



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
APRIL 11, 2023 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

**AGENDA**

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

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

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

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

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



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

**Live Stream of Meeting**

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

## **ZOOM Participation**

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

## **Public Comment Opportunity/Written Comment**

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

[Public@countyofplumas.com](mailto:Public@countyofplumas.com)

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

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

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

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

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

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **B. PLUMAS COUNTY FIRE SAFE COUNCIL** - Rachel Wehrman

Update and information regarding an upcoming event. **View Item**

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

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

## 2. CONSENT AGENDA

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

### A. AUDITOR - CONTROLLER

- 1) Authorize the Auditor/Controller to recruit and fill funded and allocated; 1.0 FTE Payroll Specialist I/II; vacancy due to promotion. **View Item**

### B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Current Electric & Alarm Inc., for monitoring alarm systems; effective January 1, 2023; not to exceed \$5,000.00; approved to form by County Counsel. **View Item**

### C. CODE ENFORCEMENT

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Code Enforcement and David Humphrey, dba Crescent Tow and Repair for the Vehicle Abatement Services Towing Contract; effective March 1, 2023; not to exceed \$10,000.00; approved as to form by County Counsel. **View Item**

### D. SHERIFF

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office and A&P Helicopter Inc., for the term of one year starting on June 1, 2023; not exceed \$75,000.00; approved as to form by County Counsel. **View Item**

## 3. FEATHER RIVER TOURISM ASSOCIATION

- A. Approve and authorize a loan of \$15,000.00 against what is owed to FRTA to cover late receipt of FRTA assessments for Quarter 4 of 2022; discussion and possible action. **Four/ fifths roll call vote**

## 4. DEPARTMENTAL MATTERS

### A. AGRICULTURAL WEIGHTS AND MEASURES - Willo Vieira

- 1) Authorize a supplemental budget transfer request of \$5,375.00 from Agricultural Department account 541980 into expenditure account 20425, to fulfill a contract with the successful bidder, ABS Contractors, for a four-bay garage; additional costs are due to construction cost increases; discussion and possible action. **Four/ fifths roll call vote View Item**
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Agricultural Weights and Measures Department and ABS Builders Inc., to provide materials, equipment and labor to construct a 52' x 25 Four Bay Garage; not to exceed \$55,375.00; approved as to form by County Counsel; discussion and possible action. **View Item**

### B. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and Authorize the following supplemental budget transfers: \$97,588.02 from IT ARPA account 2022048/48021 into IT account 2022052/520411 for Software/Maintenance; \$12,277.13 from IT ARPA account 2022048/48021 into IT account 2022052/529851 for Computer Hardware/Supplies; for a total of \$109,865.15; discussion and possible action. **Four/fifths roll call vote View Item**

**C. FACILITY SERVICES – JD Moore**

- 1) Approve and authorize the Chair to ratify and sign an Amendment to the Agreement between Facility Services and Bob's Janitorial Service for custodial services at the 'Blue Annex' (formerly known as the Old Probation Building); effective April 1, 2023; not to exceed \$202,210.20 annually; discussion and possible action. **View Item**

**D. PUBLIC WORKS - SOLID WASTE - John Mannle**

- 1) **10:00 AM - TIME CERTAIN PUBLIC HEARING:**  
Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, adding Chapter 14 of Title 6 of the Plumas County Code relating to the Plumas County Organic Waste Disposal reduction; approved as to form by County Counsel. **Roll Call Vote View Item**

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

- A. County Administrative Officer's Report for March 2023.
- B. Approve and authorize the Chair to sign an Agreement between Plumas County and CliftonLarsonAllen LLP (CLA), to provide Accounting Assistance for the Auditor Controller, Treasurer - Tax Collector, Human Resource Payroll Conversion Project; at a cost of \$185.00 per hour, not to exceed \$128,000.00; approved as to form by County Counsel; discussion and possible action. **View Item**

**6. BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 9, 2023; discussion and possible action. **View Item**

**B. APPOINTMENTS**

- 1) Appoint Cynthia Lusk to the Plumas - Sierra County Fair Board as a District 5 representative; for a three-year term as recommended; discussion and possible action.
- 2) Appoint Curtis Marshal, Donald Powell, and Mary Kliejunas to the Portola Cemetery District Board, for a four-year term as recommended; discussion and possible action.

**C. CORRESPONDENCE**

**D. INFORMATIONAL ANNOUNCEMENTS**

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

**7. CLOSED SESSION**

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

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
  1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer

5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: 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
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC

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

#### **8. ADJOURNMENT**

Adjourn meeting to Tuesday, April 18, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



P.O. BOX 1225  
QUINCY, CA 95971



418 N MILL CREEK RD  
QUINCY, CA 95971



(530)927-5294  
PLUMASFIRESAFE.ORG

### **Board of Supervisors' Meeting: 4/11/23**

The Plumas County Fire Safe Council (PCFSC) would like to provide updates regarding upcoming events and current projects within the Hazardous Fuels Reduction program.

Below is a brief summary of information that will be covered:

- The PCFSC will be hosting the Wildfire Preparedness Day event on May 13<sup>th</sup>, 2023. This event will provide an opportunity for the public to learn more about the services the PCFSC has to offer as well as general information regarding Wildfire Preparedness.
- Hazardous fuels reduction will begin in the next few months on projects in the C-Road area as well as Mohawk Valley. There was a project that was being worked on in fall of 2022 that wasn't completed in the Greenhorn area; work will resume and come to completion within the next few months. Several other projects are moving forward and will be treated in the near future, some of these projects are located in Quincy, Hamilton Branch/Clear Creek, the east shore of Lake Almanor, and Portola.



**PLUMAS COUNTY  
AUDITOR-CONTROLLER  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Martee Nieman (Graham), Acting Auditor  
**MEETING DATE:** April 11, 2023  
**SUBJECT:** Authorize the Auditor/Controller to recruit and fill funded and allocated; 1.0 FTE Payroll Specialist I/II; vacancy due to promotion.

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**Recommendation**

Authorize the Auditor Controller to recruit and fill funded and allocated 1.0 FTE Payroll Specialist I/II.

**Background and Discussion**

Payroll Specialist I/II position is open due to promotion. This position is critical to ensure that payroll is processed timely. This position will also be heavily involved in the MUNIS payroll conversion.

**Action:**

**Attachments:**

1. Payroll Specialist I II
2. Auditor Dept Org Charg revised Mar22
3. CRITICAL STAFFING Payroll Specialist

# PLUMAS COUNTY AUDITOR / CONTROLLER

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



**Date:** 3/27/2023

**To:** Honorable Board of Supervisors

**From:** Martee Graham, Auditor Controller

**Subject:** Authorize the Auditor/Controller to recruit and fill funded and allocated; 1.0 FTE Auditor Accountant I/II.

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## **Recommendation:**

Authorize the Auditor Controller to recruit and fill funded and allocated 1.0 FTE Payroll Specialist I/II.

## **Background:**

Payroll Specialist I/II position open due to promotion.

