



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

JUNE 13, 2023 TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

B. MUNIS HR/PAYROLL MODULE UPDATE

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

2. CONSENT AGENDA

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

A. ASSESSOR'S OFFICE

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

B. DISTRICT ATTORNEY

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

C. ELECTIONS

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

D. SHERIFF

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

E. PLUMAS COUNTY LIBRARY

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

F. PUBLIC HEALTH AGENCY

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

G. PUBLIC WORKS

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

H. COUNTY COUNSEL

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

3. PRESENTATION

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

Update on the impact of unaltered feral cats on the rescue organizations, communities, and private citizens in Plumas County. [View Item](#)

4. DEPARTMENTAL MATTERS

A. ASSESSOR - Cindie Froggatt

- 1) Adopt **RESOLUTION** appointing Charles Leonhardt, Retired Annuitant, to the Interim Chief Appraiser Position for the Assessor's Department; Government Code Section 21221(h); discussion and possible action. **Roll call vote** [View Item](#)
- 2) Approve and authorize the County Assessor's Office to recruit and fill, funded and allocated, 1.0 FTE Chief Appraiser position; vacancy due to resignation; discussion and possible action. [View Item](#)

B. AUDITOR CONTROLLER - Martee Nieman (Graham)

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

C. HUMAN RESOURCES - Nancy Selvage

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

D. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and authorize the Chair to sign the Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO, and staff; not to exceed \$92,400.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

E. PUBLIC WORKS - John Mannie

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

F. PLANNING DEPARTMENT - Tracey Ferguson

- 1) Approve and authorize Chair to sign Services Agreement not to exceed \$20,000 by and between Plumas County and Hinman & Associates Consulting, Inc. for FY 2023-24; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) **10:00AM CONTINUED PUBLIC HEARING:**
A) Adopt **RESOLUTION** 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant; approved as to form by County Counsel; **Roll call vote** [View Item](#)
- 3) **10:00AM CONTINUED PUBLIC HEARING.**
B) Adopt **ORDINANCE**, first introduced on June 6, 2023 General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; **Roll call vote** [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

6. BOARD OF SUPERVISORS

A. TITLE III SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

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

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

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

[**View Item**](#)

B. APPOINTMENTS

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

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: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

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



**PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cindie Froggatt, Plumas County Assessor
MEETING DATE: June 13, 2023
SUBJECT: Approve the Assessor's Office to Recruit and fill; Part-time/Temporary Property Tax Assessment Technician/Specialist I/II Position.

Recommendation:

The Assessor respectfully recommends the Board of Supervisors authorize the Department to fill a part-time/extra help position for the Property Tax Assessment Technician OR Property Tax Assessment Specialist I/II in the Assessor's Office.

Background and Discussion:

In the past, this office has had 9 full time positions and one part-time/extra help. Through budget cuts, we now have had 7 full-time positions allocated and no part-time/extra help. With current staffing levels, this office is unable to absorb this additional workload without falling behind on our normal responsibilities. We pride ourselves on putting out a timely and accurate taxroll. This position will allow our office to bring our workload current which will provide benefits for GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and ultimately the taxpayers who support our local government.

Action:

The Assessor respectfully recommends the Board of Supervisors authorize the Department to fill a part-time/extra help position for the Property Tax Assessment Technician OR Property Tax Assessment Specialist I/II in the Assessor's Office.

Fiscal Impact:

There will be no fiscal impacts as there we are requesting Part-time/Extra Help wages for the 2023-2024 Fiscal Year.

Attachments:

1. Job Desc - Property Tax Assessment Spec I
2. Job Desc - Property Tax Assessment Spec II
3. Job Desc - Property Tax Assessment Technician
4. ORGANIZATIONAL CHART-5-2023

PROPERTY TAX ASSESSMENT SPECIALIST I

DEFINITION

Under general supervision to perform specialized accounting and statistical recordkeeping in connection with the maintenance and processing of the property tax rolls; to assist the public or other county staff with specialized department procedures; to provide a variety of information regarding department policies and procedures; to perform a variety of special recordkeeping work and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Property Tax Assessment Specialist series; Incumbents learn to perform a variety of financial, statistical, assessment roll, or other fiscal specialized recordkeeping work. They are also required to provide specialized and technical public assistance.

REPORTS TO

Department Fiscal Officer or Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

Property Tax Assessment Specialist I 2

Property Tax Assessment Specialist I - 2

EXAMPLES OF DUTIES

- Learn to perform a wide scope of complex and specialized technical assessment and statistical recordkeeping work.
- Develop and maintain statistics for the preparation of State and County reports; interpret and apply Federal, State and County codes, procedures and rules in preparing and processing the property tax rolls.
- Identify and resolve a variety of complex account and statistical recordkeeping problems.
- Process and maintain information on secured, unsecured and supplemental tax rolls.
- Review maps, legal descriptions and evaluate a variety of information for accuracy, compliance, and completeness.
- Provide specialized public assistance regarding assessment roll information, aid in the preparation of assessment forms and assist the public in the use of office reference tools.
- Perform a variety of office assistance assignments.
- Provide information to others; operate office equipment and computers.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

KNOWLEDGE OF

- Methods, practices and terminology of financial and statistical recordkeeping.
- Laws, rules and regulations governing the maintenance of fiscal assessment tax records.
- Government Codes, California Revenue and Taxation Codes, Plumas County Codes.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Assessor's Office.
- Good public relations techniques.
- Modern office methods and procedures.

Property Tax Assessment Specialist I 3

Property Tax Assessment Specialist I - 3

ABILITY TO

- Perform a variety of complex and technical specialized assessment and statistical recordkeeping work.
- Read and understand codes, statutes and information related to assessment and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare assessment and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized assessment and special information systems and use a computer for assessment and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

TRAINING AND EXPERIENCE

Two years of previous experience in performing assessment, statistical recordkeeping, technical support, public assistance work comparable to that of a Fiscal and Technical Services Assistant II with Plumas County.

SPECIAL REQUIREMENT

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

PROPERTY TAX ASSESSMENT SPECIALIST II

DEFINITION

Under general supervision to perform specialized accounting and statistical recordkeeping in connection with the maintenance and processing of the property tax rolls or other fiscal records; assist the public or other county staff with specialized department procedures; to provide a variety of information regarding department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the Property tax Assessment Specialist series. Incumbents have responsibility for performing the most advanced and complex property tax assessment, or other fiscal specialized recordkeeping requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. This class is distinguished from Property Tax Assessment Specialist I by the performance of more complex assignments.

REPORTS TO

Department Fiscal Officer or Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

Property Tax Assessment Specialist II - 2

EXAMPLES OF DUTIES

- Serve as a technical resource for other County departments and agencies.
- Performs a wide scope of complex and specialized technical assessment and statistical recordkeeping work.
- Maintain statistics for the preparation of State and County reports; interpret and apply Federal, State and County codes.
- Procedures and rules in preparing and processing the property tax rolls.
- Identify and resolve a variety of complex assessment and statistical recordkeeping problems.
- Analyze and research for accuracy a variety of complex recorded legal documents that change ownership on secured and unsecured property.
- Research and evaluate any problems effecting title to property; compile and maintain assessment records for boats, classify, compute and determine assessed values.
- Compile, analyze and process recorded documents for mining claims.
- Compute and determine value for assessment, maintain records, work with Bureau of Land Management to track all mining claims; process and maintain all assessment regarding mobiles homes, working with the Department of Housing and Community Development to maintain current ownership and location.
- Process and maintain assessed values for the secured, unsecured and supplemental tax rolls.
- Compile, analyze and process records and recorded documents for parcel splits and combinations.
- Compile, maintain and process all assessment exemptions which include homeowners, totally disabled veterans and, working with State Board of Equalization, to provide religious and welfare exemptions.
- Analyze, research and process all corrections to the secured, unsecured and supplemental tax rolls.
- Analyze and process all business property statements, compute and value for business personal property tax assessment, maintain and track all business property records.
- Operates office equipment and computers.

Property Tax Assessment Specialist II - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

KNOWLEDGE OF

- Methods, practices and terminology of financial and statistical recordkeeping.
- Laws, rules and regulations governing the maintenance of fiscal assessment tax records.
- Government Codes, California Revenue and Taxation Codes, Plumas County Codes.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Assessor's Office.
- Good public relations techniques.
- Modern office methods and procedures.

ABILITY TO

- Perform a variety of complex and technical specialized assessment and statistical recordkeeping work.
- Read and understand codes, statutes and information related to assessment and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare assessment and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized assessment and special information systems and use a computer for assessment and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

Property Tax Assessment Specialist II - 4

TRAINING AND EXPERIENCE

Two years of previous experience in performing assessment, statistical recordkeeping, technical support, public assistance work comparable to that in an Assessor's Office.

SPECIAL REQUIREMENT

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

PROPERTY TAX ASSESSMENT TECHNICIAN

DEFINITION

Under general supervision to perform a variety of office assistance and receptionist assignments; and statistical recordkeeping in connection with the maintenance and processing of the property tax rolls or other fiscal records; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry level in the Property Tax Assessment Specialist series. Incumbents learn and perform a variety of statistical, assessment roll, or other fiscal recordkeeping work. They are also required to provide technician public assistance. Incumbent in this class are expected to have general office support and public assistance experience and be capable of quickly learning fiscal and specialized recordkeeping work. When sufficient knowledge has been demonstrated and experience requirements are met, they may expect promotion to Property Tax Assessment Specialist I.

REPORTS TO

Department Fiscal Officer or Assessor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

Serve as office receptionist, answering the telephone, providing information and referring calls and visitors to others; learn to perform a wide scope of technical assessment and statistical recordkeeping work; provide public assistance regarding assessment roll information and assist the public in the use of office reference tools, perform a variety of office assistance assignments; operate office equipment and computers.

TYPICAL PHYSICAL REQUIREMENTS

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

Property Tax Assessment Technician 2

Property Tax Assessment Technician - 2

TYPICAL WORKING CONDITIONS

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

KNOWLEDGE OF

- Modern office practices, methods, and procedures.
- Policies and procedures of the Plumas County Assessor's Office.
- Good public relations techniques.
- Basic principles and terminology of mathematics.

ABILITY TO

- Learn and perform a variety of technical assessment and statistical recordkeeping work.
- Interpret and apply policies and procedures related to the Plumas County Assessor's Office.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Follow oral and written directions.
- Gather and organize data and information.

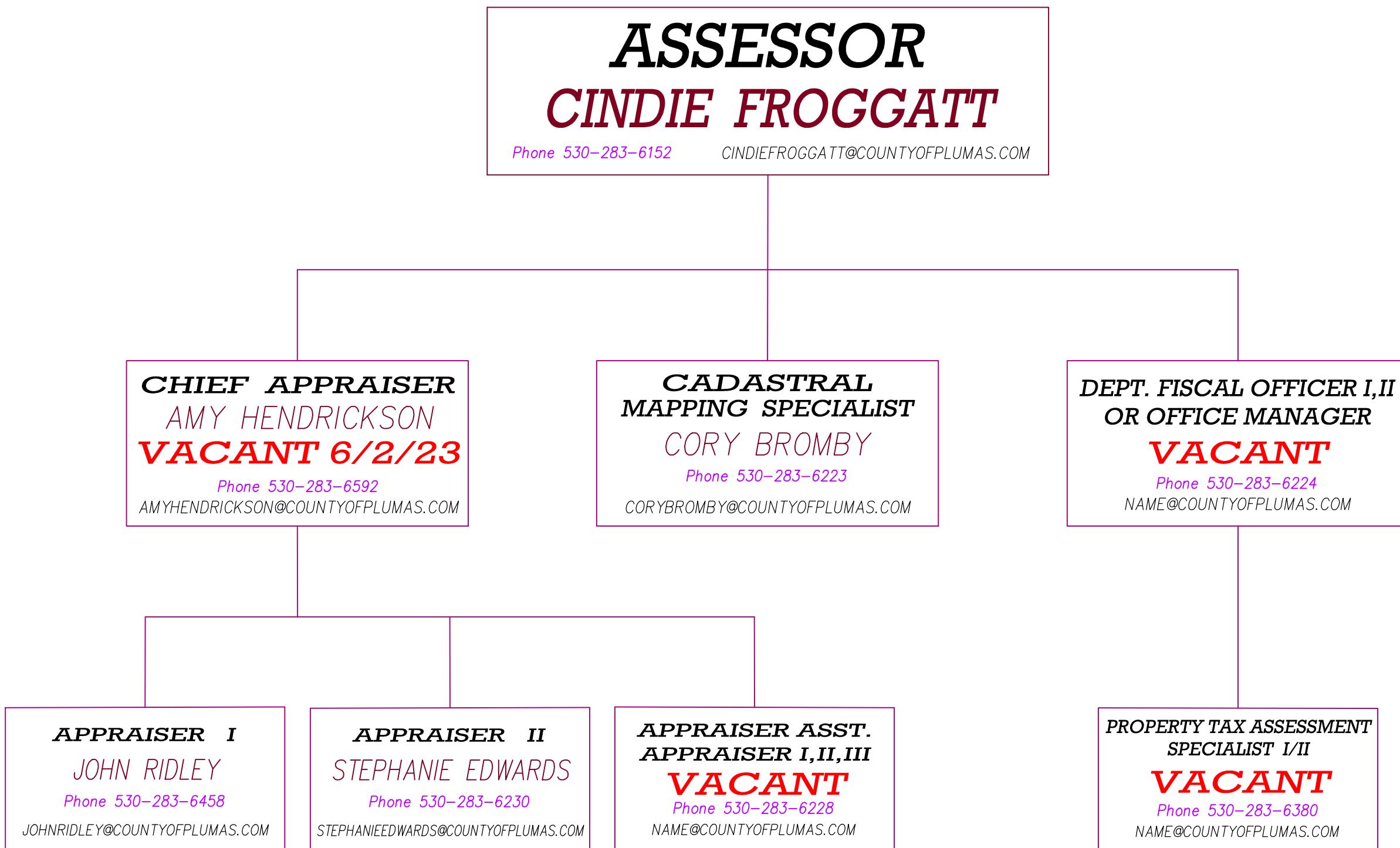
TRAINING AND EXPERIENCE

One year of office assistance experience, statistical recordkeeping, technical support, public assistance work comparable to that in an Assessor's Office.

SPECIAL REQUIREMENT

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

2023 ASSESSOR'S OFFICE ORGANIZATIONAL CHART





**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: June 13, 2023

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

Recommendation:

Approve and authorize the Chair to sign an Agreement between the District Attorney's Office and Quincy Real Estate and Property Management, for provisional housing FY 2023/2024; not to exceed \$15,400; approved as to form by County Counsel.

Background and Discussion:

On April 17, 2023, the Community Corrections Partnership Executive Committee funded the Alternative Sentencing Program (ASP) to provide provisional housing to participants of Community Justice Court and Re-entry programs that ASP oversees in Plumas County.

Action:

Approve and authorize the Chair to sign an Agreement between the District Attorney's Office and Quincy Real Estate and Property Management, for provisional housing FY 2023/2024

Fiscal Impact:

No impact on the County General Fund.

Attachments:

1. Quincy Property Management

**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form RLMM, Revised 12/22)

Date 05/11/2023, Plumas County District Attorney's Office ("Tenant")
and Quincy Real Estate and Property Management Rental Property Owner, Authorized Broker
or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 586 Edwards Ave, Quincy, CA 95971-9439 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: MTSLE program housing.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or days without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: Range (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent control ordinance .

2. TERM: The term begins on (date) 07/01/2023 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or its agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

B. **Lease:** This Agreement shall terminate on (date) 06/30/2024 at AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay \$1,100.00 per month for the term of the Agreement.

B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by personal check, money order, cashier's check, made payable to QRE, wire/electronic payment to or other . Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.

(2) Rent shall be delivered to (name) Quincy Real Estate and Property Management (whose phone number is) (530)283-9657 at (address) 90 Church St Suite A, Quincy, CA 95971 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 9 and 4 on the following days Mon-Fri).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$2,200.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 1 OF 9)



D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by personal check, money order, cashier's check, or wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>07/01/2023</u> to <u>07/31/2023</u> (date)	<u>\$1,100.00</u>		<u>\$1,100.00</u>	<u>07/01/2023</u>	
*Security Deposit	<u>\$2,200.00</u>	<u>\$2,020.00</u>	<u>\$180.00</u>	<u>07/01/2023</u>	
Other					
Other					
Total	<u>\$3,300.00</u>	<u>\$2,020.00</u>	<u>\$1,280.00</u>		

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within 5 (or 3) calendar days after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ _____ or 6.000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

A. Parking is permitted as follows: Driveway

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR B. Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except Water/Sewer and Trash, which shall be paid for by Housing Provider, or as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply):

A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within 3 (or) days after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)



C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

D. Other: **MTSLE Program is in possession, change of administrator**

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. Housing Provider Tenant shall water the garden, landscaping, trees and shrubs, except: _____.

C. Housing Provider Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.

D. Housing Provider Tenant shall maintain _____.

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____.

H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

(1) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____.

OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

(1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.



17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or):

<input type="checkbox"/> key(s) to Premises,	<input type="checkbox"/> remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> key(s) to mailbox,	<input checked="" type="checkbox"/> MTSLE Program in possession, updated lease
<input type="checkbox"/> key(s) to common area(s),	

B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

- (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
- (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
- (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLetting:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within 5 (or calendar days) after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. Tenant is already in possession of the Premises.



25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

- A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) _____.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
- 26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
- 27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
- 29. INSURANCE:**
 - A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
 - B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
 - C. Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.
- 30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.
- 31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Quincy Real Estate and Property Management 90 Church St. Suite A Quincy, CA 95971	Tenant: Plumas County District Attorney's Office 520 Main St room 408 Quincy, Ca 95971
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- 33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. REPRESENTATION

- A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

- A. Consistent with **paragraphs B and C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

- A. **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.
- C. **PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
 - (1) Housing Provider has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Housing Provider by the pest control company.
 - (2) Premises is a house. Tenant is responsible for periodic pest control treatment.
- D. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Housing Provider has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- E. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- F. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- G. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- H. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Housing Provider) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- I. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- J. **DEATH ON THE PREMISES:** An occupant of the Premises died on the Premises in the last three years. (Note to Housing Provider: the manner of death may be a material fact to the tenant, and should be disclosed in 38K, except for death by HIV/AIDS.)
- K. **OTHER MATERIAL FACTS:** _____

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.



41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Housing Provider's Brokerage Firm **Quincy Real Estate and Property Management** License Number **02037570**

Is the broker of (check one): the Housing Provider; or both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent **Richard Fletcher** License Number **02037570**

Is (check one): the Housing Provider's Agent. (salesperson or broker associate); or both the Tenant's and Housing Provider's Agent (Dual Agent).

Tenant's Brokerage Firm **Quincy Real Estate and Property Management** License Number **02037570**

Is the broker of (check one): the Tenant; or both the Tenant and Housing Provider. (Dual Agent).

Tenant's Agent **Richard Fletcher** License Number **02037570**

Is (check one): the Tenant's Agent. (salesperson or broker associate); or both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): Tenant occupancy, Delivering to Tenant keys or other means of entering the Premises, Tenant walkthrough, Completion of Move In Inspection (C.A.R. Form MII).

42. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

46. OTHER TERMS AND CONDITIONS: If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);
 Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID);
 Parking and Storage Disclosure (C.A.R. Form PSD); Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

Other Documents/Addenda: _____

Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section Tenant's Brokerage Firm in Real Estate Brokers section
 Property Management firm immediately below

Real Estate Broker (Property Manager) **Quincy Real Estate and Property Management** DRE Lic # **02037570**

(Agent) **Richard Fletcher** DRE Lic # **02037570**

Address **90 Church St. Suite A Quincy, CA 95971** Telephone # **(530)283-9657**

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: **Dwight Ceresola**, **Heidi White**.
- (4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: **Plumas County District Attorney's Office**

Printed Name of Legally Authorized Signer: **Dwight Ceresola** Title, if applicable, **Chair, BOS**
 Address **520 Main St** City **Quincy** State **Ca** Zip **95971**
 Telephone **(530)283-6327** Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

Printed Name of Legally Authorized Signer: **Heidi White** Title, if applicable, **Clerk of the Board**
 Address **520 Main St** City **Quincy** State **CA** Zip **95971**
 Telephone _____ Text _____ E-mail _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

GUARANTEE: In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

A. **ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See **paragraph 47** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: **Quincy Real Estate and Property Management**

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 Address **90 Church St. Suite A** City **Quincy** State **CA** Zip **95971**
 Telephone **(530)283-9657** Text _____ E-mail **rick@quincyrealestateonline.com**

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm ***Quincy Real Estate and Property Management*** DRE Lic. # ***02037570***
 By (Agent) ***Richard Fletcher*** DRE Lic. # ***02037570*** Date _____
 Address ***90 Church St. Suite A*** City ***Quincy*** State ***CA*** Zip ***95971***
 Telephone ***(530)283-9657*** Text ***(530)283-0321*** E-mail ***rick@quincylestateonline.com***

Housing Provider's Brokerage Firm ***Quincy Real Estate and Property Management*** DRE Lic. # ***02037570***
 By (Agent) ***Richard Fletcher*** DRE Lic. # ***02037570*** Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Text _____ E-mail _____

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RLMM REVISED 12/22 (PAGE 9 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 9 OF 9)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 586 Edwards Ave



BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated May 11, 2023, on property known as 586 Edwards Ave, Quincy, CA 95971-9439

in which _____ is referred to as ("Tenant")
and _____ is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. **Bed bugs can survive for months without feeding.**
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molting bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. **Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings.** All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____
Plumas County District Attorney's Office Quincy Real Estate and Property Management
Tenant _____ Landlord _____

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



C A L I F O R N I A
A S S O C I A T I O N
O F R E A L T O R S ®

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), Residential Lease After Sale, Other _____, dated **May 11, 2023**, on property known as _____, **586 Edwards Ave, Quincy, CA 95971-9439**, in which _____ **Plumas County District Attorney's Office** is referred to as ("Tenant") and _____ **Quincy Real Estate and Property Management** is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Tenant _____

Plumas County District Attorney's Office

Landlord _____

Quincy Real Estate and Property Management

Tenant _____

Landlord _____

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)





CALIFORNIA
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RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 05/11/2023 on property known as 586 Edwards Ave, Quincy, CA 95971-9439 in which Plumas County District Attorney's Office is referred to as "Tenant" and Quincy Real Estate and Property Management is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

Notice of Exemption: This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**

- A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant _____

Plumas County District Attorney's Office Date _____

Tenant _____

Date _____

Landlord _____

Quincy Real Estate and Property Management Date _____

Landlord _____

Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020

RCJC 12/20 (PAGE 2 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 2 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.

7. WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Landlords
- Real estate licensees
- Real estate brokerage firms
- Mobilehome parks
- Homeowners Associations ("HOAs");
- Insurance companies
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

8. EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:

- A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
- B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.

9. EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:

- A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
- B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
- C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
- D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____

Plumas County District Attorney's Office

Date _____

Buyer/Tenant _____

Date _____

Seller/Landlord _____

Quincy Real Estate and Property Management

Date _____

Seller/Landlord _____

Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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586 Edwards Ave



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows



Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.





**PLUMAS COUNTY
ELECTIONS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Marcy DeMartile, Clerk/Recorder

MEETING DATE: June 13, 2023

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

Recommendation:

Background and Discussion:

This yearly Resolution allows the Election Department to conduct all regularly scheduled elections for the year.

Action:

Adopt Resolution so that all Federal, State, and Locally regularly scheduled elections can be conducted by the Plumas County Elections office.

Fiscal Impact:

None.

Attachments:

1. Yearly Resolution 2023

RESOLUTION 2023-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS, TO CONDUCT ALL
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2023.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Marcy DeMartile, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2023, as may be required or requested of said office, to perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of June, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ATTEST: _____ Chair of the Board of Supervisors

Heidi White,
Clerk to the Board



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Steve Clark, Jail Commander

MEETING DATE: June 13, 2023

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

Recommendation:

Approve and authorize the Board Chair to sign the agreement between the Sheriff's Office and Veritas Mountain Medical for nursing services in the Plumas County Correctional Facility. Not to exceed \$415,000.00. Approved to form by County Counsel.

Background and Discussion:

Provide nursing services for the Plumas County Correctional Facility.

Action:

Sign and authorize the agreement between the Sheriff's Office and Veritas Mountain Medical services.

Fiscal Impact:

Annually budgeted item to provide nursing services inside the Correctional Facility per Title 15 and consent decree.

Attachments:

1. PCCF Nursing 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 **Sheriff's Office** (hereinafter referred to as "County"), and Kelsey Driscoll, an individual, dba Veritas Mountain Medical (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 Four Hundred and Fifteen Thousand and 00/100 Dollars (\$415,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2023, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

_____ COUNTY INITIALS

- 3 -

_____ CONTRACTOR INITIALS _____

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

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

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA, 95971
Attention: Fiscal Officer Roni Towery

Contractor:

Veritas Mountain medical
337 Alder Street
Quincy, Ca, 95971
Attention: Kelsey Driscoll

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

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

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

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

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

_____COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS_____

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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:

Kelsey Driscoll dba Veritas Mountain Medical

By:_____

Name: Kelsey Driscoll

Title: Owner/Individual

Date signed:

COUNTY:

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

By:_____

Name: Dwight Ceresola

Title: Board Chair

Date signed:

ATTEST:

By:_____

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

5/23/2023

_____COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS_____

EXHIBIT A

Scope of Work

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility (“PCCF”). See attached work proposal from Veritas Mountain Medicine
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
 - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 6 a.m. and 11 p.m. (excluding a one-hour lunch-break) to provide daily “sick call”, set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
 - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
 - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
 - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
 - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.
 - f. A nurse will be on duty or on call, at all times listed above (Exhibit A, 2. A.), this includes during times of natural disasters occur. This may include wildfire, flooding and mandatory evacuations.

EXHIBIT B

Fee Schedule

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirty-Four Thousand, Five Hundred Eighty Three and 33/100 Dollars. (\$34,583.33) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 21 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

Veritas Mountain Medical proposal for correctional nursing services

- A. Nursing services will be provided 24 hours per day under the supervision of the Medical Director (Dr. Schad). One (1) nurse shall be present on-site, at the correctional facility, Monday through Sunday (including holidays) for a minimum of sixteen (16) hours per day between the hours of 0600 to 2200, except for business to be completed in a timely manner. Daily "sick call" will be provided to inmates.
- B. Nursing staff will be onsite from 0600 - 2300 hours. Nursing staff will be on-call from 2300-0600 hours. Day shift may be away from the facility for 30 minutes for lunch but will remain on-call during this time. Afternoon/evening shift may be away from the facility for a 60-minute lunch period but will remain on-call during this time.
- C. Over the counter (OTC) medications will be provided by Veritas Mountain Medical, selection of OTC medications provided will be at the discretion of the Medical Director.
- D. Medications will be administered by nursing staff at the hours of 0630, 1300, 1800, and 2200, or at the discretion of the Medical Director.
- E. Nursing staff will adhere to NCCHC Standards for Health Services in Jails, to include Title 15 standards.
- F. Nursing staff will adhere to the American Nurses Association Correctional Nursing Scope and Standards of Practice, and to their scope of practice relevant to their certification/license provided by the California State Board of Nursing.
- G. Certificate of commercial liability and professional malpractice liability insurance policies with a minimum coverage of \$1,000,000 will be provided upon receipt of contract, with an expected start date of 7-1-2023.
- H. In the event of a community or facility emergency, I will remain with correctional staff and inmates. Records and medications will be maintained in the event of an emergency, and I will travel with correctional staff and inmates during such an event to continue to provide nursing care.
- I. Veritas Mountain Medical will encourage nursing staff to seek certification through NCCHC.
- J. Veritas Mountain Medical will provide bi-monthly training to nursing staff.
- K. Nursing staff will have access to the *Journal of Correctional Health Care* online to remain current with correctional education and research.

All services will be provided at the total cost of \$415,000.

In appreciation,

Kelsey MW Driscoll BSN RN (4-7-2023)

Kelsey MW Driscoll BSN RN

veritasmountainmedical@gmail.com (530) 616-1161



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: June 13, 2023

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

Recommendation:

Approve and authorize the closure of Chester Library Branch on Saturday June 24, 2023.

Background and Discussion:

During the weekend of June 24th and June 25th, Chester holds the Almanor Art Show, a long-running event that draws huge crowds. In addition to the Art Show, the event includes vendors set up along Main Street and the quilt show every other year. In addition, the annual Chester Library Book Sale is a huge draw for tourists and community members in town for the events.

Per its standard operation schedule, the Library is open on Saturdays 11am-3pm and will be open on Saturday June 24, 2023 during the book sale. Under Government Code section 24260; Plumas County Code section 2-4.201 which gives the Board authority to set business hours for County offices and departments, I am requesting the branch be closed due to safety, security, and maintenance issues for that day. The book sale takes place partly in the parking lot and has a high volume of foot traffic in the parking lot during this event. The library is also used as a sorting, staging, and storage area by the Friends the day before and days of to prepare for the book sale, and use the space to capacity during the book sale, which will impede normal operations. If the library is open that also means the small, one stall bathroom's use will have an extremely high volume of people; the book sale patronage is a very large increase from what the library usually handles in that time frame.

The book sale serves as both an excellent marketing tool and revenue source for the Library. The revenue from the book sale equals the majority of annual new funds used by the Friends of Chester Library to support the Library in its endeavors throughout the fiscal year. Besides the annual sale, there is also a smaller, continuous book sale throughout the year inside the library maintained by the Friends to increase donations.

Action:

Approve and authorize the closure of Chester Library Branch on Saturday June 24, 2023.

Fiscal Impact:

In previous years, the Friends have raised over \$2,500 at the book sale, which in turn has been used to buy items for our collection, programs like the Summer Reading Program, bookshelves, and more.

Attachments:

None



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: June 13, 2023
SUBJECT: Approve and authorize the Director of Public Health to recruit and fill, two (2) extra-help Database Analyst positions; does not impact the General Fund.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill two (2) extra-help Database Analysts positions in the Public Health Department.

Background and Discussion:

The Future of Public Health funding allows the hiring of short-term or contract workers with the intent of increasing the efficiency and effectiveness of our department in meeting the health care needs of the county. These positions will be filled with the intention of streamlining the fiscal and organizational processes of our department for the long term.

The appropriate Critical Staffing Questionnaire and Departments Organizational Chart are attached.

Action:

Approve and authorize the Department on Public Health to recruit and fill, two (2) extra-help Database Analyst positions

Fiscal Impact:

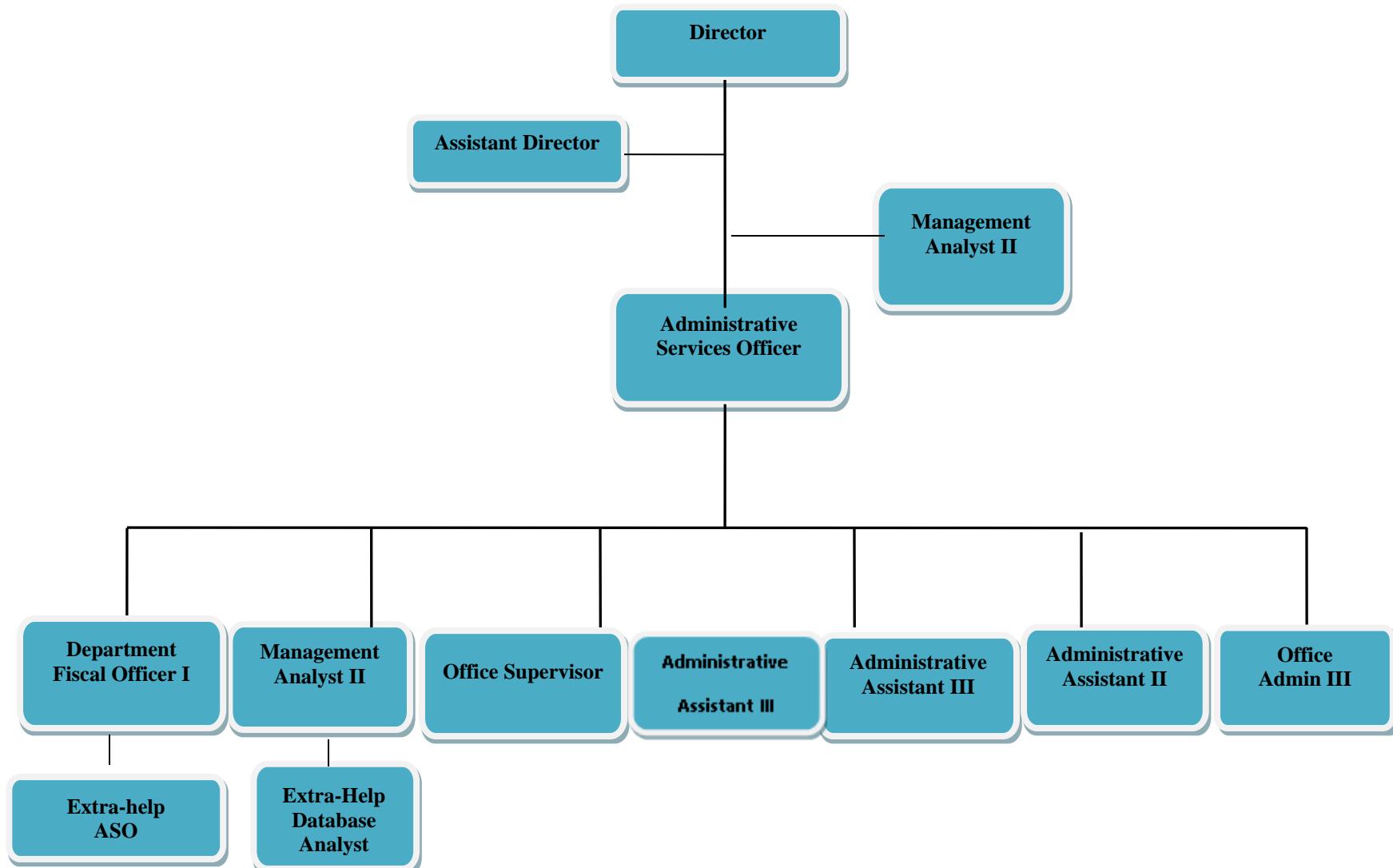
There is no impact to the General Fund as these positions are funded through the Future of Public Health grant funding.

Attachments:

1. 1-Admin & Fiscal Services 1 23
2. Critical Staffing Request Database Analyst

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION**

1



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Database Analyst/Extra-help Database Analyst / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

Database Analysts are the workforce for administrative services, which supports the operations unit of the Department.

- Why is it critical that this position be filled at this time?

Database Analysts provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department

- How long has the position been vacant?

N/A

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 22/23 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: June 13, 2023

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

Recommendation:

Public Works staff respectfully recommends that the board of Supervisors authorize the Public Works Director and Chair of the Board of Supervisors to execute the attached amendment to Public Works Road Department Professional Services Agreement 23-018

Background and Discussion:

On January 3rd, 2023, Public Works entered into an agreement with Ranch Fence, Inc. for fence repair services at the Chester and Greenville Road Maintenance Yards. These repairs were intended to rectify damages caused during the Dixie fire of 2021.

Because of the winter conditions of the 2022-2023 winter storm season, the commencement of work was delayed substantially. Because of this delay, Public Works and Ranch Fence staff decided to pursue an amendment to the initial contract, extended the term of the agreement to ensure that there is enough time to complete the necessary work.

The attached amendment to Public Works Road Department Professional Services Agreement 23-018, has been approved as to form by County Counsel

Action:

Approval to ratify Amendment No. 1 to the Public Services Agreement between Public Works and Ranch Fence, Inc. for fence repair services at the Chester and Greenville Road Maintenance Yards

Fiscal Impact:

N/A

Attachments:

1. Ranche Fence, Inc. Amendment 1

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RANCHE FENCE, INC.

This First Amendment to Agreement ("Amendment") is made on _____, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and *Ranch Fence, Inc. ("CONTRACTOR") who agrees as follows:

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

- a. PLUMAS COUNTY and RANCH FENCE, INC. have entered into a written Agreement dated January 3, 2023, (the "Agreement"), in which RANCH FENCE, INC. agreed to provide fence repair services to Plumas County.
- b. Because the 2022-2023 winter season delayed commencement, 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:

The term of this agreement shall be from the date of execution through December 31, 2023, unless terminated earlier as provided herein.

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

CONTRACTOR:

Ranch Fence, Inc., a California Corporation

By: _____

Courtney Twiss

Chief Executive Officer

Date signed:

By: _____

Jarod Twiss

Chief Financial Officer

Date signed:

COUNTY:

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

By: _____

John Mannle, P.E.

Director of Public Works

Date signed

By: _____

Dwight Cerseola

Chair, Board of Supervisors

Date signed:

ATTEST

By: _____

Heidi White

Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

6/2/2023



OFFICE OF THE
COUNTY COUNSEL
 COUNTY OF PLUMAS
 Plumas County Courthouse
 520 Main Street, Room 302
 Quincy, California 95971-9115
 Phone: (530) 283-6240 Fax: (530) 283-6116

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

MEMORANDUM

Date: June 13, 2023

To: Honorable Members of the Plumas County Board of Supervisors
 From: Gretchen Stuhr, County Counsel

A handwritten signature in blue ink, appearing to read "Gretchen Stuhr".

Re: Plumas County Conflict of Interest Code Review and Update – Resolution
 Readopting Conflict of Interest Code.

Recommended Action:

That the Plumas County Board of Supervisors: 1) Conduct a biennial review of the Plumas County Conflict of Interest Code; and 2) Adopt a Resolution Readopting the Plumas County Conflict of Interest Code with updated list of designated positions and disclosure categories.

Background:

As your Board is aware, the Political Reform Act, at Government Code § 81000, and following, requires each state and local government agency to adopt a conflict of interest code designating the positions in that agency that make or participate in the making of a governmental decisions that are required to file a "Statement of Economic Interests" on Fair Political Practices Commission Form 700. Conflict of interest codes must be reviewed and updated every two years by the agency's governing board to reflect changes in the designated positions and disclosure categories.

The basic rule for conflicts of interest under Government Code § 87100 is: *"No officer, employee or consultant of a state or local agency shall make, participate in making or in any way attempt to use their position to influence a governmental decision in which he or she has a financial interest."*

To determine which positions should be designated in Plumas County's Conflict of Interest Code, every two years the County Counsel's Office asks all Plumas County department heads to evaluate the position in his or her department to determine which

employee positions make or participate in making governmental decisions. Since the definitions of “designated employee” and “public official” include any consultants to an agency who make or participate in agency decisions (Gov. C. sections 82019 and 82048), we also ask department heads to identify any *consultants* working with the department that make or participate in making governmental decisions.

By ***making a governmental decision***, it means the person holding the designated position:

1. Votes on a matter; ***or***
2. Appoints a person; ***or***
3. Obligates or commits the department/County to any course of action; ***or***
4. Enters into any contractual agreement on behalf of the department/County.

By ***participating in the making of a decision***, it means the person holding the designated position:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; ***or***
2. Advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

Please see the California Fair Political Practices Commission’s website at <http://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html> for more information.

END OF MEMORANDUM

RESOLUTION NO. 2023 - _____

**A RESOLUTION READOPTING THE CONFLICT OF INTEREST CODE
FOR PLUMAS COUNTY**

WHEREAS, Plumas County has adopted a Conflict of Interest Code pursuant to the Political Reform Act (Government Code Section 87100, et seq.); and,

WHEREAS, the Political Reform Act requires that local Conflict of Interest Codes be reviewed, amended, or readopted every even numbered year,

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

1. All previous resolutions adopting a conflict of interest code for the County of Plumas are hereby repealed, and are replaced by this resolution.
2. The terms of Title 2, California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix "A", in which position are designated and disclosure categories are set forth, are incorporated here by reference and are declared to constitute the conflict of Interest Code for the County of Plumas.
3. Persons holding designated offices and positions shall file Statements of Economic Interest (Form 700) pursuant to the County's Conflict of Interest Code.
4. Plumas County Officers and Elected Officials shall file their Statements of Economic Interest with the Plumas County Clerk – Elections Division. Special District Directors and Officers shall file with the Secretary of their district. The contents of the Statement, and the proper time and manner of filing, are set forth in Gov. Code Section 18730(b)(4).

The forgoing resolution was adopted on June 13, 2023, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

APPENDIX "A"
List of those who File Form 700

A Resolution Readopting the Conflict of Interest Code for Plumas County

Disclosure Categories for Designated Employees and Consultants

Officials listed in CA Government Code § 87200 shall make disclosures pursuant to CA Government Code § 87202 -87210.

County employees shall make disclosures as listed in the Categories numbered 1 - 4 below.

Consultants and Contractors shall make disclosures in Category 1 or 2 based on the degree to which the consultant would be engaged in financial decision making.

Boards and Commissions listed below shall develop Conflict of Interest Policies consistent with the applicable code and make disclosures as specified.

