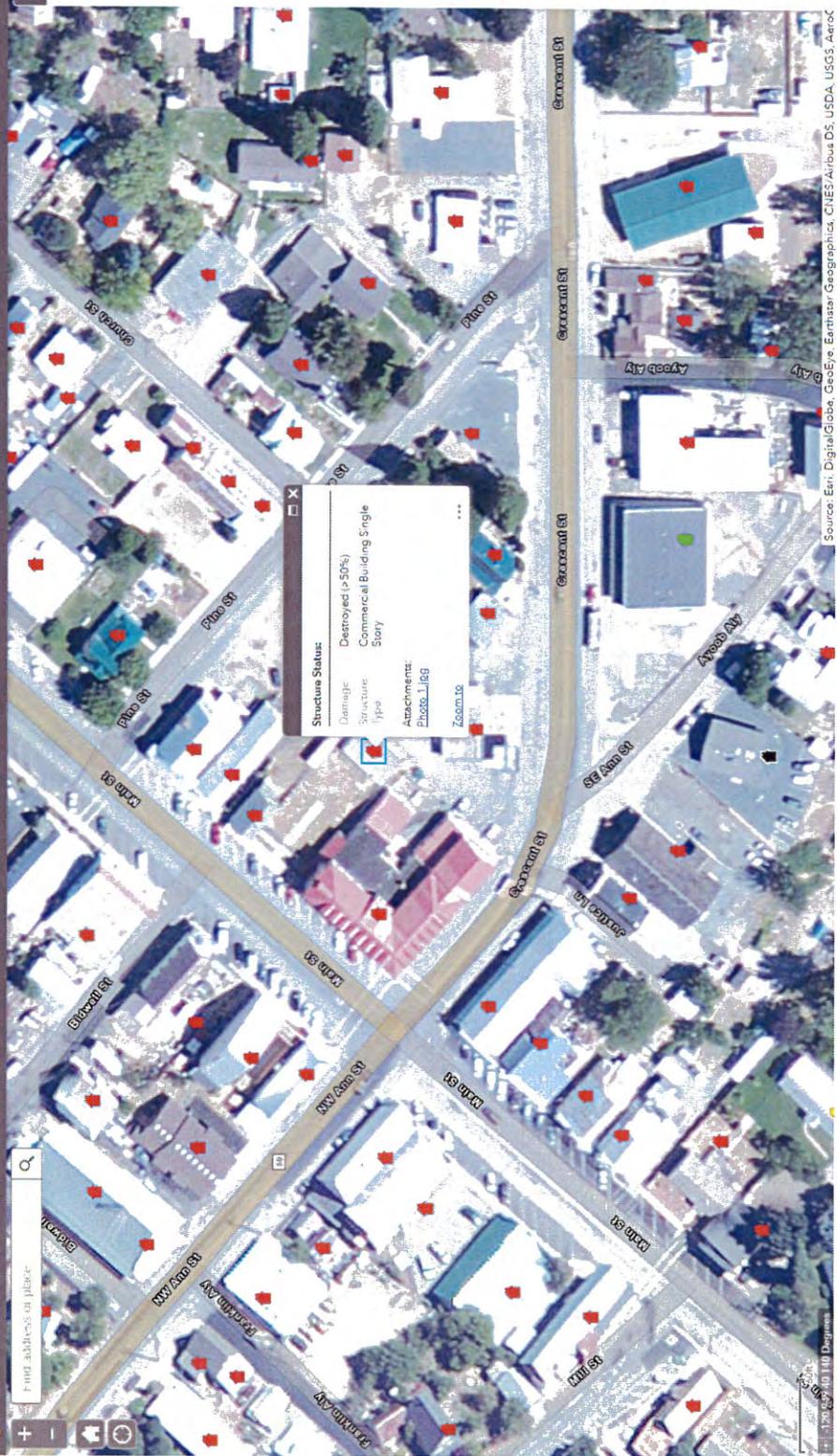
For additional information visit:

- [CAL FIRE - Incident Page](#)
- [Ready for Wildfire - Returning Home](#)