*Martee Graham*

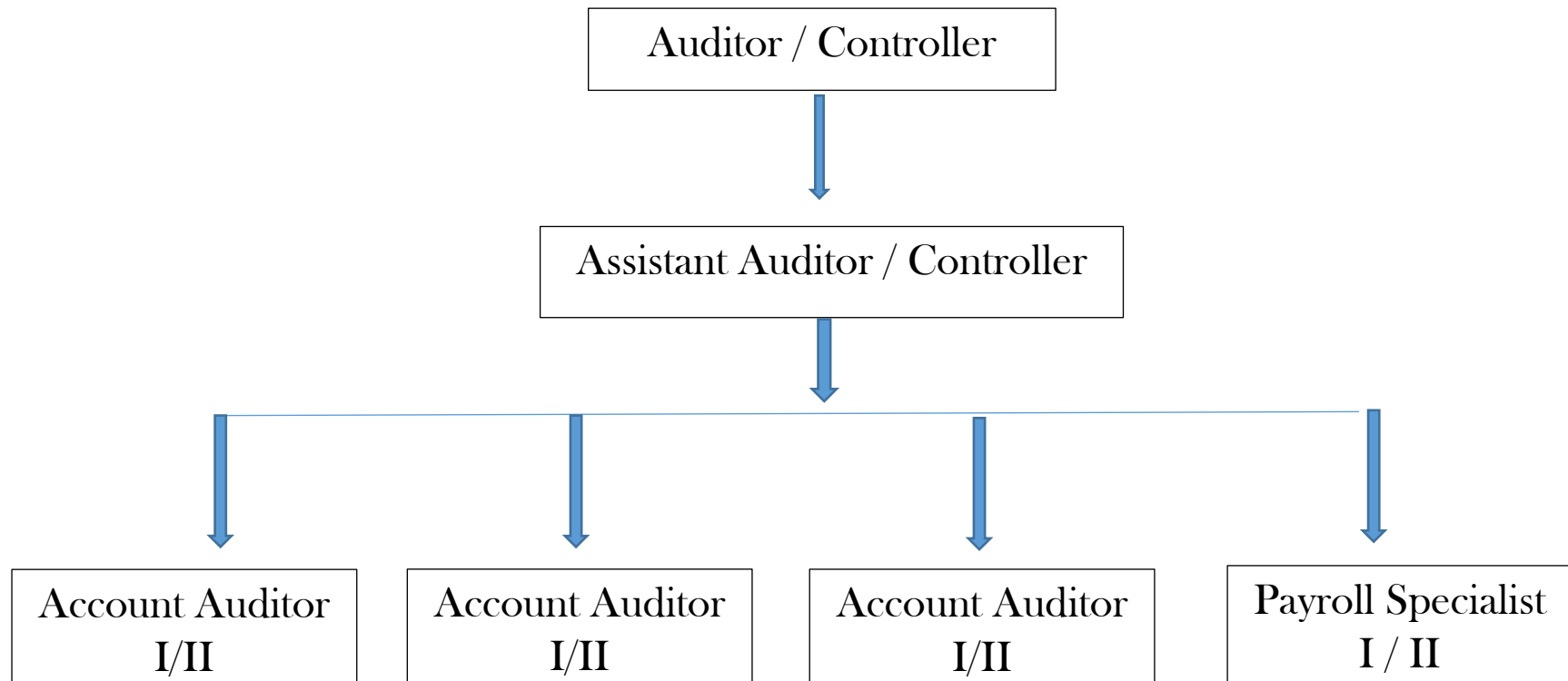
*Plumas County Auditor/Controller*

*Phone (530)283-6249 Fax (530) 283-6442*





# Auditor Department Organizational Chart



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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - The position is funded and allocated for the 2022-2023 fiscal year.
- Why is it critical that this position be filled at this time?
  - There are only 5 permanent positions, including the Auditor Controller, within the department. The Auditors' office relies on Extra Help to run day-to-day operations.
- How long has the position been vacant?
  - Vacant as of April 2, 2023.
- Can the department use other wages until the next budget cycle?
  - The position is funded and allocated.
- What are staffing levels in other counties for similar departments and/or positions?
  - Over 8 to 18 staff members.
- What core function will be impacted without filling the position prior to July 1?
  - Processing, timecard entry and payroll.
  -
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - The impact will be critical if not filled. The non-general fund department head needs to be satisfied 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 on 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?
  - If this position is not filled the department will not be able to process payroll effectively and or accounts receivable and payable in a timely manner which would have a negative affect and cause late payments.
- 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.
  - This position has been funded and allocated for several years and needs to be filled. There will not be any change to the fiscal impact on the GF.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
  - No



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Current Electric & Alarm Inc., for monitoring alarm systems; effective January 1, 2023; not to exceed \$5,000.00; approved to form by County Counsel.

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**Recommendation**

Approve and authorize the Board Chair to ratify and sign Agreement between Behavioral Health and Current Electric & Alarm, Inc. Behavioral health had an executed contract with Martin Security. They combined both businesses, creating a partnership, and giving ownership of our contract to Current Electric & Alarm effective January 1, 2023.

**Background and Discussion**

Scott Martin of Martin Security Systems, Inc., and Alan Vaughan of Current Electric & Alarm, Inc. have combined their businesses. The business name is Current Electric & Alarm. Monitoring services and fees that Scott Martin provided will remain the same. The only change is that Current Electric & Alarm will now receive payments. Behavioral Health respectfully requests approval and ratification of this \$5,000.00 Agreement.

**Action:**

**Attachments:**

1. Item 2.B.2.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Current Electric & Alarm Inc., (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 \$5,000.00.
3. **Term.** The term of this agreement commences January 1, 2023, and shall remain in effect through December 31, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from January 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. 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.

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:

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

Contractor:

Alan Vaughan, CEO/CFO  
Current Electric & Alarm, Inc.  
PO Box 47  
Susanville, CA 96130

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

PCBH2324CURRENT ELECTRIC

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

**CONTRACTOR:**

Current Electric & Alarm, Inc.

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

Name: Alan Vaughan

Title: CEO/CFO

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

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

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:

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

3/6/2023

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**

Monthly alarm monitoring for Wellness Centers

Plumas County Behavioral Health & Wellness Center -Chester  
372 Main St.  
Chester, CA. 96020

Plumas County Behavioral Health Wellness Center -Quincy  
455 Main St.  
Quincy, CA. 95971

Plumas County Behavioral Health & Wellness Center -Portola  
280. E. Sierra  
Portola, CA.

**EXHIBIT B - FEE SCHEDULE**

Plumas County Behavioral Health & Wellness Center -Chester  
372 Main St.  
Chester, CA. 96020  
Monthly alarm monitoring \$35.00.

Plumas County Behavioral Health & Wellness Center -Portola  
280. E. Sierra  
Portola, CA.  
Monthly alarm monitoring \$35.00.

Plumas County Behavioral Health Center -Quincy  
455 W. Main Street  
Quincy, CA. 95971  
Monthly alarm monitoring \$35.00.

Total monthly monitoring for 3 locations

**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.

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  
CODE ENFORCEMENT DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Jennifer Langston, Chief Code Enforcement Officer

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Code Enforcement and David Humphrey, dba Crescent Tow and Repair for the Vehicle Abatement Services Towing Contract; effective March 1, 2023; not to exceed \$10,000.00; approved as to form by County Counsel.