Administration	Disclosure Category
County Administrative Officer	Govt Code § 87202 -87210
Grant Manager	1

Agriculture

Agricultural Commissioner / Sealer of Weights & Measures	1
Deputy Agricultural Commissioner / Sealer of Weights & Measures	1

Airports

Director	1
Airport Managers	1
Airport Consultant	1

Airport Land Use Commission

Conflict of Interest Policy	Public Utility Code § 21672
Commissioners	1

Animal Control

Animal Control Supervisor	1
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Assessor

Assessor	1
Assistant County Assessor	1

Auditor-Controller

Auditor-Controller	1
Assistant Auditor – Controller	1

Behavioral Health Commission Disclosure Category

Conflict of Interest Policy	Welfare & Institutions Code § 5604(e)
Commissioners	1

Behavioral Health Services

Behavioral Health Director	1
Behavioral Health Deputy Director	1
Behavioral Health Unit Supervisor	1
Children's Services Coordinator	1
MHSA Coordinator	1
Behavioral Health Administrative Services Officer	1
Behavioral Health Department Fiscal Officer	1
Behavioral Health Systems Analyst	1

Board of Supervisors

Supervisors	Govt Code § 87202 -87210
Clerk of the Board of Supervisors	1

Building Services

Director of Building Services	1
Code Enforcement Officer	1

Children & Families Commission

Conflict of Interest Policy	Health & Safety Code §130140 (d)(4)(A)
Commissioners	1

Child Support Services

Director	1
Assistant Director of Child Support Services	1

Clerk-Recorder

Clerk-Recorder	1
Assistant Clerk-Recorder	1

County Counsel

County Counsel	Govt Code § 87202 -87210
Deputy County Counsels	1

Dependent Special Districts (Walker Ranch CSD, Flood Control & Water Conservation District, Quincy Lighting District, Dixie Valley CSD, and Crescent Mills Lighting District.)

District Managers	1
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District Attorney

District Attorney	Govt Code § 87202 -87210
Assistant District Attorneys	1
Deputy District Attorneys	1
Alternative Sentencing Manager	1
Fiscal Officer II	1

Engineering

County Engineer	1
Engineering Technician II	2
Management Analyst	2
County Surveyor - Consultant	1

Environmental Health

Environmental Health Director	1
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Facility Services

Director of Facility Services	1
Fiscal Officer	1
Maintenance Supervisor II	1
ADA Coordinator	1

Plumas -Sierra Fair

Fair Manager	1
Board Members	2

Human Resources

Human Resources Director	1
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Information Technology

Information Technology Director	1
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Library

County Librarian	1
Librarian	2
Fiscal & Technical Services Assistant III	2

Museum

Museum Director	1
Board Members	1

Planning Commission

Commissioners	Govt Code § 87202 -87210
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Planning

Planning Director	1
Assistant Planning Director	1
Assistant/Associate/Senior Planner	1

Probation

Chief Probation Officer	1
Supervising Probation Officer	1
Management Analyst	2
Fiscal Officer	1

Public Health Agency

Public Health Director	1
Assistant Public Health Director	1
Administrative Services Officer	1
Nursing Director	1
Health Officer	1
Veterans Services Officer	1

Public Works

Director of Public Works	1
Assistant Director of Public Works	1
Deputy Director of Public Works	1
Public Works Fiscal Officer / Administrative Services Manager	1
Associate Engineer	2, 3
Assistant Engineer	2, 3
Road Maintenance Supervisor	2, 3
Equipment Maintenance Supervisor	2, 3
Principle Transportation Planner	2, 3
Engineering Technician II	2
Solid Waste Program Manager	2, 3

Risk Management

Director of Risk Management and Safety	1
OES Coordinator	1

Sheriff-Coroner

Sheriff-Coroner	1
Undersheriff	1
Jail Commander	1
Special Operations Sergeant	1
Deputy Sheriff – Communications Equipment Coordinator	1

Social Services

Director/Public Guardian	1
Social Services Chief	1
Deputy Public Guardian	1
Staff Services Manager – Fiscal	2
Program Manager – Services Division	2
Program Manager – Employment & Financial Services Div.	2

Transportation Commission

Executive Director	Govt Code § 87202 -87210
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Treasurer-Tax Collector

Treasurer-Tax Collector	Govt Code § 87202 -87210
Assistant Treasurer-Tax Collector	1

Disclosure Categories

The disclosure categories listed below identify the types of investments, business entities, sources to be disclosed:

Category 1: Full Disclosure

All investments, business positions in, and income, including gifts, loans and travel payments, from sources located in, or doing business in, the jurisdiction. All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency.

Category 2: Partial Disclosure

All investments, business positions and income, including gifts, loans and travel payments, from sources that provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed.

Category 3: Interests in Real Property

All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency. All investments, business positions and income, including gifts, loans and travel payments, from business entities which engage in land development, construction, or the acquisition or sale of real property.

Category 4:

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit, or licensing authority of, or have an application for a license or permit pending before, the department in which the designated employee is employed.

FR]EINDS

of Plumas County Animals

May 25, 2023

Dear Supervisors,

This letter and Board visit are followups to our agenda item and discussion which was begun at the Board meeting on May 9.



A group of rescuers and non profit directors met on May 18 and discussed the issues of the impact of unaltered feral animals on the rescues, the citizens and the communities. We will now refer to those cats who are unhomed, unclaimed, stray or truly feral as Community Cats. These are cats that are being cared for, fed and watched over by community members.

Suggestions to PC SupeNisors to ease the suffering of animals in PC and for establishment of a TNR program for the county from rescuers Kathy Chambers, Barbara Montandon, Louise Delaney (PAWS), Heidi Hart and Rose Buzzetta (Friends of PC Animals) include, but are not exclusive to:

- Safe surrender at the county animal shelter-eliminate the \$25 fee to surrender an animal.
- The County to immediately contact UC Davis and get a mobile vet out to do TNR work as an extension of the Dixie Fire catastrophe and part of Dixie Relief
- Find mobile veterinarians from out of the area-susanville, Reno, Chico-- to come and do surgeries in PC. Negotiate with veterinarians for use/rent of their space on off days.
- Get a GRANT for TNR work. The County has a grant writer on payroll already.
- Pass ordinances to prevent abusers from ever owning animals again
- Make mental health care mandatory and available for abusers and be sure followups are scheduled
- Use money from Code Sec. 6-1.214 and get creative with Code 6-1.215 monies
- Create and participate in a Round Table of animal rescues and rescuers, and those from the County who are able to initiate change in Codes and enforcement.
- Better fund and better staff the County Animal Shelter- Use volunteers, inmates, those needing community seNice hours or those on probation to seNe as workers in the AC building. Hire more staff and keep them accountable for the work they are supposed to do and the help they are supposed to give the citizens of PC. Buy more humane traps and prepare for TNR trapping.

- " Use Options Veterinary or Nevada Humane Society or Truckee Humane for larger numbers of TNR surgeries. Think beyond using only PC veterinarians for the work. PC vets are overworked and most don't want to do community cats.
- Seek places to relocate community cats-work with the rescues for advice and help.
- Seek outside help for advice on a TNR program. Casey Hersch or Joy Smith from Fieldhaven Rescue in Lincoln are great resources for information. Barbara Montandon is also active with Red Rover from Sacramento and North Valley Animal Disaster Group.

The County has to take responsibility for animal welfare and not leave the financial burden and huge workload for the rescue organizations. It has been unfair for years and is now totally unacceptable. We recognize TNR work is time consuming and costly-as the rescuers and non profits have been solely shouldering this burden for years. We also know that removal and euthanasia of these cats does NOT solve the problem. Other cats move into the empty spaces and the problem continues. Only by doing TNR work- by keeping the Community Cats in place and doing continuous spay/neuter surgeries to keep the populations from expanding-- does the problem resolve itself.

We feel the County is ready to take steps to level out this inequality to the rescues and the animals and we are all willing to advise and help ease the process. Our goal is to obtain a County funded TNR program for community cats in PC.

We look forward to hearing your individual responses and what your interest and participation in developing a working TNR program in Plumas County might look like. We need to work together to address this major issue.

For the good of the animals,



Rose Buzzetta
Director of Friends of PC Animals
rbuzzetta18@gmail.com

cc: Hersch, Montandon, Hart, Delaney, Smith, Chambers



ABOUT TRAP-NEUTER-RETURN (TNR)

the PROBLEM...

It's estimated that **tens of millions** of feral and stray cats **freely roam the streets of the United States and breed rapidly!**

Doing nothing and using ineffective approaches are what have resulted in the current overpopulation problem. Trying to rescue all of the feral cats and find them homes is impossible given their numbers and their limited socialization. Removing or relocating all of the feral cats invites new unneutered cats to move in and the cycle of reproduction starts again.

the SOLUTION...

Trap-Neuter-Return (TNR) is the **only method proven to be humane and effective in controlling free-roaming cat population growth.** TNR is about:

- Population control and **permanently reducing** the number of cats in an area
- Lowering cat intake into shelters, thereby **lowering shelter euthanasia rates**
- Reducing the spread of disease**
- The returned, spayed/neutered colony **guards its territory**, discouraging unneutered cats from moving in and beginning the cycle of overpopulation anew

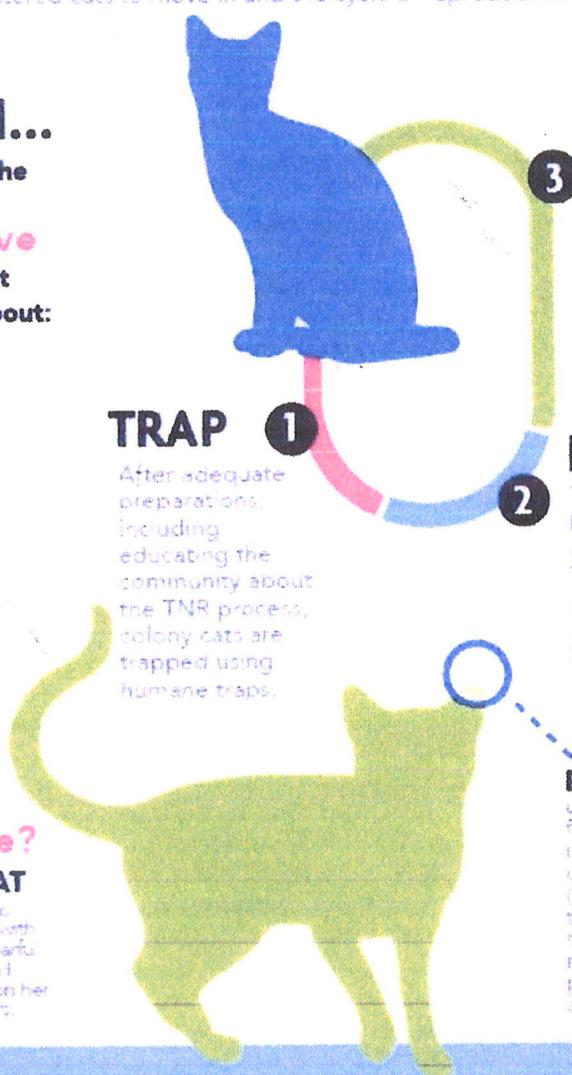
What's the difference?

STRAY CAT

A tame cat who has become lost or has been abandoned; she has been socialized to people at some point in her life

FERAL CAT

A cat who has little contact with humans, is fearful of people and usually lives on her own outdoors



RETURN

After recovery from surgery, feral cats are returned to where they were trapped and are supplied with ongoing access to food and fresh water.

NEUTER

The captured cats are brought in their traps to a spay/neuter provider. Typically, TNR programs also provide vaccinations against certain diseases, like rabies.

EAR TIPPING is the universal sign of a neutered feral cat. The procedure involves removing about 1/4" off the tip of the cat's ear (typically the left ear) while the cat is anesthetized for spaying/neutering; healing is rapid. The mark will help prevent unnecessary surgery, confinement, or euthanasia.

Frequently Asked Questions About TNVR

[COMMUNITY CATS \(/COMMUNITY-CATS\)](#) [TNR \(/TNR\)](#) [FERAL \(/FERAL\)](#) [KITTENS \(/KITTENS\)](#) [CATS \(/CATS\)](#)



Trap-neuter-vaccinate-return: What is it?

Trap-neuter-vaccinate-return (TNVR) is a humane, non-lethal alternative to the trap-and-kill method of attempting to manage cat populations. TNVR is a management technique in which community cats (aka stray or outdoor cats) are humanely trapped for the purpose of transporting them to a spay/neuter clinic, where they are evaluated and sterilized by a licensed veterinarian, vaccinated against rabies and ear-tipped* for identification. Following recovery, the cats are returned to the location where they were humanely trapped so they can live out their lives.

What about liability to the municipalities that implement a TNVR program?

Many community cats are unsocialized and tend to avoid people whenever possible. Also, in most TNVR programs, community cats are vaccinated against rabies, greatly reducing the likelihood of a person being severely injured.

Liability should not be a concern for municipalities that implement TNVR programs for the purpose of reducing cat populations, protecting public health through vaccination efforts or resolving nuisance complaints. These are all state interests worthy of government involvement. TNVR is a standard method of protecting public health, safety and welfare through feline vaccination and sterilization, while at the same time managing the population of community cats in a humane manner.

What happens if you trap an owned pet cat?

If a cat is found outdoors with a collar and identification or microchip, he can be returned to his home. Community cats, by definition, are cats who are found outdoors with no indicia of ownership. All cats who fall into that category are treated equally in successful TNVR programs. The success of any community cat program is contingent on sterilizing the majority, if not all, outdoor cats in the vicinity. Therefore, all community cats should be physically evaluated, sterilized, vaccinated, ear-tipped and returned to the area where they were trapped.

place feeding stations in out-of-the-way locations to minimize the likelihood of desperate people illegally abandoning their pet cats. Other strategies should also be employed to further reduce potential abandonment, such as posting signs about abandonment ordinances at high-profile locations where community cats live.

Do local laws affect community cats and TNVR caregivers?

Many municipalities, dissatisfied with the ineffectiveness of trap-and-kill programs, are turning to TNVR as a humane, effective alternative for dealing with outdoor cat populations. Unfortunately, outdated laws sometimes conflict with this well-intentioned plan.

Poorly crafted ordinances may create legal obstacles to caregivers who actively participate in TNVR programs. To alleviate the negative legal consequences, municipalities that implement TNVR programs should interpret current ordinances so that community cats, and the generous caregivers who support them, are exempted from these burdensome provisions, or revise them accordingly. If you want to work with other people in your community to support TNVR efforts, you can start by joining the 2025 Action Team (<http://bestfriends.org/actionteam>).

Is it necessary to have a local ordinance allowing TNVR?

An ordinance allowing or endorsing TNVR is often not needed. In fact, handling TNVR through shelter policies allows for a more fluid and successful program because you might not have to work through an ordinance change to adapt the program quickly.

However, when crafted properly, an ordinance that encourages TNVR establishes reasonable standards and defines duties for the individuals instrumental in implementing a community cat program. This type of legislation grants credibility to TNVR, promotes community involvement, and encourages the cooperation of cat caregivers and the shelters in the community.

Equally important, well-crafted legislation will insulate community cats from licensing requirements, feeding bans, pet limits or other punitive laws that often impede the progress of sterilization efforts and public health protection. In addition, adopting a TNVR ordinance can make grant funding more available, since this legal assurance speaks volumes about the level of community support and involvement.

the University of Central Florida, the majority of cats (83%) in the 11 cat groups studied were present on the campus for more than six years. It's quite likely that many of the observed cats far exceeded that life span, since approximately one-half of the free-roaming cats first observed in the study were already adults, so their true ages were unknown. Furthermore, according to Dr. Levy, the body weights of these free-roaming cats, when compared with pet cats in previous studies, exhibited "no significant differences." Neutering these cats resulted in an increase in body weight and healthy overall body condition.

Other studies reported similar findings. For instance, from 1993 to 2004, seven TNR organizations throughout the nation collected data on more than 100,000 free-roaming cats examined in spay/neuter clinics. Less than 1% of these animals needed to be euthanized because of debilitating conditions, trauma or infectious diseases.

Why are bans on feeding outdoor cats ineffective?

It's bad public policy to criminalize kindness. Feeding bans are notoriously ineffective primarily because they are impossible to enforce. Also, human nature rarely allows someone to sit idly by while an animal suffers. When a hungry animal appears, compassion prevails. Consequently, people will not adhere to an ordinance discouraging the feeding of animals in need.

Hungry cats can continue to reproduce, which further undermines the intent of most feeding prohibitions. Equally important, feeding bans jeopardize the ongoing sterilization and vaccination services provided by caregivers who diligently monitor outdoor cats in their communities. Finally, once feeding by humans is prohibited, hungry cats are forced to compete with wildlife over available natural food sources.

Does TNVR encourage the abandonment of cats?

Cats will be abandoned with or without TNVR. In fact, cats have been abandoned for as long as people have had pet cats, which is why TNVR is necessary today. These periodic abandonments, however, will not derail the overall success of a TNVR program because a group of cats can absorb the occasional newcomer yet still show a significant population reduction when most of the animals are sterilized. Indeed, the monitoring that is an integral part of most TNVR programs ensures that new arrivals are sterilized and vaccinated.

In addition, maintaining a local group of cats who've been through a TNVR program is likely not the determining factor behind whether someone abandons a pet or not. Surely there are a variety of other issues that factor into this irresponsible behavior. However, efforts should be made to

Rabies and toxoplasmosis are two diseases often raised during discussions about outdoor cats. The CDC recommends that cats be vaccinated against rabies, which is a key component of most TNVR programs.

It's important, however, to put both of these serious human health threats into proper perspective. Since 1960, only two cases of human rabies in the U.S. have been attributed to cats. According to the website for the Centers for Disease Control (CDC), rabies in domestic animals is rare. Wild animals accounted for approximately 93% of reported cases of rabies in 2018. And the possibility of humans contracting toxoplasmosis from cats is rather unlikely and, as the CDC explains, the risk is generally mitigated through simple hand-washing.

How serious a threat are cats to bird populations?

TNVR means fewer cats, which means fewer threats to birds. Other factors pose more serious threats to bird populations. As the United Kingdom's Royal Society for the Protection of Birds (RSPB) has pointed out for years: "There is no clear scientific evidence that (predation by cats) is causing bird populations to decline," because "cats tend to take weak or sickly birds." Indeed, the RSPB notes, "It is likely that most of the birds killed by cats would have died anyway from other causes before the next breeding season, so cats are unlikely to have a major impact on populations."

Although no studies support the misleading claims that cats are destroying songbird populations, there's no disputing that cats do, in fact, kill birds. The point that must be emphasized is that fewer cats means less predation. That being the case, TNVR should not be condemned because of potential threats to wildlife, but rather embraced so that outdoor cat populations can be curtailed as efficiently as possible to minimize potential predatory behavior.

Are there any tools to help keep community cats out of designated areas?

Non-lethal deterrents for cats are effective and readily accessible. There are numerous cat deterrents available on the market today, several of which are discussed in this video (<https://www.youtube.com/watch?v=vMywPSBD7CQ>) produced by Best Friends.

What about the dangers faced by community cats?

Community cats can live long, healthy lives. According to a study conducted by Dr. Julie Levy at

than ensure that the cat population will rebound to its original level, necessitating additional trapping and killing. While lethal control may rid an area of cats temporarily, it is not an effective long-term solution because new cats will quickly fill the vacated area and breed, resulting in a perpetual cycle of killing.

How does TNVR compare to the traditional trap-and-kill method in terms of costs?

Trapping and killing cats is not only unpalatable to the public, it's a costly and ineffective method of population control.

TNVR programs are being adopted by towns and municipalities across the nation out of necessity and common sense. This shift is being seen on many municipal levels as animal services' budgets continue to be slashed and the need for better tools to handle animal control issues has become increasingly evident. As Mark Kumpf, 2010 president of the National Animal Control Association, told *Animal Sheltering* in 2008: "The cost for picking up and simply euthanizing and disposing of animals is horrendous, in both the philosophical and the economic sense."

The cost savings associated with TNVR are location-specific and accurate estimates involve taking into account numerous variables. The immediate savings that many communities experience are a result of tapping into volunteer support and other resources (e.g., private donations) that come from implementing a humane method of managing community cats. Cost savings fluctuate based on the type of TNVR program implemented, the extent of animal control involvement, the volunteer base available and the community's overall support of TNVR. The point, however, is that over time, through attrition and sterilization efforts, fewer cats will be breeding and contributing to the population growth. And fewer animals to contend with inevitably means a decrease in the demand on taxpayer dollars.

Until a TNVR program begins, it is difficult to calculate accurately how much money will be saved, either directly or indirectly. A successful TNVR program can improve the public image of a municipality, which may add to economic development. Employee satisfaction within the shelter and animal control facilities is also a huge asset and contributes to a positive image of the community. The hometown pride and enthusiasm generated from supporting a non-lethal, practical and effective solution to a community concern must be factored into the equation, even if the resulting cost savings are difficult to calculate.

Do community cats pose a risk to public health?

officers and shelter workers. Job satisfaction among these employees increases tremendously when their work does not involve killing healthy animals for the purpose of convenience. This increased job satisfaction results in less employee turnover and an overall improved public image of the shelter. The reduction in killing and animal admissions also provides more time for staff and volunteers to care for the animals in the shelter and give personal attention to potential adopters.