Legend

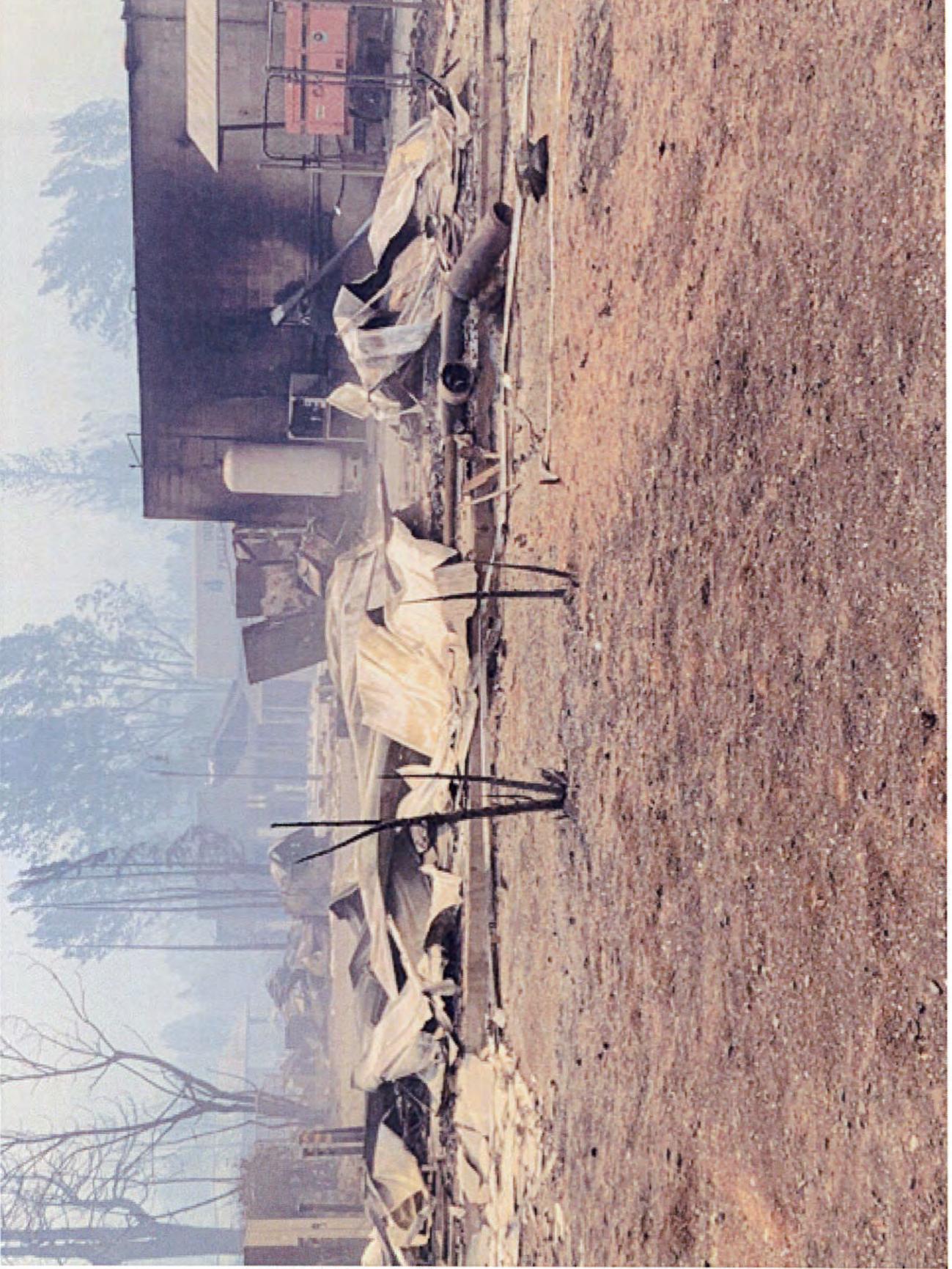
- Structure Status:**
- Destroyed (>50%)
 - Major (25-50%)
 - Minor (10-25%)
 - Affected (1-5%)
 - Inaccessible
 - No Damage

Dixie Perimeter



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX

Picture copied from the Dixie Fire Structure Status Cal Fire incident Information Damage Inspection Map
(Disclaimer on the map: (Completed last updated 9/13/2021)
Icon on map indicates this is one of structures located on property address 317 Main Street, Greenville, with >50% from Dixie Fire





PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
fax (530) 283-6134

1/28/2022

Property Address: 317 Main Street, Greenville, CA

APN: 110-063-010-000

Case Number: 22-00004

Owner(s) Name: TIAC LLC

BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS REMOVAL VIOLATION 10-DAY ABATEMENT NOTICE AND ORDER

The owner(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number: 110-063-010-000 and having a street address of 317 Main Street, Greenville, CA, is (are) hereby notified the property is found to be a nuisance and a health hazard pursuant to the Plumas County Code Title 4. The Plumas County Public Health Department has determined that (1) fire debris and ash from qualifying structures exists on the property listed above; (2) the property is not enrolled in an approved fire debris removal program; and (3) the property is located within the area burned by the Beckwourth Complex and Dixie Fires, which drains to surface waterways and those waterways showed increased concentrations of some metals and polycyclic aromatic hydrocarbons (PAHs) in multiple sampling events that occurred after the fire. These factors constitute an emergency condition which seriously endangers the public health and/or safety and violates Plumas County Code section 4-9.208 as follows:

Properties that have fire ash and debris from the Beckwourth Complex or Dixie Fires and that do not have either an approved Right of Entry Permit for the Government-sponsored Program, or an approved application for the alternative program by the December 21, 2021 deadline set by the Board of Supervisors, are declared a nuisance and health hazard and such properties may be abated pursuant to this chapter [Chapter 53].