---

**Recommendation**

Approve Towing contract between the County of Plumas and Crescent Tow and Repair, Abandoned Vehicle Abatement Program

**Background and Discussion**

Abandoned Vehicle Abatement Program

**Action:**

**Attachments:**

1. Crescent Tow and Repair AVA Towing Contract 2023

### Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1st day of March, 2023, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and David Humphrey, an individual dba Crescent Tow and Repair (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from March 1, 2023 through February 29, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

\_\_\_\_ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS





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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
  - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
  - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.
  - e. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the

\_\_\_\_ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS



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.

f. 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.

g. 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 INITIALS

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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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

\_\_\_\_ COUNTY INITIALS

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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:

Code Enforcement  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Charles White (Building Services Director)

Contractor:

David Humphrey, an individual  
dba Crescent Tow and Repair  
15803 Highway 89  
Crescent Mills, CA 95934

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

\_\_\_\_ COUNTY INITIALS

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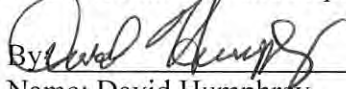
hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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:**

David Humphrey, an individual  
dba Crescent Tow and Repair

By 

Name: David Humphrey

Title: Owner

Date signed:

**COUNTY:**

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

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

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

**ATTEST**

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

Name: Heidi White

Title: Clerk of the Board of Supervisors

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

1/17/2023

\_\_\_\_ COUNTY INITIALS

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## EXHIBIT A

### Scope of Work

#### 1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

#### 2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-6231, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

\_\_\_\_ COUNTY INITIALS

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E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### 3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

\_\_\_\_ COUNTY INITIALS

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#### 4. DISPOSITION OF VEHICLES

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

#### B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

\_\_\_\_ COUNTY INITIALS

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(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

## **5. RECORDS, AUDITS AND REPORTS**

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

## **6. MOTOR CARRIER PERMIT**

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

## **7. TOW TRUCK DRIVER REQUIREMENTS**

\_\_\_\_ COUNTY INITIALS

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A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

## 8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

\_\_\_\_ COUNTY INITIALS

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## **9. TOW TRUCKS – REQUIRED INSPECTIONS**

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

## **10. PUBLICATION OF DOCUMENTS AND DATA**

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

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**EXHIBIT B**

**Fee Schedule**

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks  
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) ..... \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at  
the towing/dismantling company's posted rate

Individual Tires ..... \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

\_\_\_\_ COUNTY INITIALS

- 13 - CONTRACTOR INITIALS





**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Christopher Driscoll, Deputy Sheriff  
**MEETING DATE:** April 11, 2023  
**SUBJECT:** Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Office and A&P Helicopter Inc., for the term of one year starting on June 1, 2023; not exceed \$75,000.00; approved as to form by County Counsel.

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**Recommendation**

Authorize the Chair to ratify and sign a contract between the Plumas County Sheriff's Office and A&P Helicopter Inc. For the term of one year starting on June 1, 2023. This contract will not exceed \$75,000 dollars. Approved to form by County Counsel

**Background and Discussion**

This contract is for helicopter services provided by A&P Helicopter Inc.

**Action:**

The Sheriff respectfully request the Board of Supervisors to authorize the Chair to sign and ratify the contract between Plumas County Sheriff's Office and A&P Helicopters Inc. to provide services.

**Attachments:**

1. A&P 23-24

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and A&P Helicopters, INC. (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 seventy-five thousand Dollars (\$ 75,000).
3. Term. The term of this agreement shall be from June 1, 2023 through May 31, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_ COUNTY INITIALS

- 1 -

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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and



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

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

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

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



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

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

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

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 East Main St  
Quincy, CA 95971  
Attention: Investigations Sgt. Steve Peay

Contractor:

A&P Helicopters, Inc.  
P.O. Box 245  
Richvale, CA, 95974  
Attention: Vickie Compton

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

A&P Helicopters, INC.

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

Name: Vickie Compton

Title: CEO

Date signed:

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

Name: Craig Compton

Title: CFO

Date signed:

**COUNTY:**

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

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

Name: Todd Johns

Title: Sheriff/Coroner

Date signed:

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

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

3/28/2023

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

## EXHIBIT A

### **Scope of Work**

Contractor agrees to provide the county the following, on an as needed basis;

An appropriately licensed and insured helicopter, Hughes 500 (MD 500) and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below;

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband and ground support staff (if needed)
- Fuel truck and appropriately licensed driver, as needed

## **EXHIBIT B**

### **Fee Schedule**

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

- Marijuana reconnaissance \$1,250.00 per flight hour includes aircraft; Bell 206BIII or Hughes 500 (MD 500) and licensed pilot
- Short Haul/Stabo, for personnel, equipment and/or contraband, \$1,500.00 per flight hour. Includes aircraft,; Bell 206BIII or Hughes 500D and licensed pilot
- Fuel truck and license driver \$700 per day, if requested
- \$250 per person overnight if requested, pilot and fuel truck driver.



**PLUMAS COUNTY  
AGRICULTURE/WEIGHTS & MEASURES  
DEPARTMENT  
MEMORANDUM**

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

**FROM:** Margaret Bell, Agricultural Standards Management Analyst I

**MEETING DATE:** April 11, 2023

**SUBJECT:** Authorize a supplemental budget transfer request of \$5,375.00 from Agricultural Department account 541980 into expenditure account 20425, to fulfill a contract with the successful bidder, ABS Contractors, for a four-bay garage; additional costs are due to construction cost increases; discussion and possible action.  
Four/ fifths roll call vote

**Recommendation**

Authorize a supplemental budget transfer request of \$5,375.00 from Agricultural Department account 541980 into expenditure account 20425, to fulfill a contract with the successful bidder, ABS Contractors, for a four-bay garage, due to construction cost increases.

**Background and Discussion**

On the budget of \$50,000 in Capitol Improvements 540110 for a four-bay garage was approved by the Board of Supervisors. With the cost increase of all aspects of construction, the \$50,000 originally budgeted for the four bay building was no longer sufficient. In order to secure a contract, the lowest bid was \$55,375.00. The Department will need an additional \$5,375 to fulfill the contract. The Department is requesting a transfer of the additional \$5,375 necessary from the Truck 541980 account. Since we have not yet been able to secure a bid for the truck, the department has budgeted for FY2022-2023.

**Action:**

It is respectfully requested that the Board of Supervisors approve a supplemental budget request and supplemental expenditure account increase of \$5,375 in Department 20425 from Truck 541980 to Capitol Improvements 540110. So, that department 20425 Agriculture Weights & Measures may fulfill a contract with ABS Contractors for a four bay garage in FY 2022-2023.

**Attachments:**

1. Request for Supplemental Budget

TRANSFER NUMBER  
(Auditor's Use Only)

Date 3/24/2023

Board  
Board  
Board  
Auditor  
Auditor

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



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

A) Transfer to cover shortage in account

B) Expenses less than anticipated

C) Expenses to be incurred this fiscal year

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

*Willie Hines*

\_\_\_\_\_  
Approved/ Recommended

\_\_\_\_\_  
Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

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

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

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

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

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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  
AGRICULTURE/WEIGHTS & MEASURES  
DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Margaret Bell, Agricultural Standards Management Analyst I

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approve and authorize the Chair to sign an Agreement between Plumas County Agricultural Weights and Measures Department and ABS Builders Inc., to provide materials, equipment and labor to construct a 52' x 25 Four Bay Garage; not to exceed \$55,375.00; approved as to form by County Counsel; discussion and possible action.

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**Recommendation**

Approve and sign contract for fixed asset purchase of a four-bay garage for Agriculture Weights & Measures not to exceed \$55,375; and supplemental expenditure account increase of \$5,375.00 from Truck Department Account #541980- into Capitol Expense Account # 540110 to cover the over-budget cost of the building purchase.

**Background and Discussion**

The Department of Agriculture Weights & Measures received two bids for the purchase and assembly of a four-bay garage. The construction company ABS Builders Inc. submitted the lowest bid \$55,375.00. The Agriculture Weights & Measures Department respectfully request the Board of Supervisors to approve the contract and the Chair of the Board to sign the contract with ABS Builders Inc.