Equally important, TNVR programs allow animal control facilities to take advantage of numerous resources (e.g., volunteers, grant funding) typically unavailable to shelters that use the traditional trap-and-kill method. Understandably, people are rarely inclined to volunteer for programs that fail to make them feel good about themselves. Through the implementation of TNVR, volunteers know they are making a positive difference in the lives of animals, and the community is benefiting from their charitable efforts.

Volunteers help trap cats and assist animal control in locating other cats in need of TNVR services. Community cat caregivers identify new cats coming into the area so that they, too, can be sterilized, vaccinated and returned. In a well-managed TNVR program, critical data is collected that can be used when seeking grant funding to expand the program.

Why is TNVR preferable to lethal control?

TNVR is a practical solution to the failed policy of trap-and-kill. Lethal control has been used by animal control agencies for decades, but given the current problem of large populations of outdoor cats, it is obvious that killing as a form of population control does not work. In addition, killing animals as a means of population control is unpalatable to the public. By contrast, TNVR puts an end to this perpetual cycle of killing and makes it possible to maintain a community of cats at a relatively stable number of sterilized cats unable to multiply.

Why does the trap-and-kill method fail to curtail community cat populations?

Populations rebound to previous levels following trap-and-kill. Every habitat has a carrying capacity, the maximum population size of a given species that can be sustained in a particular area. This carrying capacity is determined by the availability of food sources, water, shelter and other environmental necessities. When a portion of the sustainable population is removed (e.g., by trapping and killing them) and the availability of resources is unaltered, the remaining animals respond through an increase in births and higher survival rates.

Because of this biological certainty, trapping and removing cats from a given area does little more

TNVR is a key component of a comprehensive community cat program (CCP), along with community outreach and nuisance mitigation techniques. CCPs are the most humane and effective way to manage outdoor cat populations while also reducing their potential impacts on wildlife populations and public health.

*Ear-tipping involves the removal of the tip of one ear while the cat is under anesthesia for spay/neuter surgery. It is the universal sign that a cat is sterilized.

What is the primary benefit of TNVR?

In the long term, targeted TNVR can lower the number of cats in the community more effectively than trap-and-kill. TNVR provides a non-lethal, humane way to effectively manage community cat populations while also addressing common nuisance behaviors. Several studies have shown that TNVR programs can decrease and sometimes eliminate outdoor cat populations over time by reducing the breeding population.

What are the other benefits of TNVR?

The benefits to both cats and communities are numerous:

- These programs create safer communities and promote public health by reducing the number of unvaccinated cats.
- Sterilizing community cats reduces or even eliminates the behaviors that can lead to nuisance complaints.
- TNVR programs improve the lives of community cats. When males are neutered, they are no longer compelled to maintain a large territory or fight over mates, and females are no longer forced to endure the physical and mental demands of giving birth and caring for their young.
- In neighborhoods across the country, good Samaritans serve as caregivers, providing food, water and shelter for cats who've been through TNVR, and that attention improves the cats' overall health.
- TNVR reduces shelter admissions and operating costs. (Studies have shown that generally less than 1% of community cats in TNVR programs are too sick or injured to be returned to their neighborhoods.)
- Fewer community cats in shelters increases adoption rates, because more space opens up in shelters for adoptable cats.

Another benefit of TNVR is the positive impact that these programs have on animal control

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: May 23, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 6,2023

RE: APPPROVE RESOLUTION ADOPTING REVISED PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES - OES MANAGER JOB CLASSIFICATION

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached resolution approving revised job classification, OES Manager. This position was recently approved by resolution but to ensure it is clear the expectation of this position we have revised it with additional clarifying language. See Exhibit A - job description with mark ups.

BACKGROUND AND DISCUSSIONS

This position directs County wide emergency preparedness, disaster and emergency response, and post emergency functions. This position is the lead role for all OES actions and is an on-call position. This position coordinates with Public Health Agency staff on all OES functions but is the lead role for OES.

This position will report to the County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety.

Thank you for your consideration in this matter.

Attachments:

- Resolution
- Exhibit A - Office of Emergency Services - OES Manager updated Job Description with mark-ups.
- Exhibit B - Job Description

RESOLUTION NO. 2023 -

**APPROVE RESOLUTION ADOPTING REVISED PLUMAS COUNTY OFFICE
OF EMERGENCY SERVICES – OES MANAGER JOB CLASSIFICATION**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Human Resources Director has updated and attached in Exhibit A the job classification for the Office of Emergency Services – OES Manager, base wage of \$27.50 an hour; and

WHEREAS, the Board of Supervisors have moved the Emergency Services functions and funding from the Sheriff Office to be allocated under the direction of the Director of Risk Management & Safety; and

WHEREAS, it is recommended the position is in the Confidential Unit and has met the meet and confer obligation.

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

Approve the updated changes for clarification to the job description for the Plumas County Office of Emergency Services – OES Manager Job Classification.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of June 2023 by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST:

Dwight Ceresola, Chair, Board of Supervisors

Heidi White, Clerk of the Board

Exhibit A

PLUMAS COUNTY

NEW: 03/2023

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER

DEFINITION

Under direction, plans, coordinates, and implements County-wide public health emergency preparedness and supports Public Health Agency hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County departments and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties as assigned. This is an on-call position.

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During disasters or large-scale incidents, the Plumas County OES coordinates the overall response through the Emergency Operations Center (EOC). When activated, the EOC-OES provides a central location for responding and supporting agencies to collaborate response and recovery efforts to effectively and efficiently provide information and deploy resources.

DISTINGUISHING CHARACTERISTICS

This classification is responsible for independently performing professional duties in coordination of the County's public health emergency preparedness and response activities. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit OES mandates.

REPORTS TO

County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety

CLASSIFICATIONS DIRECTLY SUPERVISED

Lead role in coordinating with other positions related to emergency preparedness activities, may direct Emergency Operations Center staffing when EOC is activated.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 2

EXAMPLES OF DUTIES

Typical functions may include any of the following tasks, knowledge, abilities, and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, OES position-specific tasks. Coordinates with Public Health Agency staff OES functions.

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- Develops, coordinates, and maintains public health emergency preparedness and supports Public Health Agency hospital preparedness programs in accordance with federal, state, and local requirements.
- Coordinates with staff to develop, implement, and maintain public health emergency response plans, manuals, and standard operating procedures utilizing regulatory guidelines and requirements; ensures plans are integrated with the emergency response plans of other local agencies.
- Assists in developing annual and multi-year plans and budgets for assigned program(s); maintains fiscal records; monitors expenditures to ensure that spending is within budgeted limitations.
- Evaluates program effectiveness; recommends procedural changes to enhance program effectiveness and implements management directives.
- Coordinates various activities in the ongoing administration of the program including, but not limited to, drills, preparedness exercises and training for staff to ensure they are sufficiently prepared for emergency response operations; serves in a liaison capacity with other agencies during emergency operations.
- Serves as liaison to community consortiums, coalitions, and committees; facilitates meetings; schedules trainings and drills; advises groups on and accounts for program activities; determines strategies to expand and strengthen current partner and memberships.
- Assists Health Care Coalition (HCC) partners with emergency planning and disaster management; supports coalition members with supply requests according to budget requirements.
- Provides Incident Command (IC) support as department operations center manager; coordinates with command staff to address planning needs during a qualifying event; provides technical assistance to department staff related to roles and responsibilities during an emergency response.
- Coordinates ICS training and maintains tracking system of County staff participation and ICS certificates.
- Engages with diverse stakeholders to ensure public health emergency preparedness and response activities are inclusive and representative of culturally, socially, and economically diverse populations.
- Performs research and analysis related to emergency preparedness and response; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.

- Directs the maintenance of and/or maintains accurate records and files; prepares reports, correspondence, and a variety of written materials.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 3

EXAMPLES OF DUTIES, continued

- Provides technical and functional direction to assigned staff on projects or during an emergency event; oversees work activities to ensure they are conducted properly; provides training on program operations; provides information to management on staff performance.
- Networks with peers in other organizations to exchange and share information, tools, and best practices in the assigned program areas; makes recommendations to management on the adoption and implementation of current best practices.
- Performs related duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Operations and services and best practices of comprehensive public health emergency preparedness programs.
- Principles of program planning, implementation, and evaluation.
- Program logistics with respect to service delivery.
- Principles and practices of legal, ethical, and professional rules of conduct.
- Basic principles of budget monitoring and reporting.
- Principles and lead direction and training.
- Community demographics including socioeconomic and cultural factors.
- Principles and practices of grant administration.
- Principles of emergency preparedness and response.
- Methods and techniques of assessing training needs and evaluating program effectiveness including those related to multiple methods of adult learning and education.
- County, department, and program-specific policies and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Current trends and issues as they relate to public health emergency preparedness and response.
- Existing supply chains and alternate means of acquisition of supplies and personnel.
- Business mathematics.
- Research methods and data analysis.
- Principles and practices of record keeping.
- Principles and practices of business correspondence and technical report writing.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 4

Ability To:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards for assigned programs.
- Prepare draft program policies and procedures for management approval.
- Chair and/or facilitate a diverse range of meetings with department staff and external coalitions with the goal of evaluating program effectiveness relative to goals and objectives and strategically determining options for any corrective measures needed.
- Coordinate services with internal departments, community organizations and other government agencies.
- Perform quantitative and qualitative analyses to evaluate assigned projects, programs, and activities.
- Establish program standards and evaluate performance.
- Prepare and conduct a variety of training programs, exercises, and drills related to emergency and disaster preparedness.
- Prepare statistical and narrative reports, presentations, and other written materials.
- Plan, assign and review the work of staff on a project basis.
- Remain calm, appropriately respond, and provide direction during emergency events.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain accurate records and files.
- Effectively represent the department and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL PHYSICAL REQUIREMENTS

- Mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various County sites; primarily a

sedentary office classification although standing in work areas and walking between work areas may be required; occasionally bend, stoop, kneel, reach, push and pull drawers.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 5

TYPICAL PHYSICAL REQUIREMENTS. continued

- open and closed to retrieve and file information; ability to lift, carry, push, and pull materials and objects up to 50 pounds.
- Vision to read printed materials and a computer screen.
- Hearing and speech to communicate in person and over the telephone.
- Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

Field Environment:

- Mobility to work in changing site conditions; to sit, stand and walk on level, uneven or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders and to operate a motor vehicle and visit various County sites.
- Strength and stamina to perform light to medium physical work; lift, carry, push and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.
- Vision to inspect site conditions and work in progress.
- Fieldwork requires frequent walking in operational areas to identify and respond to emergency situations or hazards, with exposure to hazardous materials in some site locations.

WORKING CONDITIONS

- Office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Also includes field work with exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, and biologic and infectious agents.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 6

Training, Education and Experience:

Bachelor's degree from an accredited college or university with major coursework in healthcare management, social sciences, public health, public administration, or a related field is preferred.

Three (3) years of increasingly responsible experience planning and executing emergency preparedness activities.

***Education may be substituted for years of experience in the preferred courses listed above.

Required Certifications: Successful completion of state and federally sponsored courses in disaster preparedness, response and recovery is highly desired, (i.e., ICS 300, ICS 400, ICS 700 certificates). If not, these training courses are required upon hire.

Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

All Plumas County employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER**DEFINITION**

Under direction, plans, coordinates, and implements County-wide public health emergency preparedness and supports Public Health Agency's hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County departments and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties as assigned. This is an on-call position.

During disasters or large-scale incidents, the Plumas County OES coordinates the overall response through the Emergency Operations Center (EOC). When activated, the OES provides a central location for responding and supporting agencies to collaborate response and recovery efforts to effectively and efficiently provide information and deploy resources.

DISTINQUISHING CHARACTERISTICS

This classification is responsible for independently performing professional duties in coordination of the County's public health emergency preparedness and response activities. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of OES mandates.

REPORTS TO

County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety

CLASSIFICATIONS DIRECTLY SUPERVISED

Lead role in coordinating with other positions related to emergency preparedness activities. Directs. Directs Emergency Operations Center staffing when EOC is activated.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 2

EXAMPLES OF DUTIES

Typical functions may include any of the following tasks, knowledge, abilities, and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks. Coordinates with Public Health Agency staff OES functions.

- Develops, coordinates, and maintains public health emergency preparedness and supports Public Health Agency hospital preparedness programs in accordance with federal, state, and local requirements.
- Coordinates with staff to develop, implement, and maintain public health emergency response plans, manuals, and standard operating procedures utilizing regulatory guidelines and requirements; ensures plans are integrated with the emergency response plans of other local agencies.
- Assists in developing annual and multi-year plans and budgets for assigned program(s); maintains fiscal records; monitors expenditures to ensure that spending is within budgeted limitations.
- Evaluates program effectiveness; recommends procedural changes to enhance program effectiveness and implements management directives.
- Coordinates various activities in the ongoing administration of the program including, but not limited to, drills, preparedness exercises and training for staff to ensure they are sufficiently prepared for emergency response operations; serves in a liaison capacity with other agencies during emergency operations.
- Serves as liaison to community consortiums, coalitions, and committees; facilitates meetings; schedules trainings and drills; advises groups on and accounts for program activities; determines strategies to expand and strengthen current partner and memberships.
- Assists Health Care Coalition (HCC) partners with emergency planning and disaster management; supports coalition members with supply requests according to budget requirements.
- Provides Incident Command (IC) support as department operations center manager; coordinates with command staff to address planning needs during a qualifying event; provides technical assistance to department staff related to roles and responsibilities during an emergency response.
- Coordinates ICS training and maintains tracking system of County staff participation and ICS certificates.
- Engages with diverse stakeholders to ensure public health emergency preparedness and response activities are inclusive and representative of culturally, socially, and economically diverse populations.
- Performs research and analysis related to emergency preparedness and response; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.
- Directs the maintenance of and/or maintains accurate records and files; prepares reports, correspondence, and a variety of written materials.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 3

EXAMPLES OF DUTIES, continued

- Provides technical and functional direction to assigned staff on projects or during an emergency event; oversees work activities to ensure they are conducted properly; provides training on program operations; provides information to management on staff performance.
- Networks with peers in other organizations to exchange and share information, tools, and best practices in the assigned program areas; makes recommendations to management on the adoption and implementation of current best practices.
- Performs related duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Operations and services and best practices of comprehensive public health emergency preparedness programs.
- Principles of program planning, implementation, and evaluation.
- Program logistics with respect to service delivery.
- Principles and practices of legal, ethical, and professional rules of conduct.
- Basic principles of budget monitoring and reporting.
- Principles and lead direction and training.
- Community demographics including socioeconomic and cultural factors.
- Principles and practices of grant administration.
- Principles of emergency preparedness and response.
- Methods and techniques of assessing training needs and evaluating program effectiveness including those related to multiple methods of adult learning and education.
- County, department, and program-specific policies and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Current trends and issues as they relate to public health emergency preparedness and response.
- Existing supply chains and alternate means of acquisition of supplies and personnel.
- Business mathematics.
- Research methods and data analysis.
- Principles and practices of record keeping.
- Principles and practices of business correspondence and technical report writing.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 4

Ability To:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards for assigned programs.
- Prepare draft program policies and procedures for management approval.
- Chair and/or facilitate a diverse range of meetings with department staff and external coalitions with the goal of evaluating program effectiveness relative to goals and objectives and strategically determining options for any corrective measures needed.
- Coordinate services with internal departments, community organizations and other government agencies.
- Perform quantitative and qualitative analyses to evaluate assigned projects, programs, and activities.
- Establish program standards and evaluate performance.
- Prepare and conduct a variety of training programs, exercises, and drills related to emergency and disaster preparedness.
- Prepare statistical and narrative reports, presentations, and other written materials.
- Plan, assign and review the work of staff on a project basis.
- Remain calm, appropriately respond, and provide direction during emergency events.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain accurate records and files.
- Effectively represent the department and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL PHYSICAL REQUIREMENTS

- Mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various County sites; primarily a sedentary office classification although standing in work areas and walking between work areas may be required; occasionally bend, stoop, kneel, reach, push and pull drawers.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 5

TYPICAL PHYSICAL REQUIREMENTS, continued

- open and closed to retrieve and file information; ability to lift, carry, push, and pull materials and objects up to 50 pounds.
- Vision to read printed materials and a computer screen.
- Hearing and speech to communicate in person and over the telephone.
- Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

Field Environment:

- Mobility to work in changing site conditions; to sit, stand and walk on level, uneven or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders and to operate a motor vehicle and visit various County sites.
- Strength and stamina to perform light to medium physical work; lift, carry, push and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.
- Vision to inspect site conditions and work in progress.
- Fieldwork requires frequent walking in operational areas to identify and respond to emergency situations or hazards, with exposure to hazardous materials in some site locations.

WORKING CONDITIONS

- Office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Also includes field work with exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, and biologic and infectious agents.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 6

Training, Education and Experience:

Bachelor's degree from an accredited college or university with major coursework in healthcare management, social sciences, public health, public administration, or a related field is preferred.

Three (3) years of increasingly responsible experience planning and executing emergency preparedness activities.

***Education may be substituted for years of experience in the preferred courses listed above.

Required Certifications: Successful completion of state and federally sponsored courses in disaster preparedness, response and recovery is highly desired, (i.e., ICS 300, ICS 400, ICS 700 certificates). If not, these training courses are required upon hire.

Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

All Plumas County employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker related training as assigned, and to return to work as ordered in the event of an emergency.

Selvage, Nancy

From: Rogers, Kristina
Sent: Friday, May 26, 2023 9:53 AM
To: Selvage, Nancy
Cc: Stuhr, Gretchen
Subject: 23-379

Revised OES Manager Classification Resolution

Gretchen approved; but we will need another copy for signature.

Thank you.

Kristina Rogers
Paralegal III / Office Manager
Deputy Clerk of the Board
Small Claims Advisor
Plumas County Counsel
(Temporary move)
1446 E. Main Street
Quincy, CA 95971
P (530) 283-6240 F (530)283-6116

PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195

CYNTHIA L. FROGGATT
ASSESSOR

Date: May 22, 2023

To: The Honorable Chair and Board of Supervisors

From: Cynthia L Froggatt, Assessor 

Subject: RE: ADOPT RESOLUTION APPOINTING CHARLES LEONHARDT, RETIRED ANNUNITANT, AS THE INTERIM CHIEF APPRAISER POSITION FOR ASSESSOR'S DEPARTMENT GOVERNMENT CODE SECTION 21221(h)

Recommendation:

Approve Resolution for Charles Leonhardt, Retired Annuitant, to work in the Assessor's Department as Chief Appraiser, 1.0 FTE vacant and funded position while this position is in recruitment.

Background and Discussion:

The Chief Appraiser position is vacant due to a resignation, effective June 2, 2023. This is a key position to the Assessor's department. The Assessor requests the Board's approval to recruit and fill the position of Chief Appraiser. This is a 1.0 FTE funded and allocated position in the Assessor's department. This position was recently vacated due to resignation, and we are recruiting to fill this position. To date there have been four (4) resignations in the appraiser positions. This is a critical situation to continue with the workload of the Assessor's department. Therefore, the need for Charles Leonhardt's expertise to assist with the workflow and additional training needed for the department is imperative.

Due to Chief Appraiser vacancy, it is imperative to temporarily fill this position with Charles Leonhardt as a retired annuitant. This position may be a challenge to fill due to the qualifying requirements to fill this position. Charles assistance in this position would provide training for new recruits and assist with keeping work status up to date. With current staffing levels, this office is unable to absorb this additional workload without falling behind in responsibilities. This position will allow our office to help train our two new Appraisers, an Appraiser I & an Appraiser II.

Thank you for your consideration in this matter.

Attachments:

CalPERS Retired Annuitant Resolution
Chief Appraiser Job Description

RESOLUTION NO. 2023- _____

**ADOPT RESOLUTION APPOINTING CHARLES LEONHARDT, RETIRED ANNUNITANT, AS
THE INTERIM CHIEF APPRAISER POSITION FOR ASSESSOR'S DEPARTMENT
GOVERNMENT CODE SECTION 21221(h)**

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Plumas County Board of Supervisors desires to appoint Charles Leonhardt as an interim appointment retired annuitant to the vacant position of Chief Appraiser for the Assessor under Gov. Code section 21221(h), effective June 14, 2023; and

WHEREAS, the Plumas County Board of Supervisors certify that Charles Leonhardt has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on June 13, 2023; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 15, 2024 (termination date of appointment); and

WHEREAS, the entire employment agreement, contract or appointment document between Charles Leonhardt and the Assessor has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to Charles Leonhardt will be \$32.01; and

WHEREAS, Charles Leonhardt has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Plumas County Board of Supervisors hereby certifies the nature of the employment of Charles Leonhardt as described herein and detailed in the attached Personnel Action Form (PAF) and that this appointment is necessary to fill the critically needed position of Chief Appraiser for the Assessor's Department by

June 14, 2023 due to Chief Appraiser vacancy, it is imperative to temporarily fill this position with Charles Leonhardt as a retired annuitant. This position may be a challenge to fill due to the qualifying requirements to fill this position.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Dwight Ceresola Chairperson, Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

CHIEF APPRAISER

DEFINITION

Under general direction, plans, organizes and directs the activities of the appraisal program of the County Assessor; may personally participate in unusual or complex appraisals; assists in the formulation of department policies; and other related work as required.