You are hereby on notice, pursuant to Plumas County Code Title 4, Chapter 9. – Debris Removal, you are maintaining a nuisance and health hazard on the above-referenced property. If the violation is not corrected within 10 days of the date of this notice, the County may abate the violation. The costs shall be charged to the owner(s). Costs for the abatement may be up to \$100,000 or more depending on the specific property cleanup. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the abatement.

The owner(s) may appeal the violation within 10 days of the date of this notice. The written appeal shall state the basis for the appeal. Address appeals to:

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

Appeals may also be emailed to: pcbs@countyofplumas.com

The owner(s) may correct the violation and avoid the expense of abatement by immediately contacting the Plumas County Debris Removal Center and signing up for an approved debris removal program. A valid application containing the names and signatures of both the property owner and the licensed contractor performing the work is required. Enrolling in a debris removal program allows the owner(s) to come into compliance with Plumas County Code Title 4, Chapter 9. You may call the Plumas County Right-of-Entry center at 530.283.7080 for more information.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Langston', with a long horizontal flourish extending to the right.

Jennifer Langston
Chief Code Enforcement Officer
Plumas County Code Enforcement
(530) 283-7002
CodeEnforcement@countyofplumas.com



PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
fax (530) 283-6134



March 4, 2022

Property Address: 317 Main Street, Greenville, CA

APN: 110-063-010-000

Case Number: 22-00004

Owner(s) Name: TIAC LLC

NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number 110-063-010-000 and having a street address of 317 Main Street, Greenville, California is (are) hereby notified to appear before the Board of Supervisors of the County of Plumas at March on 15, 2022, at the hour of 2:30 o'clock p.m., located at 520 Main Street, Quincy, California, to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) 4-9.204 and 4-9.205, as follows: parcel has not been included in either the state debris cleanup program or the County's Alternative Program. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

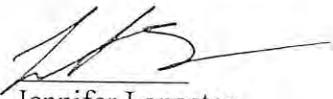
Dated: March 4, 2022

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY –

STRUCTURAL DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By: 
Jennifer Langston
Chief Code Enforcement Officer

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

APN: 110-063-010-000 317 Main Street, Greenville, CA TIAC LLC. Abatement Hearing Notice Posted on Site.



PLUMAS COUNTY CODE ENFORCEMENT

voice (530) 283-7011
fax (530) 283-6134

555 Main Street
Quincy, CA 95971
www.plumascounty.us

March 4, 2022

Property Address: 317 Main Street, Greenville, CA APN: 110-063-010-000
Case Number: 22-00004 Owner(s) Name: TIAC LLC

**NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS
NUISANCE ABATEMENT HEARING**

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number 110-063-010-000 and having a street address of 317 Main Street, Greenville, California is (are) hereby notified to appear before the Board of Supervisors of the County of Plumas at March 15, 2022, at the hour of 2:30 o'clock p.m., located at 520 Main Street, Quincy, California, to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) 4-9.204 and 4-9.205, as follows: parcel has not been included in either the state debris cleanup program or the County's Alternative Program. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

03/04/2022 15:25

ASH remains a health hazard.

APN: 110-063-010-000 317 Main Street, Greenville, CA TIAC LLC. Abatement Hearing Notice Posted on Site.



03/04/2022 15:25

[Track Another Package +](#)

Tracking Number: 70202450000122115932

[Remove X](#)

Your item was delivered to an individual at the address at 9:17 am on January 31, 2022 in EL CERRITO, CA 94530.

USPS Tracking Plus® Available [v](#)

Delivered, Left with Individual

January 31, 2022 at 9:17 am
EL CERRITO, CA 94530

Feedback

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus® [v](#)

Product Information [v](#)

[See Less ^](#)

[Track Another Package +](#)

Tracking Number: 70202450000122115680

[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 3:12 pm on March 7, 2022 in LAS VEGAS, NV 89169.