The current amount budgeted for the four-bay garage in account # 540110 Capitol Improvements is \$50,000. A Supplemental budget transfer in the amount of \$5375.00 from account 541980 Truck is needed to cover the cost of the purchase.

**Action:**

The Department of Agriculture Weights & Measures respectfully request the Board of Supervisors Approve and sign contract for fixed asset purchase of a four-bay garage for Agriculture Weights & Measures not to exceed \$55,375; and approve and sign the supplemental expenditure account increase of \$5,375.00 from Truck Department Account #541980- into Capitol Expense Account # 540110 to cover the over-budget cost of the building purchase.

**Attachments:**

1. Contract

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Agriculture/ Weights & Measures** (hereinafter referred to as "County"), and **A.B.S. Builders, Inc.**, a California corporation.

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Fifty-Five Thousand three hundred seventy five Dollars (\$55,375.00)**.
3. Term. The term of this agreement shall be from March 8, 2023 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 8, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

County:

Department of Agriculture/Weights & Measures  
County of Plumas  
208 Fairgrounds Road  
Quincy, CA 95971  
Attention: Willo Vieira, CAC

Contractor:

A.B.S. Builders  
1023 Main Street  
Colusa, CA 95932  
Attention: Amy Schmidt

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.



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

**CONTRACTOR:**

A.B.S. Builders, Inc. a California Corporation

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

Name: Amy Schmidt

Title: President

Date signed:

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

Name: William Schmidt

Title: Secretary

Date signed:

**COUNTY:**

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

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

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

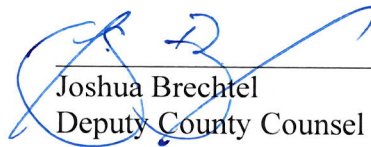
By: \_\_\_\_\_

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:

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

3/24/2023

**EXHIBIT A**

**Scope of Work**

**See Attached Bid**

1023 Main Street  
Colusa, CA 95932  
530-458-2299 ph  
530-458-2238 fax



CSLB# 1005975  
DIR# 1000032049  
Certified HUBZone  
WOSB – EDWOSB  
CA Certified Small Business  
[www.absbuildersinc.com](http://www.absbuildersinc.com)

BID PROPOSAL			
<b>SUBMITTED BY:</b>	Amy Schmidt <a href="mailto:amy@absbuildersinc.com">amy@absbuildersinc.com</a> 530-312-9377 cell	Bill Schmidt <a href="mailto:bs@absbuildersinc.com">bs@absbuildersinc.com</a> 530-383-3891 cell	
<b>CUSTOMER:</b>	PLUMAS COUNTY DEPT OF AG	<b>DATE:</b>	03/08/2023
<b>CONTACT:</b>	Willo Vieira, Commissioner/Sealer		
<b>PROJECT NAME &amp; LOCATION:</b>	Agriculture/W&M 4 Bay Vehicle Shed/Garage		
<b>PROJECT SCOPE:</b>  We propose to provide materials, labor, and equipment to construct a 52' X 25' four bay light gauge metal shed/garage. Center bay is 28' X 25' with 13' tall walls and two (2) 12' X 12' headers to clear equipment. Each lean-to is 12' X 25'. The lowest point on outer edge of the structure is 10'. Ground anchors, CA engineered drawings and calculations (engineering to meet minimum 60 pound per square foot snow load), and tax/freight/delivery are included.  Prevailing wages included. Contractor licensed, insured, and registered with the California Department of Industrial Relations.  <b>Total: \$55,375</b>			

*Amy Schmidt*  
3/8/2023

## Signature Page

To The Agricultural Purchasing Agent, Quincy, California. We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above. Bids are good for one year, unless otherwise noted. Effective on the acceptance date by Plumas County.

Name & Address of BIDDER: (Please Print)

ABS BUILDERS INC

1023 MAIN ST

COLUSA, CA 95932

(Please include your Business Card)

Signature: Amy Schmidt

Title: ~~President~~ President

Telephone: 530-458-2299

E-mail: amy@absbuildersinc.com

Date: 3/8/2023



## Contractor's License Detail for License # 1005975

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/8/2023 9:22:41 AM

### Business Information

ABS BUILDERS INC  
1023 MAIN ST  
COLUSA, CA 95932  
Business Phone Number:(530) 458-2299

**Entity** Corporation  
**Issue Date** 07/29/2015  
**Expire Date** 07/31/2023

### License Status

This license is current and active.

All information below should be reviewed.

### Classification

- ▶ B - GENERAL BUILDING
- ▶ A - GENERAL ENGINEERING
- ▶ C-8 - CONCRETE

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.

**Bond Number:** G80514921334

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

- ▶ The qualifying individual WILLIAM JOHN SCHMIDT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 04/08/2016

[BQI's Bond History](#)

- ▶ The qualifying individual AMY MARIE SCHMIDT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 01/27/2021

### Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

**Effective Date:** 12/17/2021

**Expire Date:** None

[Workers' Compensation History](#)

[Other](#)

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Accessibility](#)

[Accessibility Certification](#)

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## Contractor Information

**Legal Entity Name**

ABS BUILDERS, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000032049

**Registration effective date**

7/1/2022

**Registration expiration date**

6/30/2024

**Mailing Address**

1023 Main Street Colusa 95932 CA United State...

**Physical Address**

1023 Main Street Colusa 95932 CA United State...

**Email Address****Trade Name/DBA**

GENERAL CONTRACTOR

**License Number(s)**

CSLB:1005975

CSLB:1005975

## Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
6/22/2017	6/30/2018
6/30/2016	6/30/2017
11/17/2015	6/30/2016
7/1/2019	6/30/2020
7/14/2020	6/30/2022
7/1/2022	6/30/2024

## Legal Entity Information

**Corporation Number:****Federal Employment Identification Number:****President Name:**

AMY SCHMIDT

**Vice President Name:**

WILLIAM SCHMIDT

**Treasurer Name:**

AMY SCHMIDT

**Secretary Name:**

WILLIAM SCHMIDT

**CEO Name:**

AMY SCHMIDT

**Agent of Service Name:**

AMY SCHMIDT

**Agent of Service Mailing Address:**

10 REMINGTON CT 10 REMINGTON CT 95932 CA United States of America

## EXEMPTION from WORKERS' COMPENSATION

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

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

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

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

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





**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Greg Ellingson, Director of Information Technology

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approve and Authorize the following supplemental budget transfers: \$97,588.02 from IT ARPA account 2022048/48021 into IT account 2022052/520411 for Software/Maintenance; \$12,277.13 from IT ARPA account 2022048/48021 into IT account 2022052/529851 for Computer Hardware/Supplies; for a total of \$109,865.15; discussion and possible action. Roll call vote

---

**Recommendation**

Per direction by the Grant Manager and the Auditor's office, we are requesting the Board of Supervisors authorize the transfer of ARPA funds into IT Software/Maintenance and Computer Hardware/Supplies accounts.

**Background and Discussion**

Plumas County IT was approved for \$300,000 from the American Recovery Act. We are requesting a total of \$109,865.15 be transferred into IT Software/Maintenance and Computer Hardware Supplies accounts to cover the costs of ARPA purchases.

**Action:**

Approve and Authorize the following supplemental budget transfers: \$97,588.02 from IT ARPA account 2022048/48021 into IT account 2022052/520411 for Software/Maintenance; \$12,277.13 from IT ARPA account 2022048/48021 into IT account 2022052/529851 for Computer Hardware/Supplies; for a total of \$109,865.15; discussion and possible action.