DISTINGUISHING CHARACTERISTICS

This position is responsible for evaluating appraisal standards, guidelines, techniques, and methods for conformance with policies, procedures, and applicable laws and regulations; develops working standards; and serves as an advisor to appraisal staff.

REPORTS TO

County Assessor.

CLASSIFICATION DIRECTLY SUPERVISED

Auditor/Appraiser I, II & III, Appraiser I, II, & III, and Appraiser Assistant.

CHIEF APPRAISER – 2

EXAMPLES OF DUTIES

- Researches, compiles, and analyzes information regarding office and field appraisals, work methods and techniques to determine the need for new programs, policies, procedures, and guidelines.
- Directs, oversees and participates in the development of the appraisal work plan.
- Assigns work activities, and projects.
- Monitor work flow.
- Review and evaluates subordinates.
- Has responsibility over the departments fleet of cars.
- Reviews and analyzes legislation, case law and other regulations which may effect the Assessor's Department.
- Assists in preparing policies, procedures and forms consistent with new laws.
- Communicates changes to other staff.
- Assists in preparing the appraisal budget.
- Assists in budget implementation.
- Prepares a variety of written reports and correspondence as needed.
- Assists in providing a variety of information to the public regarding property appraisal procedures, policies and methods.
- Answers the more technical questions regarding assessments.
- Prepares reports required by the state and federal law.
- Reviews appeal responses.
- Appears on behalf of the Assessor and testifies as an expert witness in appraisal and assessment matters.
- Provides vacation and temporary relief as needed.
- And to do other related work as required.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

CHIEF APPRAISER – 3

KNOWLEDGE OF

- Theories, principles, goals and objectives of rural, residential, and commercial property principles, terminologies and procedures.
- Provisions of State Constitution, Revenue and Taxation Code and other regulations pertaining to the assessment of real and personal property.
- Principles and practices of rural, residential, commercial, industrial, business, real and personal property appraisals.
- Principles and techniques of supervision and management.
- Computer applications as required of the work.

ABILITY TO

- Plan, prioritize, assign and evaluate the work of appraisal staff.
- Conduct employee training and development.
- Assemble and analyze appraisal data and determine factors affecting the valuation of real property.
- Prepare complex and detailed written and verbal reports.
- Analyze situations accurately and adopting the most effective course of action.
- Perform administrative work including budgeting.
- Establish and maintain effective working relationships with those contacted in the course of work.

TRAINING AND EXPERIENCE

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

Equivalent to a Bachelors degree with major coursework in areas of mathematics, statistics, economics, drafting, surveying, engineering, architecture, property management or a related field.

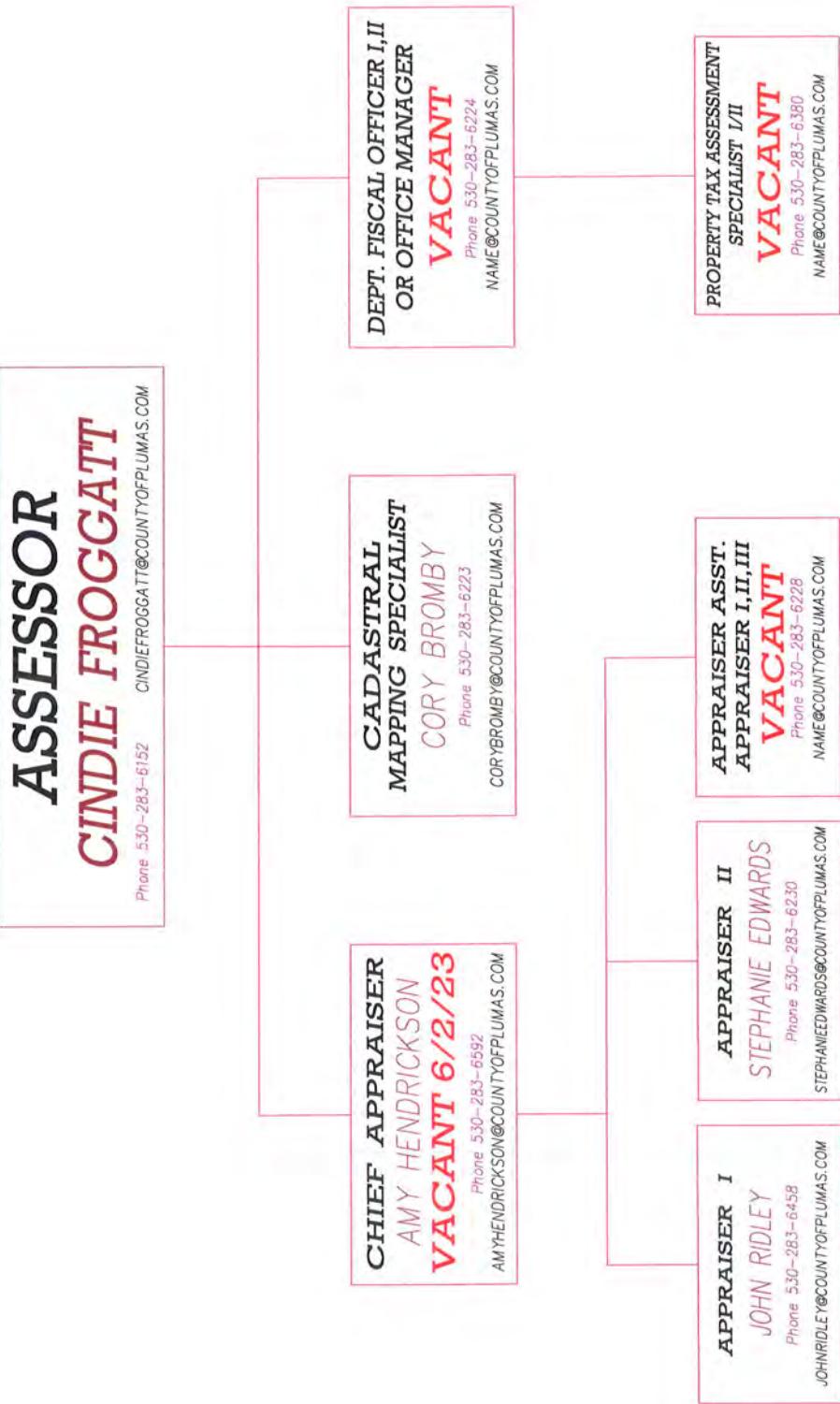
Experience related to the appraiser function which will have provided the knowledge and skills outlined above may be substituted for the education on a year to year basis.

Possession of an Advanced Appraiser's Certificate from the State Board of Equalization.

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

2023

ASSESSOR'S OFFICE ORGANIZATIONAL CHART



PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195



CYNTHIA L. FROGGATT
ASSESSOR

Date: May 22, 2023

To: The Honorable Chair and Board of Supervisors

From: Cynthia L. Froggatt, Assessor *CF*

Subject: RE: Approve and authorize the Assessor to recruit and fill funded and allocated 1.0 FTE Chief Appraiser position due to resignation.

Recommendation:

The Assessor requests the Board's approval to recruit and fill the position of Chief Appraiser. This is a 1.0 FTE funded and allocated position in the Assessor's department. This position was recently vacated due to resignation, and we are requested to recruit to fill this position.

Background and Discussion:

The Chief Appraiser position is vacant due to a resignation, effective June 2, 2023. This is a key position to the Assessor's department. We are asking for approval to recruit this position.

Thank you for your consideration in this matter.

Attachments:

Chief Appraiser Job Description
Critical Staffing Questionnaire
Assessor Organizational Chart

CHIEF APPRAISER

DEFINITION

Under general direction, plans, organizes and directs the activities of the appraisal program of the County Assessor; may personally participate in unusual or complex appraisals; assists in the formulation of department policies; and other related work as required.

DISTINGUISHING CHARACTERISTICS

This position is responsible for evaluating appraisal standards, guidelines, techniques, and methods for conformance with policies, procedures, and applicable laws and regulations; develops working standards; and serves as an advisor to appraisal staff.

REPORTS TO

County Assessor.

CLASSIFICATION DIRECTLY SUPERVISED

Auditor/Appraiser I, II & III, Appraiser I, II, & III, and Appraiser Assistant.

CHIEF APPRAISER – 2

EXAMPLES OF DUTIES

- Researches, compiles, and analyzes information regarding office and field appraisals, work methods and techniques to determine the need for new programs, policies, procedures, and guidelines.
- Directs, oversees and participates in the development of the appraisal work plan.
- Assigns work activities, and projects.
- Monitor work flow.
- Review and evaluates subordinates.
- Has responsibility over the departments fleet of cars.
- Reviews and analyzes legislation, case law and other regulations which may effect the Assessor's Department.
- Assists in preparing policies, procedures and forms consistent with new laws.
- Communicates changes to other staff.
- Assists in preparing the appraisal budget.
- Assists in budget implementation.
- Prepares a variety of written reports and correspondence as needed.
- Assists in providing a variety of information to the public regarding property appraisal procedures, policies and methods.
- Answers the more technical questions regarding assessments.
- Prepares reports required by the state and federal law.
- Reviews appeal responses.
- Appears on behalf of the Assessor and testifies as an expert witness in appraisal and assessment matters.
- Provides vacation and temporary relief as needed.
- And to do other related work as required.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

CHIEF APPRAISER – 3

KNOWLEDGE OF

- Theories, principles, goals and objectives of rural, residential, and commercial property principles, terminologies and procedures.
- Provisions of State Constitution, Revenue and Taxation Code and other regulations pertaining to the assessment of real and personal property.
- Principles and practices of rural, residential, commercial, industrial, business, real and personal property appraisals.
- Principles and techniques of supervision and management.
- Computer applications as required of the work.

ABILITY TO

- Plan, prioritize, assign and evaluate the work of appraisal staff.
- Conduct employee training and development.
- Assemble and analyze appraisal data and determine factors affecting the valuation of real property.
- Prepare complex and detailed written and verbal reports.
- Analyze situations accurately and adopting the most effective course of action.
- Perform administrative work including budgeting.
- Establish and maintain effective working relationships with those contacted in the course of work.

TRAINING AND EXPERIENCE

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

Equivalent to a Bachelors degree with major coursework in areas of mathematics, statistics, economics, drafting, surveying, engineering, architecture, property management or a related field.

Experience related to the appraiser function which will have provided the knowledge and skills outlined above may be substituted for the education on a year to year basis.

Possession of an Advanced Appraiser's Certificate from the State Board of Equalization.

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

2023

ASSESSOR'S OFFICE ORGANIZATIONAL CHART

ASSESSOR

CINDIE FROGGATT

Phone 530-283-5152 CINDIEFROGGATT@COUNTYOFPLUMAS.COM

CHIEF APPRAISER

AMY HENDRICKSON

VACANT 6/2/23

Phone 530-283-6592

AMYHENDRICKSON@COUNTYOFPLUMAS.COM

CADASTRAL MAPPING SPECIALIST

CORY BROMBY

Phone 530-283-5223

CORYBROMBY@COUNTYOFPLUMAS.COM

DEPT. FISCAL OFFICER I,II OR OFFICE MANAGER

VACANT

Phone 530-283-5224

NAME@COUNTYOFPLUMAS.COM

APPRAISER I

JOHN RIDLEY

Phone 530-283-6458

JOHNRIDLEY@COUNTYOFPLUMAS.COM

APPRAISER II

STEPHANIE EDWARDS

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STEPHANIEEDWARDS@COUNTYOFPLUMAS.COM

APPRAISER ASST. APPRAISER I,II,III

VACANT

Phone 530-283-6228

NAME@COUNTYOFPLUMAS.COM

PROPERTY TAX ASSESSMENT SPECIALIST VII

VACANT

Phone 530-283-5230

NAME@COUNTYOFPLUMAS.COM



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: June 13, 2023

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

Recommendation:

Adopt a **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN Limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2023/24.

Background and Discussion:

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2023/24 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

<https://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2023.pdf>

Action:

I respectfully request that the resolution to establish the Special Districts governed by the Board and the County, spending limits be adopted as written.

Fiscal Impact:

NA

Attachments:

1. 23-435 FINAL
2. PROP 4 GANN (2)

RESOLUTION NO. 23-

A Resolution establishing Fiscal Year 2023/2024 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2023/2024; and has prepared the applicable statements showing the calculation, and such statements are available for public review.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2023/2024; and

BE IT FURTHER RESOLVED that the appropriations limit for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 40,599,399
Quincy Lighting	\$ 152,183
CSA #11 (Ambulance)	\$ 82,151
Beckwourth CSA	\$ 23,659

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void, or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

The foregoing, Resolution No. 23- was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 13th day of June 2023 by the following vote:

RESOLUTION NO. 23-

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	<u>Percent Change</u> <u>2022-2023</u>	<u>--- Population Minus Exclusions ---</u> <u>1-1-22</u>	<u>1-1-23</u>	<u>Total</u> <u>Population</u> <u>1-1-2023</u>
Plumas				
Portola	-1.64	2,129	2,094	2,094
Unincorporated	-1.18	17,103	16,902	16,902
County Total	-1.23	19,232	18,996	18,996

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Plumas County

Prop 4 Calculations

January 1, 2023 to January 1, 2024

California Department of Finance Per Capita	4.44	+	100	=	1.0444	₁
Percentage change over prior year			100			
Plumas County	(1.23)	+	100	=	0.9877	₂
Population Percentage Change			100			

| **Calculation of Factor for FY 2023/24** | | | | | **1.0316** | _{1 x 2} |

Prop 4 Spending Limits-Revision

FY 2023/24

Jurisdiction	County FY22/23 Limit	County FY 2023/24 Factor	County FY 2023/24 Limit	District FY 2023/24 Limit
Plumas County	\$ 39,355,757	1.0316	\$ 40,599,399	
Crescent Mills Lighting	\$ -	1.0316	\$ -	
Quincy Lighting	\$ 147,521	1.0316	\$ 152,183	
West Almanor CSD	\$ 906,723	1.0316	\$ 935,376	
CSA #8 Water	\$ -	1.0316	\$ -	
Plumas Eureka CSD	\$ 83,206	1.0316	\$ 85,835	
CSA #11	\$ 79,634	1.0316	\$ 82,151	
Beckwourth CSA	\$ 22,934	1.0316	\$ 23,659	
Indian Valley CSD	\$ 23,815	1.0316	\$ 24,568	
P.C. Flood Control	\$ -	1.0316	\$ -	
Greenhorn Creek CSD	\$ 121,315	1.0316	\$ 125,149	
Prattville-Almanor Fire	\$ 98,431	1.0316	\$ 101,541	
Beckwourth Fire	\$ 51,301	1.0316	\$ 52,922	
Chester Fire	\$ 387,772	1.0316	\$ 400,025	
Crescent Mills Fire	\$ 388,753	1.0316	\$ 401,038	
Graeagle Fire	\$ 209,455	1.0316	\$ 216,073	
Hamilton Branch Fire	\$ 514,472	1.0316	\$ 530,730	
Laporte Fire	\$ 34,926	1.0316	\$ 36,030	
Meadow Valley Fire	\$ 149,138	1.0316	\$ 153,850	
Peninsula Fire	\$ 421,221	1.0316	\$ 434,531	
Quincy Fire	\$ 681,362	1.0316	\$ 702,893	
Sierra Valley Fire	\$ 134,091	1.0316	\$ 138,329	
Indian Valley CSD	\$ 191,958	1.0316	\$ 198,024	
Eastern Plumas Rural Fire	\$ 152,884	1.0316	\$ 157,716	
Chester Cemetery	\$ -	1.0316	\$ -	
Crescent Mills Cemetery	\$ -	1.0316	\$ -	
Cromberg Cemetery	\$ -	1.0316	\$ -	
Greenville Cemetery	\$ -	1.0316	\$ -	
Meadow Valley Cemetery	\$ -	1.0316	\$ -	
Mohawk Valley Cemetery	\$ -	1.0316	\$ -	
Portola Cemetery	\$ -	1.0316	\$ -	
Quincy Cemetery	\$ 409,387	1.0316	\$ 422,323	
Taylorsville Cemetery	\$ -	1.0316	\$ -	
Central Plumas Rec.	\$ 1,157,610	1.0316	\$ 1,194,190	
Johnsville PUD	\$ 159,878	1.0316	\$ 164,930	
Graeagle CSD	\$ 34,698	1.0316	\$ 35,795	
Greenville CSD	\$ 723,066	1.0316	\$ 745,914	
IV Soil Conser.	\$ -	1.0316	\$ -	
La Porte Cemetery	\$ -	1.0316	\$ -	
Air Pollution Control	\$ -	1.0316	\$ -	
CSA #12	\$ -	1.0316	\$ -	
Sierra Valley Ground Water	\$ -	1.0316	\$ -	
Feather River Canyon CSD	\$ -	1.0316	\$ -	
Totals	\$ 46,641,308		\$ 48,115,173	

Plumas County**Prop 4 Spending Limit-Revision
FY 2023/24***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0444

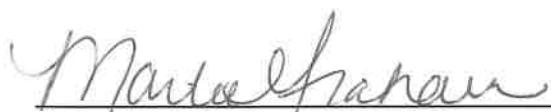
X

Population Growth from

01/01/22-01/01/23 0.9877

Growth Factor FY 2022/23 1.0316

FY 2023/24 Prop 4 Spending Limit \$ 39,355,757

FY 2023/24 Prop 4 Spending Limit \$ 40,599,399

Martee Graham

Auditor / Controller

Quincy Lighting

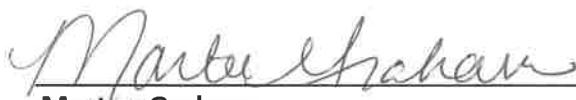
Prop 4 Spending Limit-Revision FY 2023/24

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0444
X	
Population Growth from	
<u>01/01/22-01/01/23</u>	0.9877
Growth Factor FY 2022/23	1.0316

FY 2023/24 Prop 4 Spending Limit \$ 147,521

FY 2023/24 Prop 4 Spending Limit \$ 152,183



Martee Graham
Auditor / Controller

CSA #11**Prop 4 Spending Limit-Revision
FY 2023/24***Growth Factor:*

Per Capita Personal Income

Change from Prior Year 1.0444

X

Population Growth from

01/01/22-01/01/23 0.9877

Growth Factor FY 2022/23 1.0316

FY 2023/24 Prop 4 Spending Limit \$ 79,634

FY 2023/24 Prop 4 Spending Limit \$ 82,151

Martee Graham

Auditor / Controller

Beckwourth CSA**Prop 4 Spending Limit-Revision
FY 2023/24***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0444
X	
Population Growth from	
<u>01/01/22-01/01/23</u>	0.9877
Growth Factor FY 2022/23	1.0316
 FY 2023/24 Prop 4 Spending Limit	\$ 22,934

FY 2023/24 Prop 4 Spending Limit	\$ 23,659
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Martee Graham**Auditor / Controller**

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: May 23, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 6,2023

RE: APPPROVE RESOLUTION ADOPTING REVISED PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES - OES MANAGER JOB CLASSIFICATION

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached resolution approving revised job classification, OES Manager. This position was recently approved by resolution but to ensure it is clear the expectation of this position we have revised it with additional clarifying language. See Exhibit A - job description with mark ups.

BACKGROUND AND DISCUSSIONS

This position directs County wide emergency preparedness, disaster and emergency response, and post emergency functions. This position is the lead role for all OES actions and is an on-call position. This position coordinates with Public Health Agency staff on all OES functions but is the lead role for OES.

This position will report to the County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety.

Thank you for your consideration in this matter.

Attachments:

- Resolution
- Exhibit A - Office of Emergency Services - OES Manager updated Job Description with mark-ups.
- Exhibit B - Job Description

RESOLUTION NO. 2023 -

**APPROVE RESOLUTION ADOPTING REVISED PLUMAS COUNTY OFFICE
OF EMERGENCY SERVICES – OES MANAGER JOB CLASSIFICATION**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Human Resources Director has updated and attached in Exhibit A the job classification for the Office of Emergency Services – OES Manager, base wage of \$27.50 an hour; and

WHEREAS, the Board of Supervisors have moved the Emergency Services functions and funding from the Sheriff Office to be allocated under the direction of the Director of Risk Management & Safety; and

WHEREAS, it is recommended the position is in the Confidential Unit and has met the meet and confer obligation.

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

Approve the updated changes for clarification to the job description for the Plumas County Office of Emergency Services – OES Manager Job Classification.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of June 2023 by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST:

Dwight Ceresola, Chair, Board of Supervisors

Exhibit A

PLUMAS COUNTY

NEW: 03/2023

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER

DEFINITION

Under direction, plans, coordinates, and implements County-wide public health emergency preparedness and supports Public Health Agency hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County departments and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties as assigned. This is an on-call position.