USPS Tracking Plus® Available [v](#)

Delivered, Front Desk/Reception/Mail Room

March 7, 2022 at 3:12 pm
LAS VEGAS, NV 89169

[Feedback](#)

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus® [v](#)

Product Information [v](#)

[See Less ^](#)

[Track Another Package +](#)

Tracking Number: 70202450000122115673

[Remove X](#)

Your item was returned to the sender at 1:29 pm on March 14, 2022 in QUINCY, CA 95971 because the forwarding order for this address is no longer valid.

USPS Tracking Plus[®] Available [v](#)

Forward Expired

March 14, 2022 at 1:29 pm
QUINCY, CA 95971

Feedback

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus[®] [v](#)

Product Information [v](#)

[See Less ^](#)



**PLANNING & BUILDING SERVICES
CODE ENFORCEMENT OFFICE**
555 MAIN STREET
QUINCY, CA 95971-9366

RECEIVED

MAR 14 2022

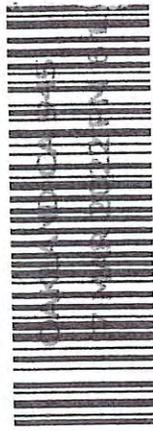
PC Planning+Building

JTAC LLC

RTS

~~3060 EL CERRITO PLAZA #151~~
EL Cerrito, CA 94530

CERTIFIED MAIL



7020 2450 0001 2211 5673

FIRST-CLASS MAIL

NEOPOST

03/04/2022

US POSTAGE \$007.33



ZIP 95971

041M11284340

NIXIE 958 DC 1 0005/11/22
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 95971914355 *0241-02048-04-47

9326089770305052

9453034041FC
95971>9143

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FNCOFF SERVICES INC #
3773 Howard Hughes Parkway
Las Vegas NV 89169



9590 9402 6117 0209 7018 68

2. Article Number (Transfer from service label)

7020 2450 0001 2211 5680

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 B. Received by (Printed Name) MICHAEL
 C. Date of Delivery 3/7/22
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature Restricted Delivery
 - Adult Signature Restricted Delivery
 - Certified Mail[®]
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express[®]
 - Registered Mail[™]
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation[™]
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt



March 7, 2022

Planning & Building Services
Code Enforcement Office
555 Main Street
Quincy, CA 95971-9366

RECEIVED

PC Planning+Building

via Certified USPS TRK# 7021 0950 0001 6183 1503

RE: TIAC LLC – an entity served in Nevada

To whom it may concern:

Please be advised that the enclosed document may have been sent in error to our office address in Nevada. As a registered agent, InCorp Services Inc. is only authorized to accept service of process documents being served to entities that are filed within our Nevada office's jurisdiction. Per the Nevada Secretary of State's public record, no entity with the name of **ITAC LLC** currently exists active or inactive where InCorp is the appointed agent of record.

You may need to serve this document in a different jurisdiction, to a different party, or confirm the name of the entity you are attempting to serve. We cannot pass along the document served upon us since we are not the noted Registered Agent of record for this entity in **Nevada**.

We are returning to sender (yourself) the document per the reasons I have listed above. Thank you.

Regards,


Vanissa Moon

Service of Process Department
InCorp Services, Inc.
Ph. 702-866-2500

BUSINESS ENTITY AND MARK SEARCH RESULT

Name	Status	Filing Date	Type	NV Business ID	Entity Number
TIA CATHERINE GIBSON	Cancelled	06/30/2017	NT7 Business License Sole Proprietor	NV20171418255	
TIA CHEYENNE HAL-ELDER	Expired	03/29/2019	NT7 Business License Sole Proprietor	NV20191245708	
Tia Chianti Jones	Expired	02/11/2013	NT7 Business License Sole Proprietor	NV20131087075	
TIA CROSSON	Cancelled	12/30/2009	NT7 Business License Sole Proprietor	NV20091630807	
TIAC, INC	Dissolved	04/09/2001	Domestic Corporation (78)	NV20011265981	C8939-2001
Tiacara Collette Drame	Active	03/24/2021	NT7 Business License Sole Proprietor	NV20212050951	E13305342021-9
TIACARA COLLETTE DRAME	Expired	07/29/2016	NT7 Business License Sole Proprietor	NV20161446842	



PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
fax (530) 283-6134

March 4, 2022

Property Address: 317 Main Street, Greenville, CA

APN: 110-063-010-000

Case Number: 22-00004

Owner(s) Name: TIAC LLC

NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING

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If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.

Dated: March 4, 2022

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY –

STRUCTURAL DEBRIS/HAZARD TREE REMOVAL

ENFORCEMENT OFFICER

By:



Jennifer Langston

Chief Code Enforcement Officer

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9