**Attachments:**

1. Supplemental Budget Transfer 4-11-23

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

TRANSFER NUMBER \_\_\_\_\_

(Auditor's Use Only)

Department: \_\_\_\_\_ Dept. No: \_\_\_\_\_ Date \_\_\_\_\_

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

**TRANSFER FROM OR**

**SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total (must equal transfer to total)				_____

**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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total (must equal transfer to total)				_____

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) Movement of ARPA funds into charge accounts to pay for various ARPA approved items. See attachment for breakdown.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

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

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

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

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

Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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.

## Accounts

### 520411 (software)

CivicClerk (remaining amount)	\$	25,305.00	<i>*\$20,000 approved in 22-23 budget - remaining \$25,305 needs to come out of ARPA</i>
KnowBe4(3 years)	\$	22,410.00	
Monsido (FY22-23)	\$	4,770.00	
CalCard - Speakers for BOS	\$	857.98	
CalCard - Speakers for BOS	\$	938.55	
Ubiquity security stuff	\$	1,093.49	
Crowdstrike (FY22-23)	\$	38,963.00	
Nessus	\$	3,250.00	
	\$	<b>97,588.02</b>	<b>TOTAL</b>

### 529851 (hardware)

	\$	45.92
	\$	958.38
DROC Stuff	\$	309.15
	\$	831.27
	\$	3,804.71
Shure Microphone	\$	3,489.65
	\$	2,838.05
	\$	12,277.13

**\$ 109,865.15 Overall Total**



## PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

---

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

**FROM:** Robert McAdams, Department Fiscal Officer II

**MEETING DATE:** April 11, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Amendment to the Agreement between Facility Services and Bob's Janitorial Service for custodial services at the 'Blue Annex' (formerly known as the Old Probation Building); effective April 1, 2023; not to exceed \$202,210.20 annually.

---

### **Recommendation**

Approve and authorize Board Chair to sign contract amendment between Facility Services and Bob's Janitorial Service for custodial services at the 'Blue Annex' (formerly known as the Old Probation Building) which is currently occupied by County Counsel, Human Resources, and the Risk Dept. Approved as to Form. Contract not to exceed \$202,210.20 annually.

### **Background and Discussion**

Currently, Bob's Janitorial Service provides custodial services to many county buildings and offices located within the Quincy area and is currently under a 3-year contract with Facility Services which expires September 30, 2024. Since this past December, three departments have moved from the Courthouse to the building located at 1446 E Main St in Quincy, across from the Sheriff's Office and custodial services are required. Custodial services for Dec-Mar have been paid using the 'Emergency Janitorial Services' clause in our contract. This amendment to our contract includes custodial service for the building twice per week and annual interior/exterior window washing and carpet shampooing. The bid from Bob's Janitorial Service is \$1,650 per month and \$19,800 per year which increases the 3-year consolidated contract to \$202,210.20 annually.

### **Action:**

Approve and authorize Board Chair to sign contract amendment between Facility Services and Bob's Janitorial Service for custodial services at the 'Blue Annex' (formerly known as the Old Probation Building) which is currently occupied by County Counsel, Human Resources, and the Risk Dept. Approved as to Form. Contract not to exceed \$202,210.20 annually.

### **Attachments:**

1. 20230329140824

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND BOB'S JANITORIAL SERVICE**

This First Amendment to Agreement ("Amendment") is made on April 11, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Tim Ringo, a sole proprietor doing business as BOB'S JANITORIAL SERVICE ("CONTRACTOR") who agrees as follows:

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

- a. PLUMAS COUNTY and BOB'S JANITORIAL SERVICE have entered into a written Agreement dated September 7, 2021, (the "Agreement"), in which BOB'S JANITORIAL SERVICE agreed to provide janitorial services to Plumas County.
- b. Because PLUMAS COUNTY opened the building for use located at 1446 East Main St. Quincy, CA, also known as the Blue Annex, and will require janitorial services, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 3 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 Hundred Ninety Thousand Two Hundred Eighty dollars and 60/100 (\$590,280.60).

- b. Paragraph 4 is amended to read as follows:

Term. The term of this agreement shall be from **October 1, 2021 through September 30, 2024**, unless terminated earlier as provided herein. County's Board of supervisors hereby ratifies, and approves for payment, services provided by Bob's Janitorial Service at the Blue Annex Building from April 1, 2023 to date of approval of this Agreement by the Board of Supervisors.

- c. Exhibits A, B, & C are amended as follows:

Please see attached Exhibits.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated September 7, 2021, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

\_\_\_\_\_  
Tim Ringo, owner  
Bob's Janitorial Service  
Date:

**COUNTY:**

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

**ATTEST:**

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

Approved as to form:

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

3/29/2023

**Exhibit A**  
**Scope of Work (Subject to Change Prior to Award)**

1. Contractor shall provide professional cleaning services for the County of Plumas at the Quincy Memorial Hall, Fairgrounds Admin, Courthouse Annex, Courthouse, Library & Museum, Permit Center, Gansner Park, Gansner Airport bathroom, Blue Annex, and the Facility Services Building. 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. Please see custodial minimum standards attachment, which is incorporated herein by reference.

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

a. Daily 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

b. Monthly Restroom Services

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Wash all walls and toilet partitions

c. Daily Office/Common Room Services/Entrance Lobby

- a. Vacuum carpeted areas thoroughly
- b. Disinfect countertops and polish table tops
- c. Dust cases, pictures, ledges and fire extinguishers
- d. Wet mop all floors, strip and wax linoleum as necessary
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails, spindles and handrail base
- g. Empty waste receptacles
- h. Remove all cobwebs
- i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors
- l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base



d. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

e. Annual Cleaning (spring - date to be determined as weather becomes mild)

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

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. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. 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.
- 2. 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.

## **2. Emergency Janitorial Services**

A. Contractor shall provide emergency, professional janitorial services on an "as-needed" basis upon request by County.

B. Services contemplated by the parties include, but are not limited to, the following: Professional janitorial services at various county facilities that do not fall within the scope of work in the building specific contract on file.

## Exhibit B

### Schedule of Services

[illegible][illegible]









**Exhibit C  
Fee Schedule**

<b>ANNUAL FEE SCHEDULE</b>	
<b>Facility</b>	<b>Fee</b>
Quincy Memorial Hall	10,159.20
Fairgrounds Admin / Facility Services Building	7,956.00
Courthouse Annex	62,475.00
Courthouse	55,080.00
Library & Museum	24,480.00
Permit Center	18,360.00
Gansner Park (Apr 15 – Oct 15)	3,000.00
Blue Annex	19,800.00
Gansner Airport bathroom	900.00

Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing recurring vendor payments.