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During disasters or large-scale incidents, the Plumas County OES coordinates the overall response through the Emergency Operations Center (EOC). When activated, the EOC-OES provides a central location for responding and supporting agencies to collaborate response and recovery efforts to effectively and efficiently provide information and deploy resources.

DISTINGUISHING CHARACTERISTICS

This classification is responsible for independently performing professional duties in coordination of the County's public health emergency preparedness and response activities. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit OES mandates.

REPORTS TO

County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety

CLASSIFICATIONS DIRECTLY SUPERVISED

Lead role in coordinating with other positions related to emergency preparedness activities, may direct Emergency Operations Center staffing when EOC is activated.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 2

EXAMPLES OF DUTIES

Typical functions may include any of the following tasks, knowledge, abilities, and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, OES position-specific tasks. Coordinates with Public Health Agency staff OES functions.

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- Develops, coordinates, and maintains public health emergency preparedness and supports Public Health Agency hospital preparedness programs in accordance with federal, state, and local requirements.
- Coordinates with staff to develop, implement, and maintain public health emergency response plans, manuals, and standard operating procedures utilizing regulatory guidelines and requirements; ensures plans are integrated with the emergency response plans of other local agencies.
- Assists in developing annual and multi-year plans and budgets for assigned program(s); maintains fiscal records; monitors expenditures to ensure that spending is within budgeted limitations.
- Evaluates program effectiveness; recommends procedural changes to enhance program effectiveness and implements management directives.
- Coordinates various activities in the ongoing administration of the program including, but not limited to, drills, preparedness exercises and training for staff to ensure they are sufficiently prepared for emergency response operations; serves in a liaison capacity with other agencies during emergency operations.
- Serves as liaison to community consortiums, coalitions, and committees; facilitates meetings; schedules trainings and drills; advises groups on and accounts for program activities; determines strategies to expand and strengthen current partner and memberships.
- Assists Health Care Coalition (HCC) partners with emergency planning and disaster management; supports coalition members with supply requests according to budget requirements.
- Provides Incident Command (IC) support as department operations center manager; coordinates with command staff to address planning needs during a qualifying event; provides technical assistance to department staff related to roles and responsibilities during an emergency response.
- Coordinates ICS training and maintains tracking system of County staff participation and ICS certificates.
- Engages with diverse stakeholders to ensure public health emergency preparedness and response activities are inclusive and representative of culturally, socially, and economically diverse populations.
- Performs research and analysis related to emergency preparedness and response; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.

- Directs the maintenance of and/or maintains accurate records and files; prepares reports, correspondence, and a variety of written materials.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 3

EXAMPLES OF DUTIES, continued

- Provides technical and functional direction to assigned staff on projects or during an emergency event; oversees work activities to ensure they are conducted properly; provides training on program operations; provides information to management on staff performance.
- Networks with peers in other organizations to exchange and share information, tools, and best practices in the assigned program areas; makes recommendations to management on the adoption and implementation of current best practices.
- Performs related duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Operations and services and best practices of comprehensive public health emergency preparedness programs.
- Principles of program planning, implementation, and evaluation.
- Program logistics with respect to service delivery.
- Principles and practices of legal, ethical, and professional rules of conduct.
- Basic principles of budget monitoring and reporting.
- Principles and lead direction and training.
- Community demographics including socioeconomic and cultural factors.
- Principles and practices of grant administration.
- Principles of emergency preparedness and response.
- Methods and techniques of assessing training needs and evaluating program effectiveness including those related to multiple methods of adult learning and education.
- County, department, and program-specific policies and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Current trends and issues as they relate to public health emergency preparedness and response.
- Existing supply chains and alternate means of acquisition of supplies and personnel.
- Business mathematics.
- Research methods and data analysis.
- Principles and practices of record keeping.
- Principles and practices of business correspondence and technical report writing.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 4

Ability To:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards for assigned programs.
- Prepare draft program policies and procedures for management approval.
- Chair and/or facilitate a diverse range of meetings with department staff and external coalitions with the goal of evaluating program effectiveness relative to goals and objectives and strategically determining options for any corrective measures needed.
- Coordinate services with internal departments, community organizations and other government agencies.
- Perform quantitative and qualitative analyses to evaluate assigned projects, programs, and activities.
- Establish program standards and evaluate performance.
- Prepare and conduct a variety of training programs, exercises, and drills related to emergency and disaster preparedness.
- Prepare statistical and narrative reports, presentations, and other written materials.
- Plan, assign and review the work of staff on a project basis.
- Remain calm, appropriately respond, and provide direction during emergency events.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain accurate records and files.
- Effectively represent the department and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL PHYSICAL REQUIREMENTS

- Mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various County sites; primarily a

sedentary office classification although standing in work areas and walking between work areas may be required; occasionally bend, stoop, kneel, reach, push and pull drawers.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 5

TYPICAL PHYSICAL REQUIREMENTS. continued

- open and closed to retrieve and file information; ability to lift, carry, push, and pull materials and objects up to 50 pounds.
- Vision to read printed materials and a computer screen.
- Hearing and speech to communicate in person and over the telephone.
- Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

Field Environment:

- Mobility to work in changing site conditions; to sit, stand and walk on level, uneven or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders and to operate a motor vehicle and visit various County sites.
- Strength and stamina to perform light to medium physical work; lift, carry, push and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.
- Vision to inspect site conditions and work in progress.
- Fieldwork requires frequent walking in operational areas to identify and respond to emergency situations or hazards, with exposure to hazardous materials in some site locations.

WORKING CONDITIONS

- Office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Also includes field work with exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, and biologic and infectious agents.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 6

Training, Education and Experience:

Bachelor's degree from an accredited college or university with major coursework in healthcare management, social sciences, public health, public administration, or a related field is preferred.

Three (3) years of increasingly responsible experience planning and executing emergency preparedness activities.

***Education may be substituted for years of experience in the preferred courses listed above.

Required Certifications: Successful completion of state and federally sponsored courses in disaster preparedness, response and recovery is highly desired, (i.e., ICS 300, ICS 400, ICS 700 certificates). If not, these training courses are required upon hire.

Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

All Plumas County employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER**DEFINITION**

Under direction, plans, coordinates, and implements County-wide public health emergency preparedness and supports Public Health Agency's hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County departments and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties as assigned. This is an on-call position.

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REPORTS TO

County Administrative Officer and Board of Supervisors through the Director of Risk Management & Safety

CLASSIFICATIONS DIRECTLY SUPERVISED

Lead role in coordinating with other positions related to emergency preparedness activities. Directs. Directs Emergency Operations Center staffing when EOC is activated.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 2

EXAMPLES OF DUTIES

Typical functions may include any of the following tasks, knowledge, abilities, and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks. Coordinates with Public Health Agency staff OES functions.

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- Coordinates ICS training and maintains tracking system of County staff participation and ICS certificates.
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- Performs research and analysis related to emergency preparedness and response; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.
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PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 3

EXAMPLES OF DUTIES, continued

- Provides technical and functional direction to assigned staff on projects or during an emergency event; oversees work activities to ensure they are conducted properly; provides training on program operations; provides information to management on staff performance.
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DESIRABLE QUALIFICATIONS

Knowledge of:

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- Principles and practices of grant administration.
- Principles of emergency preparedness and response.
- Methods and techniques of assessing training needs and evaluating program effectiveness including those related to multiple methods of adult learning and education.
- County, department, and program-specific policies and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Current trends and issues as they relate to public health emergency preparedness and response.
- Existing supply chains and alternate means of acquisition of supplies and personnel.
- Business mathematics.
- Research methods and data analysis.
- Principles and practices of record keeping.
- Principles and practices of business correspondence and technical report writing.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 4

Ability To:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards for assigned programs.
- Prepare draft program policies and procedures for management approval.
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- Establish program standards and evaluate performance.
- Prepare and conduct a variety of training programs, exercises, and drills related to emergency and disaster preparedness.
- Prepare statistical and narrative reports, presentations, and other written materials.
- Plan, assign and review the work of staff on a project basis.
- Remain calm, appropriately respond, and provide direction during emergency events.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Maintain accurate records and files.
- Effectively represent the department and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL PHYSICAL REQUIREMENTS

- Mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various County sites; primarily a sedentary office classification although standing in work areas and walking between work areas may be required; occasionally bend, stoop, kneel, reach, push and pull drawers.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 5

TYPICAL PHYSICAL REQUIREMENTS, continued

- open and closed to retrieve and file information; ability to lift, carry, push, and pull materials and objects up to 50 pounds.
- Vision to read printed materials and a computer screen.
- Hearing and speech to communicate in person and over the telephone.
- Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

Field Environment:

- Mobility to work in changing site conditions; to sit, stand and walk on level, uneven or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders and to operate a motor vehicle and visit various County sites.
- Strength and stamina to perform light to medium physical work; lift, carry, push and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.
- Vision to inspect site conditions and work in progress.
- Fieldwork requires frequent walking in operational areas to identify and respond to emergency situations or hazards, with exposure to hazardous materials in some site locations.

WORKING CONDITIONS

- Office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances.
- Also includes field work with exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, hazardous physical substances and fumes, and biologic and infectious agents.
- Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES – OES MANAGER - 6

Training, Education and Experience:

Bachelor's degree from an accredited college or university with major coursework in healthcare management, social sciences, public health, public administration, or a related field is preferred.

Three (3) years of increasingly responsible experience planning and executing emergency preparedness activities.

***Education may be substituted for years of experience in the preferred courses listed above.

Required Certifications: Successful completion of state and federally sponsored courses in disaster preparedness, response and recovery is highly desired, (i.e., ICS 300, ICS 400, ICS 700 certificates). If not, these training courses are required upon hire.

Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

All Plumas County employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker related training as assigned, and to return to work as ordered in the event of an emergency.

Selvage, Nancy

From: Rogers, Kristina
Sent: Friday, May 26, 2023 9:53 AM
To: Selvage, Nancy
Cc: Stuhr, Gretchen
Subject: 23-379

Revised OES Manager Classification Resolution

Gretchen approved; but we will need another copy for signature.

Thank you.

Kristina Rogers
Paralegal III / Office Manager
Deputy Clerk of the Board
Small Claims Advisor
Plumas County Counsel
(Temporary move)
1446 E. Main Street
Quincy, CA 95971
P (530) 283-6240 F (530)283-6116



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: June 13, 2023

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

Recommendation:

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

Background and Discussion:

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

Action:

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

Fiscal Impact:

Funding for this training will come from the LACTF funds.

Attachments:

1. 23-250 FINAL

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

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

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

Signatures on following page.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date signed:

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

By: _____

Name: Dwight Ceresola

Title: Chair of the Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Approved as to form:



5/25/2023

Gretchen Stuhr
Plumas County Counsel



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

Sales Quotation For:

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

Professional Services

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

Summary

Total Tyler License Fees

2023-389282-Z2T5N1

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

CONFIDENTIAL

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

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

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

thereafter in accord with the Agreement.

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

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

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

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

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

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

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

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

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



PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: June 13, 2023

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

Recommendation:

Adopt the attached Senate Bill 1 Proposed Project List for FY 23/24 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be \$2,675,016 for Plumas County for FY 23/24. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. This fiscal year agencies providing their adopted RMRA lists to the CTC by July 1 will be eligible for allocations beginning in July of 2023. The actual payments will begin two months in arrears (September 2023).

Background and Discussion:

Background

SB 1 dedicated approximately \$1.5 billion per year in new formula revenues apportioned by the State Controller (Controller) to cities and counties for basic road maintenance, rehabilitation, and/or critical safety projects on the local streets and roads system.

To be eligible to receive funding from the Controller, each year, cities and counties must submit a proposed project list adopted at a regular meeting by their board or council that is then submitted to the California Transportation Commission (Commission). Once reviewed and adopted by the Commission, the list of eligible cities and counties to receive funding is sent to the Controller to begin the apportionment process for that fiscal year.

RMRA estimates over the initial 10-year life of SB1 were provided by CSAC and Department of Finance in 2017 (except where noted). To date, overall RMRA revenues have exceeded the estimates.

RMRA Funding to Date

FY	State's RMRA Estimates	RMRA Actuals to date	Plumas Allocations Pavement Materials (Hot Mix Asphalt, Cold Mix, and Chip Seal	Plumas Allocations to Bridge, Materials Culverts, Other non- Asphalt, Cold pavement Mix, and Chip Seal	Plumas Allocations to Maintenance & Operations Other non- Asphalt, Cold pavement Mix, and Chip Seal	Plumas Allocations to Bike/Ped Projects	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.

			Materials)			
17/18	\$780,000	\$770,140	\$366,000	100,000		\$314,000
18/19	\$1,790,000	\$2,039,933			\$2,039,933	
19/20	\$1,859,348	\$1,933,298	\$420,000	\$360,000	\$363,298	\$790,000
20/21	\$1,997,037	\$2,074,874	\$645,000		\$1,239,874	\$190,000
21/22	\$2,152,576	\$2,238,588	\$645,000		\$1,021,216	\$540,000
22/23	\$2,353,136	*\$1,811,386	\$550,000		\$1,848,170	\$140,000
23/24	**\$2,675,016		\$700,000		\$1,975,016	

* Partial FY 22/23 through May 2023 (9 months of allocations)

** Dept. of Finance/CSAC Budget Estimate 5/24/23

RMRA funds are collected and disbursed on a different schedule than regular gas tax (HUTA). Revenues come to local agencies two months after collection by the State. Nine out of the twelve scheduled payments have been received thus far.

CSAC distributed revised RMRA estimates for FY 22/23 and FY 23/24 in January and again on May 23rd. The State's May estimate for RMRA FY 22/23 revenues is now \$2,353,136 (\$112,697 under the amount adopted by the Board in June of last year).

Proposed FY 23/24 RMRA Allocations

FY	State's RMRA Estimate	Plumas Allocations to Pavement Treatment Projects	Plumas Allocations to PW Staffing, Maintenance & Operations
23/24	*\$2,675,016	\$700,000 Part of RMRA Project #25	\$1,975,016 Part of RMRA Project #25

*Dept. of Finance/CSAC Budget Estimate 5/23/23

1. Proposed Pavement Projects

The PMS program (StreetSaver) is used for project identification and selection initially and is based on the following parameters :

1. \$900,000 budget to be funded from RMRA for preventative maintenance including labor, equipment and materials.
2. An 8% average annual inflation rate and a 4.5% annual interest rate was assigned to account for the current forecast for economic conditions over the next year.

The PMS system works off randomly selected inspection locations collected over time so the program output always needs to be reviewed in the field for actual pavement conditions at proposed project sites. When reviewing potential projects, staff also considers the amount of pavement repair work that is needed on the roads selected prior to implementing a chip seal or an overlay and whether or not that work is in progress or still needs to be scheduled.

FY 23-24 Total Proposed Pavement Materials = \$700,000 (chip seals, thin overlays and dig-outs of failed pavements in spot locations). Pavement repairs will focus on local surface streets in the Chester and Quincy Maintenance Areas as well as spot locations on County Route A23 and Harriet Lane in Sierra Valley.

Maintenance & Operations

The Department's recommendation for FY 23/24 is for RMRA funding for labor, equipment, and materials costs for the following maintenance categories:

Maintenance Category #2 - Pavement Patching and Pavement Materials – Countywide
Purchase of Patching Materials (Hot Mix Asphalt, Cold Mix Asphalt and Winter Mix Patch), Labor and Equipment - \$900,000

Maintenance Category #3 – Drainage Maintenance, Culvert Materials and culvert repairs – including anticipated storm damage repairs, Labor and Equipment - Countywide - \$700,000

Maintenance Category #4 - Brushing/Limbing/Mowing – Countywide – for vehicle clearances, sight distance improvements and to reduce roadside fuels - \$350,000

Maintenance Category #5 – Striping and Pavement Marking Materials, Restriping County Roads including pavement markings and sign replacements, Labor and Equipment - Countywide - \$350,000

Maintenance Category #6 – Winter De-icing Sand and Deicing Salt, Labor and Equipment - Countywide - \$150,000

Maintenance Category #BRM - Bridge Preventative Maintenance including repairs to bridge decks, railings, abutment seats, joint seals, and scour prevention, Labor and Equipment - Countywide - \$225,016

FY 23-24 Total Proposed for Maintenance and Operations = \$2,675,016

FY 23-24 Total Proposed for Public Works Staffing, Maintenance and Operations = \$2,675,016

Action:

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

Fiscal Impact:

No impact to the General Fund will result from the recommended actions. The RMRA funds will be included in the FY 23/24 Budget for the Department. These revenues are estimated to be expended over fiscal years FY 23/24 and FY 24/25 depending upon the rate of disbursement by the SCO, construction schedules and weather.

Attachments:

1. Resolution
2. FY22-23 Revenue Estimates
3. FY23-24 Revenue Estimates

RESOLUTION NO. _____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24

FUNDED BY

SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Plumas County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Plumas County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Plumas County, will receive an estimated \$2,675,016 in RMRA funding in Fiscal Year 2023-24 from SB 1 based upon the revised estimates issued by the Department of Finance and CSAC on May 24, 2023; and

WHEREAS, this is the seventh year in which the Plumas County is receiving SB 1 funding and this will enable the Plumas County to continue essential, basic road maintenance and operations, rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Plumas County has undergone a robust public process to ensure public input into our community's transportation priorities in cooperation with the Plumas County Transportation Commission in the completion of the 2020 Regional Transportation Plan including public meetings in the communities of Chester, Greenville, Quincy, Graeagle and Portola; and

WHEREAS, the Plumas County uses the StreetSaver Pavement Management System to assist in the development of cost effective pavement repair strategies, and

WHEREAS, the Plumas County follows California Air Resources Board (CARB) diesel emission reduction requirements to develop the Department's schedule of fleet replacement, and

WHEREAS, the funding from SB 1 will help the Plumas County maintain and rehabilitate the existing 680 miles of roadways and 90 bridges throughout the Plumas County over the coming fiscal year and beyond; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment found that the Plumas County's streets and roads are in an "at risk" condition and this revenue will help us maintain the overall quality of our road system and over the next decade will move our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in maintaining our existing local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure where feasible, and using new technology, materials and practices where feasible, will have significant benefits all users of the Plumas County Road System.

WHEREAS, the SB 1 project list has been adjusted due to the pending El Nino winter forecast and the potential for further damages to the County Roads within the Dixie Fire footprint in order to adopt a program that is fiscally sound and most flexible for Plumas County's Road Department potential needs.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Plumas County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Plumas County RMRA Project #25 Title: Public Works Staffing, Maintenance and Operations

Project Description: This project will include: costs of maintaining sufficient, trained Public Works staffing, repair and servicing of Public Works equipment, procurement of road maintenance and rehabilitation materials, procurement of Public Works safety materials and gear and the costs of operations and repairs of Maintenance Yards. This project will include all aspects of maintaining county roadways including roadway surface repairs, repairing culverts and reforming drainages to accommodate storm runoff, removing hazard trees, removing vegetation to improve sight distances and clearances for vehicles for safety, striping and pavement markings, and repairs and replacements of signs and guardrails including any necessary Dixie Fire repairs that are unreimbursed by FEMA and Cal-OES, such as fire-damaged pavement repairs, removal of landslides and debris flows stemming from the Dixie Fire.