**Emergency Janitorial Services:**

- A. Labor and equipment rental: \$65 per hour
- B. **Emergency Janitorial Services** not to exceed **Five Thousand dollars** (\$5,000) per contract year.
- A. Contractor shall be paid monthly upon submittal of written invoice to County setting forth the following:
  - a. A description of the services provided including the date(s) of service(s), amount of time expended, and any applicable hourly rate
- B. County shall make payment within 30 days of receipt of Contractor's invoice
- C. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Line B above





## PLUMAS COUNTY SOLID WASTE MEMORANDUM

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

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

**MEETING DATE:** April 11, 2023

**SUBJECT:** 10:00 AM - TIME CERTAIN PUBLIC HEARING:  
Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, adding Chapter 14 of Title 6 of the Plumas County Code relating to the Plumas County Organic Waste Disposal reduction; approved as to form by County Counsel. Roll Call Vote

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### **Recommendation**

The Director of Public Works respectfully recommends that the Board of Supervisors hold the public hearing on the ordinance, introduce the first reading of the ordinance, and schedule a public hearing for adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting. This language, approved as to form by County Counsel, will bring Plumas County into compliance with SB 1383 requirements to have an enforcement ordinance. Additionally, this language will create an explicit framework for multiple County department cooperation in completing the various reporting obligations created by SB 1383

### **Background and Discussion**

California's Short-Lived Climate Pollutant Reduction law, commonly known as SB 1383 is a California Senate bill intended to reduce the amount of organic waste in California landfills. The law primarily requires food generators such as grocery stores to donate excess edible food in order to divert organic waste from landfill disposition. Additionally, the law creates reporting, enforcement and educational obligations for various Plumas County departments. In February of 2022, Solid Waste staff created and distributed educational material to all Plumas County businesses affected by SB 1383, informing them of their obligations under the new law.

### **IMPLICATIONS:**

This Ordinance will create monetary penalties for large scale commercial food generators (ie: grocery stores not restaurants) not in compliance with SB 1383 requirements for donating excess edible food and diverting organic waste. Additionally, this Ordinance will delegate specific SB 1383 related tasks to various departments within Plumas County. This Ordinance creates an "educational period" lasting from ratification to January 1, 2024, giving affected business time to come into compliance with SB 1383 regulations before monetary penalties are enforced.

### **Action:**

An Ordinance of the County of Plumas, State of California, Amending Title 6 Sanitation and Health, adding a new chapter

### **Attachments:**

1. PUBLIC NOTICE - Hearing to Amend Plumas County Code of Ordinances, Title 6
2. 22-013 FINAL



# **PUBLIC NOTICE**

## **OF A HEARING TO AMEND THE PLUMAS COUNTY CODE OF ORDINANCES, ADDING A CHAPTER TO TITLE 6, SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., APRIL 11, 2023**

An addition to Title 6 of The Plumas County Code of Ordinances pursuant to California Senate Bill 1383. This Ordinance will create monetary penalties for large scale commercial food generators (ie: grocery stores not restaurants) not in compliance with Senate Bill 1386. This Ordinance creates an “educational period” lasting from ratification to January 1, 2024, giving affected businesses time to come into compliance with Senate Bill 1383 regulations before monetary penalties are enforced.

**The relevant ordinance can be viewed here:**

<https://www.plumascounty.us/DocumentCenter/View/44317/Addition-to-Plumas-County-Code-of-Ordinances-Title-6>

**More information regarding Senate Bill 1383 and its implications can be viewed here:**

<https://www.plumascounty.us/DocumentCenter/View/39055/Plumas-County-SB-1383-Education-and-Resource-Guide>

If viewing this document in print, you can access the Pdf version with hyperlinks at  
plumascounty.us > Home > Departments > Public Works > Solid Waste > Public Documents

**For more information you can contact Public Works at 530-283-6032**

**ORDINANCE NO. 22-**  
**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING**  
**CHAPTER 14 OF TITLE 6 OF THE PLUMAS COUNTY CODE RELATING TO THE**  
**PLUMAS COUNTY ORGANIC WASTE DISPOSAL REDUCTION**

An ordinance creating Chapter 14 of Title 6 of the Plumas County Code, relating to the requirements for the reduction of organic waste disposal.

The BOARD OF SUPERVISORS of the County of Plumas, State of California, ordains as follows:

**SECTION 1.** Chapter 14 of Title 6 is hereby added as follows:

**Organic Waste Disposal Reduction.**

6-14.01	Title
6-14.02	Purpose and Findings
6-14.03	Definitions
6-14.04	Requirements for Recordkeeping and Reporting Authority
6-14.05	Requirements for Education and Outreach
6-14.06	Requirements for Single Family Generators
6-14.07	Requirements for Commercial Businesses
6-14.08	Requirements for Commercial Edible Food Generators
6-14.09	Requirements for Food Recovery Organizations and Services, Jurisdictions, and Regional Agencies
6-14.10	Requirements for Haulers and Facility Operators
6-14.11	Self-Hauler Requirements
6-14.12	Compliance with CalGreen Recycling Requirements
6-14.13	Model Water Efficient Landscaping Ordinance Requirements
6-14.14	Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors

- 6-14.15        Inspections and Investigations by Jurisdiction
- 6-14.16        Enforcement
- 6-14.17        Effective Date
- 6-14.01        TITLE.

This Chapter may be cited as the Organic Waste Disposal Reduction Ordinance.

#### 6-14.02        PURPOSE AND FINDINGS

The County of Plumas finds and declares:

- (a)        State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b)        State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (c)        SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (d)        SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations applicable to their jurisdiction. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(e) The County of Plumas meets the definition of Rural Jurisdiction as defined in Section 42649.8 of the Public Resources Code and has therefore applied for the Rural Exemption in compliance with Section 18984.12 (c) of Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations” or “Regulations”). The County of Plumas is not subject to Article 3 Organic Waste Collection Services, Section 18992.1 of Article 11 Organic Waste Capacity Planning, and Sections 18993.1 and .2 of Article 12 Procurement of Recovered Organic Waste Products through December 21, 2026. Collection of recyclables and organics may occur in exempt rural areas and that collection is not subject to SB 1383 regulations or this ordinance unless otherwise required.

(f) The County of Plumas is subject to providing education and outreach information to organic waste generators, enforcing certain provisions of the CALGreen Building Standards and Model Water Efficient Landscape Ordinance, implementing an edible food recovery program and edible food recovery capacity planning, procurement of paper products, facility sampling for contamination of materials, inspections and enforcement, and recordkeeping and reporting to CalRecycle in compliance with the SB 1383 Regulations.

#### 6-14.03 DEFINITIONS

(a) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(b) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(c) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(d) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(e) “Compliance Review” means a review of records by a Jurisdiction or Regional Agency to determine compliance with this ordinance.

(f) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and

750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(g) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(h) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(i) “C&D” means construction and demolition debris.

(j) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(k) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(l) “Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(m) “Food” has the same meaning as in Section 113781 of the Health and Safety Code. “Food” means a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

(n) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(o) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(p) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(q) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the

public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(r) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(s) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(t) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(u) “Inspection” means a site visit where a Jurisdiction or Regional Agency reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(v) “Jurisdiction” means the County of Plumas

(w) “Jurisdiction Enforcement Official” means director of Plumas County Environmental Health or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

(x) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(y) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(z) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(aa) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(bb) “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

(cc) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(dd) “Non-Local Entity” means the following entities that are not subject to the Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42)

(1) Special District(s) located within the boundaries of the jurisdiction.

(2) Federal facilities, including federal parks, located within the boundaries of the Jurisdiction.



- (3) Facilities operated by the State Park system located within the boundaries of the Jurisdiction.
  - (4) Public universities (including community colleges) located within the boundaries of the Jurisdiction.
  - (5) County fairgrounds located within the boundaries of the Jurisdiction.
  - (6) State agencies located within the boundaries of the Jurisdiction.
- (ee) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (ff) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (gg) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (hh) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (ii) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (jj) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (kk) “Prohibited Container Contaminants” means materials designated as unacceptable for collection or drop-off.
- (ll) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(mm) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(nn) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(oo) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(pp) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(qq) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(rr) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(ss) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(tt) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(uu) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Solid Waste for the purposes of collection and processing.