Project Location: Countywide - Quincy, Chester, Greenville, Graeagle, Beckwourth, La Porte Maintenance Districts

Estimated Project Schedule: Start (07/01/23)– Completion (09/30/24) based on the component being funded with RMRA funds

Estimated Project Useful Life: 1-10 years

RMRA Allocation: \$2,675,016

PASSED AND ADOPTED by the Board of Supervisors of Plumas County, State of California this 13th day of June, 2023, by the following vote:

AYES:

SUPERVISORS:

NOES:

SUPERVISORS:

ABSTAIN/ABSENT:

SUPERVISORS:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

County HUTA and RMRA Revenue Estimates - FY 2022-23

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$8,001,370	\$13,337,776	\$6,074,352	\$403,616	\$20,892,129	\$48,709,244
ALPINE	\$155,294	\$289,408	\$137,112	\$20,767	\$405,482	\$1,008,064
AMADOR	\$781,224	\$700,859	\$514,902	\$188,865	\$2,039,829	\$4,225,679
BUTTE	\$2,613,041	\$2,382,570	\$1,722,247	\$399,361	\$6,822,829	\$13,940,048
CALAVERAS	\$1,181,920	\$992,536	\$779,000	\$317,606	\$3,086,074	\$6,357,136
COLUSA	\$924,314	\$609,382	\$609,213	\$114,101	\$2,413,448	\$4,670,459
CONTRA COSTA	\$6,750,953	\$10,818,916	\$5,166,507	\$868,749	\$17,627,204	\$41,232,329
DEL NORTE	\$478,730	\$323,278	\$315,529	\$109,107	\$1,249,997	\$2,476,641
EL DORADO	\$2,494,698	\$3,558,772	\$1,928,061	\$802,885	\$6,513,829	\$15,298,245
FRESNO	\$8,757,972	\$9,384,732	\$5,772,354	\$1,169,616	\$22,867,668	\$47,952,343
GLENN	\$1,123,200	\$745,625	\$740,298	\$136,119	\$2,932,752	\$5,677,994
HUMBOLDT	\$2,122,154	\$1,656,647	\$1,398,706	\$377,265	\$5,541,091	\$11,095,862
IMPERIAL	\$3,951,166	\$2,383,540	\$2,604,202	\$413,514	\$10,316,765	\$19,669,186
INYO	\$1,308,494	\$959,621	\$862,424	\$120,162	\$3,416,568	\$6,667,269
KERN	\$8,110,524	\$8,446,324	\$5,345,623	\$1,897,560	\$21,177,137	\$44,977,168
KINGS	\$1,677,395	\$1,295,602	\$1,105,566	\$218,455	\$4,379,793	\$8,676,810
LAKE	\$1,166,622	\$961,897	\$768,917	\$317,156	\$3,046,130	\$6,260,721
LASSEN	\$1,125,780	\$927,411	\$741,999	\$121,688	\$2,939,490	\$5,856,369
LOS ANGELES	\$48,988,575	\$81,031,112	\$36,963,684	\$2,588,086	\$127,912,541	\$297,483,998
MADERA	\$2,471,147	\$1,677,476	\$1,628,726	\$481,976	\$6,452,336	\$12,711,661
MARIN	\$1,820,537	\$2,491,692	\$1,226,692	\$283,330	\$4,753,548	\$10,575,798
MARIPOSA	\$744,430	\$531,125	\$490,652	\$125,999	\$1,943,759	\$3,835,965
MENDOCINO	\$1,729,556	\$1,261,224	\$1,139,945	\$380,414	\$4,515,989	\$9,027,127
MERCED	\$3,311,873	\$2,675,107	\$2,182,846	\$563,407	\$8,647,527	\$17,380,760
MODOC	\$1,101,533	\$864,297	\$726,017	\$60,234	\$2,876,178	\$5,628,259
MONO	\$807,872	\$772,824	\$532,466	\$30,372	\$2,109,410	\$4,252,945
MONTEREY	\$3,677,613	\$4,243,431	\$2,423,904	\$855,826	\$9,602,500	\$20,803,273
NAPA	\$1,276,800	\$1,524,261	\$841,535	\$297,907	\$3,333,813	\$7,274,316
NEVADA	\$1,338,539	\$1,632,950	\$882,227	\$297,331	\$3,495,017	\$7,646,064
ORANGE	\$17,144,107	\$29,783,829	\$13,493,373	\$740,863	\$44,764,443	\$105,926,615
PLACER	\$3,792,029	\$5,973,891	\$3,004,292	\$822,414	\$9,901,248	\$23,493,873
PLUMAS	\$901,177	\$1,038,343	\$593,963	\$144,682	\$2,353,036	\$5,031,201
RIVERSIDE	\$14,963,672	\$22,584,177	\$10,681,766	\$1,580,100	\$39,071,177	\$88,880,892

County HUTA and RMRA Revenue Estimates - FY 2022-23

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	HUTA 2107	RMRA	TOTAL
SACRAMENTO	\$10,444,835	\$14,476,257	\$7,317,707	\$2,077,851	\$27,272,184		\$61,588,834
SAN BENITO	\$890,224	\$779,131	\$586,744	\$157,425	\$2,324,435	\$4,737,959	
SAN BERNARDINO	\$14,109,396	\$21,222,515	\$10,012,174	\$1,427,012	\$36,840,605	\$83,611,701	
SAN DIEGO	\$19,466,707	\$31,053,151	\$14,486,244	\$1,717,610	\$50,828,912	\$117,552,624	
SAN FRANCISCO*	\$3,693,603	\$4,839,210	\$2,434,443	\$9,600	\$9,644,252		\$20,621,108
SAN JOAQUIN	\$5,964,988	\$7,566,885	\$3,931,506	\$878,875	\$15,574,994	\$33,917,248	
SAN LUIS OBISPO	\$3,223,825	\$3,290,992	\$2,124,813	\$634,477	\$8,417,628	\$17,691,735	
SAN MATEO	\$4,278,937	\$7,019,667	\$3,222,164	\$269,508	\$11,172,599	\$25,962,875	
SANTA BARBARA	\$3,247,466	\$4,295,024	\$2,248,600	\$791,755	\$8,479,358	\$19,062,203	
SANTA CLARA	\$9,982,317	\$16,559,641	\$7,448,964	\$291,397	\$26,064,518	\$60,346,837	
SANTA CRUZ	\$2,106,653	\$2,722,623	\$1,476,682	\$617,925	\$5,500,615	\$12,424,497	
SHASTA	\$2,485,524	\$2,443,082	\$1,638,201	\$395,750	\$6,489,873	\$13,452,431	
SIERRA	\$441,751	\$432,306	\$291,157	\$34,363	\$1,153,441	\$2,353,017	
SISKIYOU	\$1,792,342	\$1,544,584	\$1,181,327	\$196,051	\$4,679,927	\$9,394,231	
SOLANO	\$3,093,846	\$4,445,219	\$2,050,072	\$192,450	\$8,078,244	\$17,859,831	
SONOMA	\$4,503,213	\$5,542,358	\$2,968,054	\$901,429	\$11,758,199	\$25,673,252	
STANISLAUS	\$4,644,352	\$5,481,629	\$3,061,079	\$697,356	\$12,126,722	\$26,011,137	
SUTTER	\$1,426,970	\$1,157,456	\$940,512	\$204,361	\$3,725,918	\$7,455,218	
TEHAMA	\$1,573,476	\$1,003,705	\$1,037,073	\$251,130	\$4,108,454	\$7,973,837	
TRINITY	\$827,777	\$691,656	\$545,585	\$88,454	\$2,161,382	\$4,314,855	
TULARE	\$5,590,085	\$4,584,606	\$3,684,409	\$720,802	\$14,596,097	\$29,175,999	
TUOLUMNE	\$1,096,722	\$1,022,718	\$722,846	\$313,083	\$2,863,616	\$6,018,985	
VENTURA	\$5,280,890	\$8,441,722	\$3,998,720	\$604,176	\$13,788,768	\$32,114,277	
YOLO	\$1,998,046	\$2,182,632	\$1,316,907	\$174,178	\$5,217,037	\$10,888,800	
YUBA	\$1,193,246	\$868,595	\$746,919	\$284,181	\$2,958,984	\$5,991,925	
TOTALS	\$270,091,500	\$371,528,000	\$192,872,000	\$31,180,731	\$705,227,500	\$1,570,899,731	

* county share only

County HUTA and RMRA Revenue Estimates - FY 2023-24

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$9,080,301	\$14,399,838	\$6,548,178	\$434,256	\$23,750,924	\$54,213,497
ALPINE	\$176,234	\$289,988	\$137,559	\$21,636	\$460,967	\$1,086,384
AMADOR	\$886,566	\$751,408	\$553,379	\$202,805	\$2,318,951	\$4,713,110
BUTTE	\$2,965,391	\$2,564,270	\$1,850,946	\$429,670	\$7,756,437	\$15,566,714
CALAVERAS	\$1,341,294	\$1,058,908	\$837,212	\$341,558	\$3,508,360	\$7,087,332
COLUSA	\$1,048,952	\$616,230	\$654,738	\$122,227	\$2,743,695	\$5,185,841
CONTRA COSTA	\$7,661,273	\$11,676,735	\$5,567,414	\$935,558	\$20,039,240	\$45,880,221
DEL NORTE	\$543,283	\$347,123	\$339,108	\$116,845	\$1,421,041	\$2,767,400
EL DORADO	\$2,831,091	\$3,753,337	\$2,038,472	\$864,572	\$7,405,155	\$16,892,628
FRESNO	\$9,938,925	\$10,114,867	\$6,203,706	\$1,259,822	\$25,996,788	\$53,514,108
GLENN	\$1,274,656	\$754,145	\$795,618	\$145,957	\$3,334,058	\$6,304,434
HUMBOLDT	\$2,408,312	\$1,781,132	\$1,503,227	\$405,855	\$6,299,312	\$12,397,838
IMPERIAL	\$4,483,953	\$2,495,751	\$2,798,806	\$444,923	\$11,728,470	\$21,951,904
INYO	\$1,484,935	\$966,074	\$926,871	\$128,759	\$3,884,077	\$7,390,716
KERN	\$9,204,173	\$9,106,760	\$5,745,086	\$2,044,372	\$24,074,932	\$50,175,322
KINGS	\$1,903,580	\$1,397,429	\$1,188,182	\$234,696	\$4,979,106	\$9,702,992
LAKE	\$1,323,933	\$1,036,919	\$826,376	\$341,073	\$3,462,950	\$6,991,249
LASSEN	\$1,277,584	\$935,358	\$797,446	\$130,405	\$3,341,718	\$6,482,511
LOS ANGELES	\$55,594,351	\$87,476,740	\$39,845,610	\$2,788,595	\$145,415,580	\$331,120,876
MADERA	\$2,804,365	\$1,807,612	\$1,750,436	\$518,709	\$7,335,248	\$14,216,370
MARIN	\$2,066,024	\$2,687,489	\$1,320,797	\$304,615	\$5,404,004	\$11,782,930
MARIPOSA	\$844,812	\$537,166	\$527,317	\$135,051	\$2,209,735	\$4,254,080
MENDOCINO	\$1,962,774	\$1,357,088	\$1,225,130	\$409,249	\$5,133,939	\$10,088,181
MERCED	\$3,758,456	\$2,887,055	\$2,345,963	\$606,473	\$9,830,820	\$19,428,768
MODOC	\$1,250,067	\$867,443	\$780,270	\$64,171	\$3,269,743	\$6,231,694
MONO	\$916,808	\$776,700	\$572,256	\$31,987	\$2,398,053	\$4,695,805
MONTEREY	\$4,173,514	\$4,579,096	\$2,605,035	\$921,631	\$10,916,467	\$23,195,742
NAPA	\$1,448,968	\$1,643,562	\$904,421	\$320,327	\$3,789,998	\$8,107,276
NEVADA	\$1,519,032	\$1,740,080	\$948,153	\$319,706	\$3,973,261	\$8,500,232
ORANGE	\$19,455,873	\$32,159,751	\$14,548,341	\$797,727	\$50,889,830	\$117,851,522
PLACER	\$4,303,358	\$6,355,790	\$3,196,558	\$885,620	\$11,256,095	\$25,997,421
PLUMAS	\$1,022,695	\$1,045,551	\$638,349	\$155,186	\$2,675,016	\$5,536,797
RIVERSIDE	\$16,981,421	\$24,376,871	\$11,512,033	\$1,702,225	\$44,417,521	\$98,990,071

County HUTA and RMRA Revenue Estimates - FY 2023-24

COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	\$11,853,250	\$15,630,249	\$7,887,840	\$2,238,683	\$31,004,000	\$68,614,022
SAN BENITO	\$1,010,264	\$839,303	\$630,590	\$168,920	\$2,642,502	\$5,291,578
SAN BERNARDINO	\$16,011,952	\$22,843,386	\$10,762,278	\$1,537,233	\$41,881,725	\$93,036,575
SAN DIEGO	\$22,091,660	\$33,521,220	\$15,614,022	\$1,850,429	\$57,784,137	\$130,861,467
SAN FRANCISCO*	\$4,191,660	\$5,223,505	\$2,616,362	\$9,600	\$10,963,932	\$23,005,060
SAN JOAQUIN	\$6,769,326	\$8,169,326	\$4,225,296	\$946,472	\$17,706,214	\$37,816,634
SAN LUIS OBISPO	\$3,658,535	\$3,549,712	\$2,283,595	\$683,069	\$9,569,462	\$19,744,373
SAN MATEO	\$4,855,923	\$7,578,426	\$3,473,216	\$289,720	\$12,701,413	\$28,898,697
SANTA BARBARA	\$3,685,365	\$4,633,226	\$2,421,585	\$852,578	\$9,639,640	\$21,232,393
SANTA CLARA	\$11,328,365	\$17,879,861	\$8,030,968	\$313,310	\$29,631,082	\$67,183,585
SANTA CRUZ	\$2,390,720	\$2,933,510	\$1,588,583	\$665,229	\$6,253,297	\$13,831,339
SHASTA	\$2,820,680	\$2,622,219	\$1,760,619	\$425,778	\$7,377,921	\$15,007,217
SIERRA	\$501,318	\$433,668	\$312,914	\$36,289	\$1,311,273	\$2,595,462
SISKIYOU	\$2,034,027	\$1,558,685	\$1,269,604	\$210,550	\$5,320,310	\$10,393,176
SOLANO	\$3,511,030	\$4,798,469	\$2,209,406	\$206,669	\$9,183,639	\$19,909,212
SONOMA	\$5,110,440	\$5,979,102	\$3,189,849	\$970,779	\$13,367,143	\$28,617,314
STANISLAUS	\$5,270,611	\$5,917,612	\$3,289,824	\$750,838	\$13,786,094	\$29,014,978
SUTTER	\$1,619,388	\$1,248,255	\$1,010,794	\$219,506	\$4,235,758	\$8,333,700
TEHAMA	\$1,785,648	\$1,020,122	\$1,114,571	\$269,912	\$4,670,638	\$8,860,891
TRINITY	\$939,397	\$695,748	\$586,355	\$94,586	\$2,457,137	\$4,773,224
TUOLUMNE	\$6,343,870	\$4,941,867	\$3,959,734	\$776,106	\$16,593,369	\$32,614,946
VENTURA	\$1,244,607	\$1,088,853	\$776,862	\$336,683	\$3,255,462	\$6,702,467
YOLO	\$5,992,982	\$9,109,032	\$4,308,088	\$650,412	\$15,675,568	\$35,736,082
YUBA	\$2,267,469	\$2,355,267	\$1,415,315	\$186,976	\$5,930,915	\$12,155,943
TOTALS	\$306,511,500	\$399,848,000	\$207,574,000	\$33,562,120	\$801,728,000	\$1,749,223,620

* county share only



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: June 13, 2023

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

Recommendation:

Approve and authorize Chair to sign FY 2023-24 Services Agreement by and between Plumas County and Hinman & Associates Consulting, Inc.

Background and Discussion:

The Services Agreement (Attachment 1) with Hinman & Associates Consulting, Inc. (Uma Hinman) for FY 2023-2024 (July 1, 2023 through June 30, 2024), not to exceed \$20,000, is to provide services in assisting Plumas County with support and implementation of the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program, including lead for the Regional Water Management Group (RW MG) meeting logistics, agendas, and facilitation; participation in Mountain Counties Funding Area coordination and project development efforts; and IRWM Roundtable of Regions coordination and advocacy; in addition to the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP) implementation and grants support; and other water use, water quality, groundwater management, water conservation, drought, and water planning support services, as assigned.

Action:

Approve and authorize Chair to sign FY 2023-24 Services Agreement by and between Plumas County and Hinman & Associates Consulting, Inc.

Fiscal Impact:

Budgeted under Planning (General Fund Department) FY 2023-24 Professional Services account.

Attachments:

1. Hinman&Ass_ServicesAgreement_FY 23-24

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman & Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A (Scope of Work), 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 (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand dollars (\$20,000).
3. Term. The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided but not yet paid 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 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.

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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

COUNTY INITIALS _____

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CONTRACTOR INITIALS W

- 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.

COUNTY INITIALS _____

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CONTRACTOR INITIALS WT

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:

Planning Department

County of Plumas

555 Main Street

Quincy, CA 95971

Attention: Tracey Ferguson, AICP, Planning Director

traceyferguson@countyofplumas.com

530-283-6214

Contractor:

Hinman & Associates Consulting, Inc.
P.O. Box 1251
Cedar Ridge, CA 95924
Attention: Uma Hinman, CEO/President
uhinman@comcast.net
916-813-0818

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. Agreement 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 Agreement 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

COUNTY INITIALS _____

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CONTRACTOR INITIALS UH

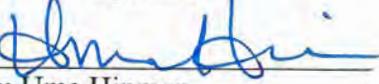
throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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:

Hinman & Associates Consulting, Inc., a California Corporation

By: 
Name: Uma Hinman
Title: CEO/CFO
Date signed: 5/24/2023

COUNTY:

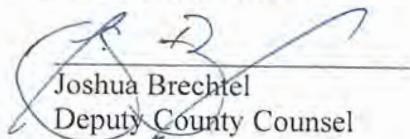
County of Plumas, a political subdivision of the State of California

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel

5/24/2023

COUNTY INITIALS _____

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Contractor shall provide services in assisting Plumas County with support and implementation of the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program and the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP).

Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts, upon request;
- Lead for the Regional Water Management Group (RWMG) meeting(s) logistics, agendas, and meeting facilitation;
- Maintain and update the UFR IRWM website (featheriver.org);
- Manage communication to the RWMG and stakeholders;
- Research, identify, and distribute funding opportunities to region's stakeholders;
- Participate in Mountain Counties Funding Area coordination and project development efforts;
- Participate in Plumas Watershed Forum meetings and activities, as directed;
- Participate in IRWM Roundtable of Regions coordination and advocacy efforts;
- Assist with Sierra Valley Subbasin GSP implementation, as directed;
- Other water use, water quality, groundwater management, water conservation, drought, and water planning support services, as assigned;
- Project contract management; and
- Organizational strategizing and financial planning.

EXHIBIT B

Fee Schedule

Compensation shall not exceed \$20,000 for work under this Agreement. Contractor shall submit an invoice to County for each calendar month in which services are provided. For requested services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor as follows:

Hourly Rates:

Principal	\$110.00/hour
Planner/Analyst	\$85.00/hour
Administrative Support	\$50.00/hour

Sub-Consultants:

Hinman & Associates Consulting, Inc. charges a 5% administrative fee on all sub-consultant labor.

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CONTRACTOR INITIALS 



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: June 13, 2023

SUBJECT: **10:00AM CONTINUED PUBLIC HEARING:**
A) Adopt RESOLUTION 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant; approved as to form by County Counsel; Roll call vote

Recommendation:

Hold the continued public hearing and adopt Resolution No. 2023-_____ 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01)

Background and Discussion:

At the Board of Supervisors June 6, 2023, meeting, the Seneca Healthcare District (District), owner/applicant, General Plan Amendment and Zone Change (GPA 8-21/22-01) application was introduced and discussed, with a properly noticed public hearing, to change the Plumas County 2035 General Plan (General Plan) land use designations of Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and zoning districts of Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) to the land use designations of Commercial and Multiple-Family Residential and zoning districts of Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd) for the property located at 199 Reynolds Road, Chester (APNs 100-230-028-000 and 100-230-029-000), Township 28 North/Range 7 East/Section 6 and 7, MDM, unincorporated Plumas County, CA, which totals 11.8 acres.

Per Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a noticed public hearing. The Planning Commission is charged with rendering a decision on the General Plan Amendment and Zone Change in the form of a written recommendation to the Board of Supervisors as per Plumas County Code Sections 2-2.107 and 2-2.108. On May 4, 2023, Planning staff presented the proposed General Plan Amendment and Zone Change and Mitigated Negative Declaration 685 to the Planning Commission. The Commissioners held the public hearing, discussed the item, and continued the hearing to May 18, 2023. During the May 18, 2023, public hearing, the Commissioners held the continued public hearing, received supportive project comments, and discussed Planning Commission Resolution 2023-2, which serves as the affirmative written recommendation on the General Plan Amendment and Zone Change to the Board of Supervisors.

Refer to the Planning Department June 6, 2023, staff report for more information.

During the June 6, 2023 meeting, the Board held a public hearing on Mitigated Negative Declaration 685 and the proposed General Plan Amendment and Zone Change, introduced and made a motion to waive the first reading of the ordinance, and scheduled a public hearing for adoption of the proposed General Plan Amendment and Zone Change by resolution and ordinance for the regularly scheduled Board of Supervisors meeting on June 13, 2023.

Pursuant to the BOARD OF SUPERVISORS RESOLUTION 2023-_____ (Attachment 1) 2023 SUMMER PLUMAS COUNTY GENERAL PLAN AMENDMENT, SENECA HEALTHCARE DISTRICT (GPA 8-21/22-01),

the hearings required by the Government Code of the State of California before the Board of Supervisors were held and proper notices were given; and the testimony and evidence received justify the actions taken to amend the General Plan land use designations and zoning and the Board of Supervisors finds that: Mitigated Negative Declaration 685 was independently reviewed and is applicable and adequate for the Seneca Healthcare District General Plan Amendment (GPA 8-21/22-01), and was adopted by the Board of Supervisors acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA) after a noticed public hearing and after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration; and GPA 8-21/22-01 is consistent with the 2035 Plumas County General Plan for the reasons set forth in Mitigated Negative Declaration 685; and GPA 8-21/22-01 is consistent with the Goals and Policies of the 2035 Plumas County General Plan; and the zoning amendments correspond to and are consistent with GPA 8-21/22-01 and serve to implement GPA 8-21/22-01; and GPA 8-21/22-01 is in the Town of Chester; and as the project parcels (APN 100-230-028-000 and APN 100-230-029-000) are planned for future development as shown on Figure 9, General Plan Designations and Planning Areas – Almanor, map in the 2035 Plumas County General Plan, GPA 8-21/22-01 is consistent with the Almanor Planning Area goals in the General Plan.