(vv) “State” means the State of California.

(ww) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(yy) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(xx) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(zz) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

#### 6-14.04 REQUIRMENTS FOR THE RECORDKEEPING AND REPORTING AUTHORITY

(a) In conformance with Section 18995.2 of the Regulations, the Plumas County Department of Public Works will store and maintain the Implementation Record for each of the Jurisdictions in a manner as required in the Regulations, provided that the information is made available to the Reporting Authority by the Jurisdictions creating such records.

(b) The Plumas County Department of Public Works shall be the Reporting Authority and shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2, after providing jurisdictions an opportunity for input.

(c) The Reporting Authority shall submit the Edible Food Recovery Capacity required reports in accordance with the schedule established in Section 18992.3.

(d) Upon request by a CalRecycle representative, the Reporting Authority will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*). The Reporting Authority will

also respond to a request for public records contained in the Implementation Record. The Reporting Authority and any Jurisdiction or Responsible Department shall each notify the other if a request for all or part of the Implementation Record is received and shall coordinate a response to such request.

#### 6-14.05 COMPLIANCE WITH EDUCATION AND OUTREACH

(a) The Plumas County Department of Public Works shall provide educational materials and community outreach, in consultation with the jurisdictions, to organic waste generators in English and Spanish that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below.

(b) In providing the education and outreach materials described below, the Plumas County Department of Public Works intends that its education and outreach efforts will be consistent with, and in coordination with, the education and outreach provided by the Jurisdictions' franchised haulers. Although Non-Local Entities and Local Education Agencies are not under the Jurisdictions' control but are still subject to SB 1383, the Plumas County Department of Public Works shall also identify and provide them with the educational materials on the requirements set forth below.

(c) Prior to February 1, 2022, the Plumas County Department of Public Works will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding local opportunities for organic waste reduction and the responsibilities and requirements set forth in Sections 18985.1, 18985.2, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the County of Plumas website, content made available for posting on the Jurisdictions' websites, and brochures made available for distribution to Generators. The Plumas County Department of Public Works will additionally distribute the information through other social media as deemed appropriate at the Plumas County Department of Public Works' discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

(d) Through email, letters, or other direct communication, Plumas County Department of Public Works shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

#### 6-14.06 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Solid Waste Generators shall comply with the following requirements:

(a) Shall comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(b) Single-Family Solid Waste Generators are encouraged to manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

#### 6-14.07 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Commercial Businesses, including Multi-Family Residential Dwellings of five or more units, that generate more than four cubic yards of commercial solid waste per week shall arrange for recycling services and shall take at least one of the following actions:

(a) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(b) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

(d) Comply with the Jurisdiction's Solid Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

(1) Source Separated Recyclable Materials;

(2) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(e) Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with Jurisdiction's collection service.

(f) Excluding Multi-Family Residential Dwellings, provide containers for the collection of those Source Separated Recyclable Materials as applicable in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. Such containers do not need to be provided in restrooms.

(g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, tenants, and

customers from placing materials in a container not designated for those materials per the Jurisdiction's collection service.

(h) Annually provide information to employees, contractors, tenants, and customers about Solid Waste Recovery requirements and about proper sorting of Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Recyclable Materials separate from Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with 6-14.15 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with Jurisdiction's Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with 6-14.07(d).

(l) If a Commercial Business self-hauls Solid Waste, it must meet the Self-Hauler requirements in 6-14.11 of this ordinance.

(m) Nothing in this Section prohibits a Commercial Business from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 6-14.08.

#### 6-14.08 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6-14.08 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
  - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  - (4) Allow Jurisdiction's designated enforcement entity or Regional Agency to access the premises and review records pursuant to 14 CCR Section 18991.4.
  - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - (iii) The established frequency that food will be collected or self-hauled.
      - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
  - (6) No later than March 1 of each year commencing no later than 2023 for Tier One Commercial Edible Food Generators and 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the Plumas County Department of Public Works that includes all information listed above in 6-14.08(c)(5).
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good



Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### 6-14.09 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES AND JURISDICTION

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction the total pounds of Edible Food recovered in the previous calendar year from the

Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1.

(d) Food Recovery Capacity Planning

- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Jurisdiction or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the County of Plumas, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the County of Plumas shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction or Regional Agency.

(e) Jurisdictions. Cities and special districts that provide solid waste collection services located within the county shall conduct Edible Food Recovery capacity planning, in coordination with the county.

- (1) If the county identifies that new or expanded capacity to recover Edible Food is needed, then each Jurisdiction within the county that lacks capacity shall:
  - (A) Submit an implementation schedule to CalRecycle and the county that demonstrates how it will ensure there is enough new or expanded capacity to recover the Edible Food currently disposed by Commercial Edible Food Generators within its Jurisdiction by the end of the reporting period set forth in 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).
  - (B) Consult with Food Recovery Organizations and Food Recovery Services regarding existing or proposed new and expanded capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators.
- (2) If the county finds that new or expanded capacity is needed, the county shall notify the Jurisdiction(s) that lack sufficient capacity.
- (3) A city, special district that provides solid waste collection services contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request from the county, unless a shorter timeframe is otherwise specified by the county.

6-14.10 REQUIREMENTS FOR FACILITY OPERATORS AND COMMUNITY COMPOSTING OPERATIONS

(a) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Jurisdiction request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall respond within 60 days.

(b) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

#### 6-14.11 SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials generated on-site from Solid Waste in a manner consistent with County of Plumas requirements.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Solid Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6-14.11(c) to Plumas County Department of Public Works if requested. Records shall be retained for a minimum of five years.

(e) A residential Solid Waste Generator that self-hauls Solid Waste is not required to record or report information in Section 6-14.11(c) and (d).

#### 6-14.12 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) The Chief Building Official is responsible for CALGreen Building Code compliance, including the tracking and reporting of Construction and Demolition (C&D) debris diversion and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Persons applying for a permit from the County of Plumas for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Plumas County Building Department for complete CALGreen requirements.

(c) For projects covered by CALGreen, the applicants must, as a condition of the County of Plumas permit approval, comply with the following:

- (1) New construction of Multi-Family dwelling units of five or more units on a building site, shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) C&D disposal shall comply with CALGreen requirements and applicable laws related to management. Comply with all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

#### 6-14.13 COMPLIANCE WITH MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) The Chief Building Official is responsible for Model Water Efficient Landscaping Ordinance compliance, including the tracking and reporting of compost and mulch use requirements and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 6-14.13.

(c) The following compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(d) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) above shall:

- (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
  - (A) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
  - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
- (2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-14.13(b) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

6-14.14 PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) Each County of Plumas department is responsible for the paper procurement compliance, including the tracking and reporting of procurement by each department and annually reporting to the Recordkeeping and Reporting Authority in compliance with the SB 1383 regulations.

(b) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recycled-Content Paper Procurement policy adopted on December 6, 2022 and subsequent amendments.

(c) All vendors providing Paper Products and Printing and Writing Paper shall:

- (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the Plumas County Department of Public Works, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all

Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic) of the invoice or other documentation of purchase, written certifications as required in Sections 6-14.14(c)(3) and (c)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided and include supporting documentation.

#### 6-14.15 INSPECTIONS AND INVESTIGATIONS BY COUNTY OF PLUMAS

(a) Plumas County Environmental Health representatives, is authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Solid Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (1) access to an entity's premises; or (2) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a County of Plumas representative and/or its designated entities during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) Plumas County Department of Environmental Health is authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) Plumas County Department of Public Works and/or its designated entities shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

6-14.16 ENFORCEMENT

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

- (1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, or their designated entity, legal counsel, or combination thereof.

(d) Process for Enforcement

- (1) Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, investigation of complaints, and an Inspection program. Section 6-14.15 establishes Jurisdiction's right to conduct Inspections and investigations.
- (2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's requirements contained in Section 6-14.16(j).

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party



responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 6-14.15 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,

- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction’s procedures in the Jurisdiction’s codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Plumas County Department of Public Works will conduct Inspections, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the Plumas County Department of Public Works determines that Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Enforcement Table

The following is a list of potential violations for entities subject to this ordinance

**Table 1. List of Violations**

Requirement	Description of Violation
Hauler Requirement	A hauler providing residential, Commercial or industrial Solid Waste collection service fails to transport Solid Waste to a facility, operation, activity, or property that recovers Recyclable Waste, as prescribed by this ordinance.

Hauler Requirement	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Solid Waste as prescribed by this ordinance.
Hauler Requirement	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement	A generator who is a Self-Hauler fails to comply with the requirements of Section 6-14.11
Commercial Edible Food Generator Requirement	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2023.
Commercial Edible Food Generator Requirement	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 6-14.08.

**SECTION 2.** Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Section 1 of this ordinance shall be codified; the remainder shall be uncoded.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_ day of \_\_\_\_\_, 2023, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_ day of \_\_\_\_\_ 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors



# PLUMAS COUNTY

## CALIFORNIA County Administrative Officer

**TO:** Honorable Chair and Board Supervisors

**FROM:** Debra Lucero, CAO

**MEETING DATE:** March 7, 2023

**SUBJECT:** Accounting Assistance for the Auditor-Controller, Treasurer-Tax Collector  
HR/Payroll Conversion Project

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### Recommendation

Approve the hiring of CLW's Consultant for two weeks on-site and then 14 weeks remotely at a cost of \$185 per hour not-to-exceed \$128,000.

### Background & Need

Plumas County has had staff turnover and significant changes to the accounting team including multiple changes in the Auditor Controller role in the past year, as well as additional open positions within the accounting team. Additionally, the County is looking to complete its financial statement audit as well as several special projects, and system conversion related projects. We need interim accounting assistance while in the process of analyzing the needs for our team, and planning for the recruitment of full-time resources.

We would like assistance for approximately 4 months in the following potential project areas:

- Assist with closing the gaps from the Tyler Munis conversion in 2019 for Auditor-Controller financial close processes and Treasurer's office needs
- Assist with data migration / conversion project from Pentamation to Tyler Munis for Fixed Assets
- Assist with data migration / conversion project from Pentamation to Tyler Munis for Payroll
- Assist with preparation of supporting schedules and requests to prepare for 6/30/22 audit fieldwork
- Clean-up / catch-up on financial statement close process in preparation for current year-end 6/30/23
- Potential need for interest apportionment assistance for the Treasurer's office (dating back to August of 2021)
- Expand the use of Tyler Munis to improve processes, (i.e. contract and grant management)
- Assist with creating a system to manage the accounting for Special Districts
- Catch-up on special projects (i.e. stale dates)

### About CLA

CLA is a professional services firm with three integrated business lines: wealth advisory, public accounting (audit, tax and consulting) and outsourcing. Within outsourcing, our Consulting and Accounting Solutions Team ("CAST") provides clients with tailored solutions to their accounting, financial, tax, internal audit, and program/change management needs whether it be an interim role or a special project. Our consultants come alongside CFOs, controllers, tax leaders, and other financial/PMO managers who sometimes tell us they have difficulty identifying interim resources who can work independently and bring judgment to the table while rolling up their sleeves to get things accomplished. ***With 10 to 30 years of experience in both public accounting and industry as CFOs, controllers, financial reporting directors, tax directors, or as project/change management leaders we have the required tactical ability and the necessary business acumen to jump into a client engagement with minimal "hand-holding."*** As firm employees, our resources have purposely chosen consulting as a career, thereby offering our clients continuity and objectivity.



# Master Services Agreement

County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971  
MSA Date: March 3, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for County of Plumas (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## 1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

## 2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

## 3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](https://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

**4. Other Fees**

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

**5. Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**6. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

In no event, with exception of gross negligence or willful misconduct, shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed two times the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim, however, any limitations of liability, including limitations on recovery, do not apply to damages or liabilities arising from the gross negligent acts or omissions or willful misconduct of CLA or CLA parties in performing its obligations under the SOW.

## 7. Insurance

Contractor agrees to maintain Commercial general liability insurance coverage, with minimum per occurrence limit of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in aggregate. Contractor also agrees to maintain professional liability insurance with minimum one million dollars (\$1,000,000) per claim and in aggregate.

## 8. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	36 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	36 months
All Other Services	36 months

\* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.



**9. Confidentiality**

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**10. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

**11. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

**12. Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

**13. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**14. Termination of MSA**

This MSA shall continue for five years from March 3, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**15. Suspension and Debarment**

CLA verifies that CLA, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded pursuant to at 2 C.F.R. § 180.940, or disqualified pursuant to 2 C.F.R. § 180.935.

**16. Ukraine Sanctions**

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

**17. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Doug Watson

Principal

425-246-8708

doug.watson@claconnect.com

**Response:**

This MSA correctly sets forth the understanding of County of Plumas.

**CLA**

CliftonLarsonAllen LLP

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Doug Watson, Principal

**Client**

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

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

**Attest**

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

Approved as to form:

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



# Outsourcing Statement of Work

Date: March 3, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and County of Plumas (“you” and “your”) dated March 3, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

## 1. **Scope of professional services**

CLA will assist with the following project areas under the direction of management:

- Assist with financial close and treasury process improvements related to the Tyler Munis accounting system conversion, including providing recommendations for system optimization
- Assist with data migration from Pentamotion to Tyler Munis for payroll and fixed assets
- Assist with financial close, including preparation of supporting schedules and audit requests
- Assist with special projects as time permits (i.e. interest apportionment analysis, Special Districts accounting, analysis of aged items)

## 2. **Engagement limitations and responsibilities**

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

**3. Schedule**

We expect that your needs will require approximately 40 hours of services per week starting mid-April 2023. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

**4. Fees**

The professional fees for services rendered for the scope of services described in this SOW will be billed at a rate of \$185 per hour for actual time spent. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Fees for travel time will be billed at the normal hourly rate. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

The total amount paid under this contract shall not exceed One Hundred and Twenty-Eight Thousand and No/100 Dollars (\$128,000.00).

**5. Consultant**

Heather Lyons is responsible for the services identified in this agreement. An Engagement Director will be assigned based on the project needs and designation of the project start date. Additional consultants will be assigned as needed.

**6. Non-Solicitation**

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-

solicitation provision, you shall pay \$125,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

**7. Indemnity**

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party, except to the extent that the claim is caused by the sole negligence or willful misconduct of CLA or a CLA party.

**8. Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Heather Lyons  
Northern California Client Leader  
916-266-8448  
heather.lyons@claconnect.com

**Response**

This SOW correctly sets forth the understanding of County of Plumas and is accepted by:

**CLA**

CliftonLarsonAllen LLP

\_\_\_\_\_  
Heather Lyons, Northern California Client Leader

**Client**

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

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

**Attest**

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

Approved as to form:

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



RESOLUTION NO. 21-8609

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

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

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

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

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

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

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

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

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

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

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

**DECLARATION NO. 21-**

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

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

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CALIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

7/26/21  
Date

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