Action:

Hold the continued public hearing and adopt Resolution No. 2023- _____ 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01)

Fiscal Impact:

Planning staff time (FY22-23 General Fund Planning Department Budget) to prepare General Plan Amendment project staff reports, resolution, and work with other applicable County departments and applicant/owner to process.

Attachments:

1. 23-393 Resolution FINAL

BOARD OF SUPERVISORS
RESOLUTION 2023-_____

2023 SUMMER
PLUMAS COUNTY GENERAL PLAN AMENDMENT
SENECA HEALTHCARE DISTRICT (GPA 8-21/22-01)

WHEREAS, the hearings required by the Government Code of the State of California before the Board of Supervisors were held and proper notices were given; and

WHEREAS, the testimony and evidence received justify the actions taken to amend the General Plan land use designations and zoning and the Board of Supervisors finds that:

- A. Mitigated Negative Declaration 685 was independently reviewed and is applicable and adequate for the Seneca Healthcare District General Plan Amendment (GPA 8-21/22-01), and was adopted by the Board of Supervisors acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA) after a noticed public hearing on _____, 2023 and after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration; and
- B. GPA 8-21/22-01 is consistent with the 2035 Plumas County General Plan for the reasons set forth in Mitigated Negative Declaration 685; and
- C. GPA 8-21/22-01 is consistent with the Goals and Policies of the 2035 Plumas County General Plan; and
- D. The zoning amendments correspond to and are consistent with GPA 8-21/22-01 and serve to implement GPA 8-21/22-01; and
- E. GPA 8-21/22-01 is in the Town of Chester; and
- F. As the project parcels (APN 100-230-028-000 and APN 100-230-029-000) are planned for future development as shown on Figure 9, General Plan Designations and Planning Areas – Almanor, map in the 2035 Plumas County General Plan, GPA 8-21/22-01 is consistent with the Almanor Planning Area goals in the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this Board, pursuant to the authority granted by the Government Code of the State of California, amends the General Plan by incorporations of the applicable amendment of the General Plan maps as set forth in Exhibit "A" attached hereto, and made a part hereof.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on this _____ day of _____, 2023, by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Dwight Ceresola, Chair of the Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

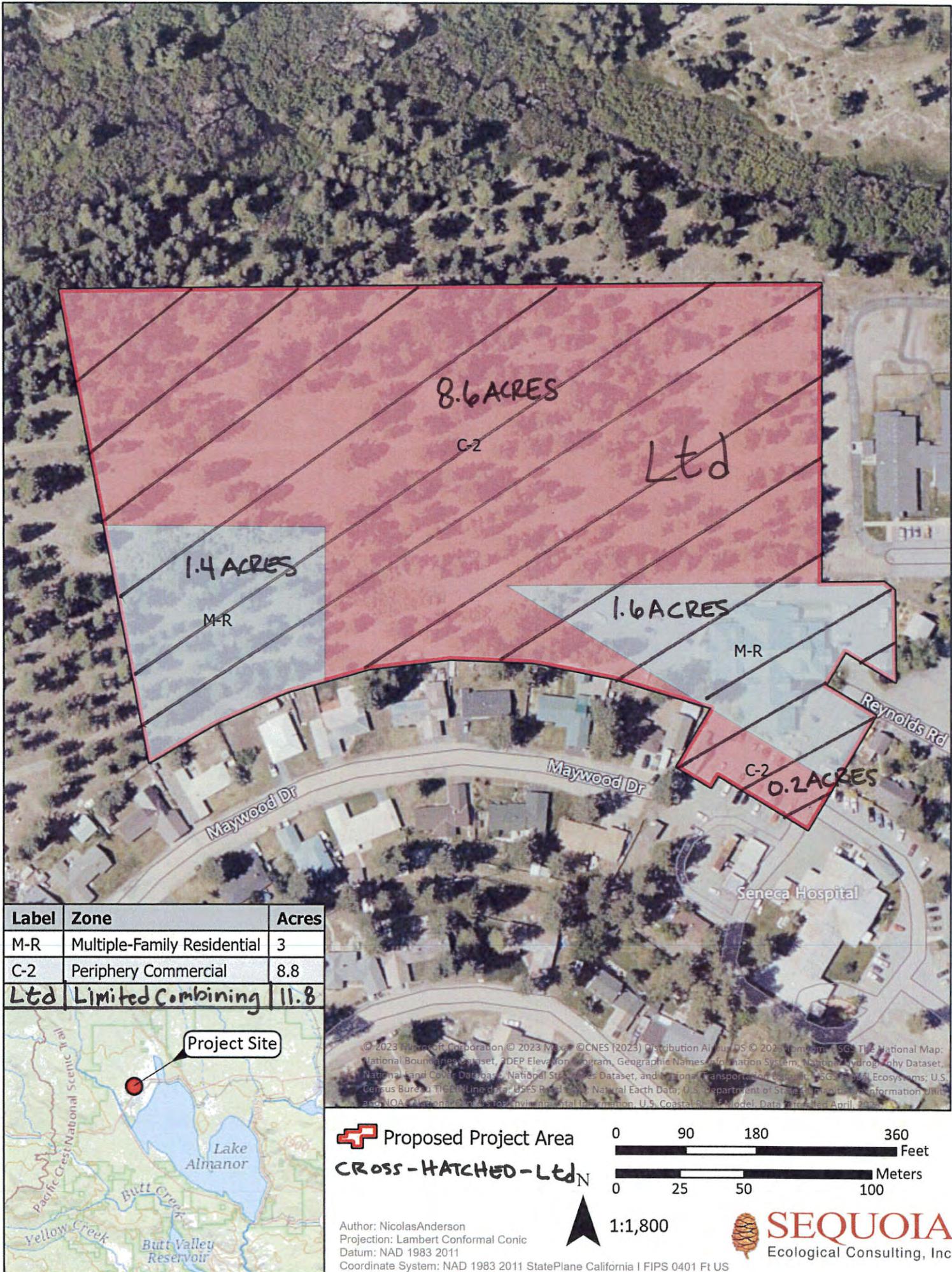
Exhibit "A"

GPA 8-21/22-01

SENECA HEALTHCARE DISTRICT, OWNER

Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000; 199 Reynolds Road, Town of Chester, unincorporated Plumas County, CA; T28N/R7E/Section 6 and 7, MDM; Lat. 40.307586, Long. -121.235788.

Amend the General Plan land use designations and zoning applied to the properties *from* Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and *from* Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) *to* Commercial and Multiple-Family Residential and *to* Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).





**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: June 13, 2023

SUBJECT: 10:00AM CONTINUED PUBLIC HEARING.
B) Adopt ORDINANCE, first introduced on June 6, 2023 General Plan Amendment
Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone
Change; GPA 8-21/22-01, approved as to form by County Counsel; Roll call vote

Recommendation:

Hold the continued public hearing and adopt Ordinance No. 2023- ____ General Plan Amendment Zoning
Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change GPA 8-21/22-01.

Background and Discussion:

At the Board of Supervisors June 6, 2023, meeting, the Seneca Healthcare District (District), owner/applicant, General Plan Amendment and Zone Change (GPA 8-21/22-01) application was introduced and discussed, with a properly noticed public hearing, to change the Plumas County 2035 General Plan (General Plan) land use designations of Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and zoning districts of Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) to the land use designations of Commercial and Multiple-Family Residential and zoning districts of Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd) for the property located at 199 Reynolds Road, Chester (APNs 100-230-028-000 and 100-230-029-000), Township 28 North/Range 7 East/Section 6 and 7, MDM, unincorporated Plumas County, CA, which totals 11.8 acres.

Per Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a noticed public hearing. The Planning Commission is charged with rendering a decision on the General Plan Amendment and Zone Change in the form of a written recommendation to the Board of Supervisors as per Plumas County Code Sections 2-2.107 and 2-2.108. On May 4, 2023, Planning staff presented the proposed General Plan Amendment and Zone Change and Mitigated Negative Declaration 685 to the Planning Commission. The Commissioners held the public hearing, discussed the item, and continued the hearing to May 18, 2023. During the May 18, 2023, public hearing, the Commissioners held the continued public hearing, received supportive project comments, and discussed Planning Commission Resolution 2023-2, which serves as the affirmative written recommendation on the General Plan Amendment and Zone Change to the Board of Supervisors.

Refer to the Planning Department June 6, 2023, staff report for more information.

During the June 6, 2023 meeting, the Board held a public hearing on Mitigated Negative Declaration 685 and the proposed General Plan Amendment and Zone Change, introduced and made a motion to waive the first reading of the ordinance, and scheduled a public hearing for adoption of the proposed General Plan Amendment and Zone Change by resolution and ordinance for the regularly scheduled Board of Supervisors meeting on June 13, 2023.

Pursuant to GENERAL PLAN AMENDMENT ZONING ORDINANCE (Attachment 1), SENECA HEALTHCARE DISTRICT GENERAL PLAN AMENDMENT AND ZONE CHANGE (GPA 8-21/22-01), ORDINANCE NO.

2023-_____ AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, REZONING CERTAIN REAL PROPERTY CONSISTENT WITH GENERAL PLAN AMENDMENT ENACTED BY RESOLUTION NO. 2023-_____ the real property enumerated particularly described therein by Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000, is hereby rezoned to C-2 (Periphery Commercial), M-R (Multiple-Family Residential), and Ltd (Limited Combining) zoning classifications enumerated in Plumas County Code Section 9-2.301; and described in Title 9, Chapter 2, Article 20, Code Sections 9-2.2001 through 9-2.2008; Article 14, Code Sections 9-2.1401 through 9-2.1407; and Article 27, Code Sections 9-2.2701 and 9-2.2702; and this rezoning is consistent with and will serve to implement the General Plan Amendment (GPA 8-21/22-01) enacted by Board of Supervisors Resolution, including the environmental considerations related to this rezoning which have been addressed with Plumas County acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA), whereby Plumas County independently reviewed the Mitigated Negative Declaration 685 after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration.

Action:

Hold the continued public hearing and adopt Ordinance No. 2023-_____ General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change GPA 8-21/22-01.

Fiscal Impact:

Planning staff time (FY22-23 General Fund Planning Department Budget) to prepare Zone Change project staff reports, ordinance, and work with other applicable County departments and applicant/owner to process.

Attachments:

1. 23-393 Ordinace FINAL

GENERAL PLAN AMENDMENT ZONING ORDINANCE
SENECA HEALTHCARE DISTRICT GENERAL PLAN AMENDMENT AND ZONE CHANGE (GPA 8-21/22-01)
ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, REZONING CERTAIN REAL PROPERTY
CONSISTENT WITH GENERAL PLAN AMENDMENT ENACTED BY RESOLUTION NO. 2023-_____**

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

Section 1. The real property enumerated in Exhibit "A", particularly described therein by Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000, is hereby rezoned to C-2 (Periphery Commercial), M-R (Multiple-Family Residential), and Ltd (Limited Combining) zoning classifications enumerated in Plumas County Code Section 9-2.301; and described in Title 9, Chapter 2, Article 20, Code Sections 9-2.2001 through 9-2.2008; Article 14, Code Sections 9-2.1401 through 9-2.1407; and Article 27, Code Sections 9-2.2701 and 9-2.2702, as implemented by Exhibit "A" attached hereto.

Section 2. This rezoning is consistent with and will serve to implement the General Plan Amendment (GPA 8-21/22-01) enacted by Board of Supervisors Resolution No. 2023-_____.

Section 3. Environmental considerations related to this rezoning have been addressed with Plumas County acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA), whereby Plumas County independently reviewed and adopted Mitigated Negative Declaration 685 after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration, and whereby a noticed public hearing by the Plumas County Board of Supervisors on _____, 2023 was deemed to satisfy CEQA as certified in Resolution No. 2023-_____, and with a Notice of Determination (NOD) filed in the same manner as Lead Agency.

Section 4. The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

Section 5. This ordinance shall not be codified.

Section 6. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of the supervisors voting for and against the ordinance in a newspaper published in the county if there is one, and if there is no newspaper published in the county, the ordinance shall be posted in a prominent location at the board of supervisors' chambers within the 15-day period and remain posted thereafter for at least one week.

Section 7. This ordinance shall become effective thirty (30) days from the date of the final passage.

The foregoing ordinance was introduced on June 6, 2023, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on this _____ day of _____, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Dwight Ceresola, Chair of the Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board of Supervisors

Approved as to form:


Gretchen Stuhr
Plumas County Counsel

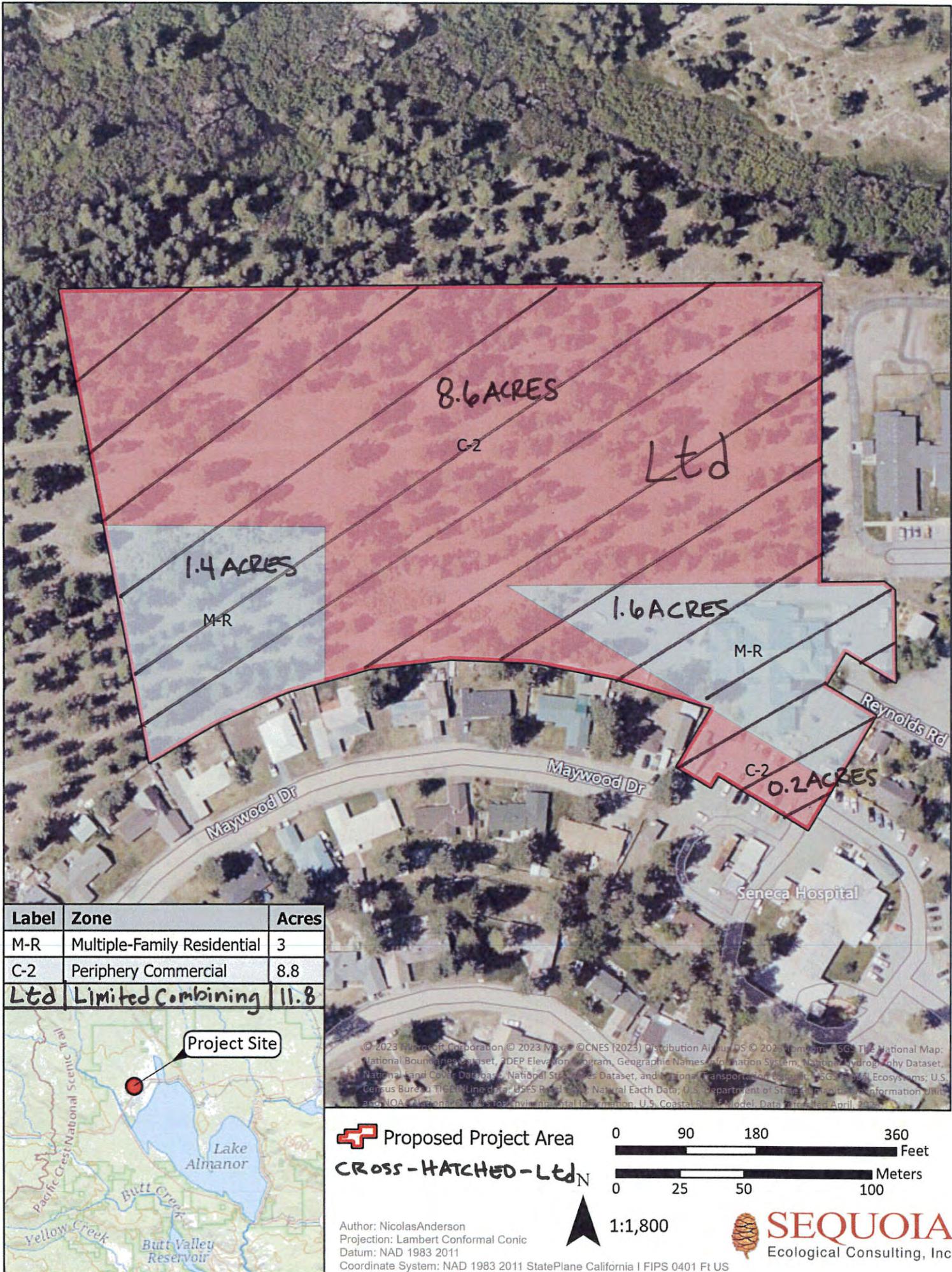
Exhibit “A”

GPA 8-21/22-01

SENECA HEALTHCARE DISTRICT, OWNER

Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000; 199 Reynolds Road, Town of Chester, unincorporated Plumas County, CA; T28N/R7E/Section 6 and 7, MDM; Lat. 40.307586, Long. -121.235788.

Amend the General Plan land use designations and zoning applied to the properties *from* Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and *from* Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) *to* Commercial and Multiple-Family Residential and *to* Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).



2022 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III

<u>APPLICATION</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
1	Plumas County Sheriff Search and Rescue Reimbursement/Replacement	II	\$ 49,212
2	Plumas County Sheriff Search and Rescue Drone Replacement Project	II	\$ 35,000
3	Plumas County Sheriff Search and Rescue Underwater ROV Replacement	II	\$ 45,000
4	Plumas County Sheriff Search and Rescue Snowmobile Replacement	II	\$ 42,500
5	Plumas County Sheriff Search and Rescue Vehicle Replacement Project	II	\$ 80,000
		TOTAL	\$ 251,712
		TOTAL RECEIVED 2022	\$ 251,712

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1. Project Title: Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project	
Group Submitting Project: Plumas Co. Sheriff's Office	
Requested Grant Amount: \$49,212.02	Funding Period: 2023-2025
Contact Name: U/S Chad Hermann	
Address: 1400 E Main St Quincy, CA	
Phone: 530-283-6390	
E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act

Plumas County

2. **Project Summary** The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside, of Plumas County.

With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. While Search and Rescue related calls for service saw a brief decline during Covid, the call volume is once again continuing the overall upward trend which started a decade ago. More calls for service mean more resources to handle them. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are not otherwise specifically funded. The costs or SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff and proper equipment to handle the mission along with providing related maintenance needs and equipment replacement, if needed. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.

The Dixie and other fires experienced by Plumas County over the last few years has shown where the Sheriff's Office and SAR do not always have needed, or adequate, equipment to respond to evacuations or other wildfire type emergency calls. Some of the equipment identified as needed is chainsaws for downed trees, battery jump start devices to help stranded vehicles and binoculars to help units in the field in locating people and to help keep track of the fires location. SAR has started to switch from gas powered chainsaws to electric ones and found that the latter provide much better reliability, ease of use, low sound levels, great battery life, and not having to deal with gas and the related hazards that brings. This needed equipment will be stored at the main office or substations and will be available for personnel to use as needed during emergency operations.

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3. How does the project address the activities authorized by Title III? Check all that apply:

I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, and training of department personnel. In addition, this application will provide funding for fire specific safety equipment used for both Sheriff's Office and SAR personnel for evacuations and other wild fire related responses.

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, purchase of fire response related equipment, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

5 Project Budget:

Salaries and benefits	\$20,000.00
Fire specific safety equipment	\$9,212.02
Equipment repair and replacement	\$10,000.00
Vehicle Repair, Maintenance and Fuel	<u>\$10,000.00</u>
Total	\$49,212.02

2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1. Project Title: Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project	
Group Submitting Project: Plumas Co. Sheriff's Office	
Requested Grant Amount: \$35,000	Funding Period: 2023-2025
Contact Name: U/S Chad Hermann	
Address: 1400 E Main St Quincy, CA	
Phone: 530-283-6390	
E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. SAR has owned remotely operated drones for some time, but their capability is limited due to the technology that was available when purchased and now they are at the end of their life expectancy. This project will replace a drone currently in use.

Drones were originally embraced by the SAR community for the potential they bring to search operations but quickly lost favor because the technology available ended up falling short of expectations. Now, with new technology, drones have a much greater abilities in terms of flight time, cameras, obstacle avoidance and stability in windy conditions. This project plans to purchase a drone with a forward looking infrared (FLIR) and low light camera. Other SAR teams have used comparable drone platform with great success in their search operations. Drones are quickly becoming one of the "go to" first options for missing persons, especially children, where covering a large area quickly is important for a successful conclusion of the search operation.

SAR currently has two members with private pilot licenses that have been updating their certifications to include the latest FAA requirements for drone operations. These members will be the training cadre for others to become proficient with and then use this very specialized piece of equipment for SAR operations.

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a drone used for almost 10 years in search operations on USFS land which has now reached the end of its useful life, the use of Title III funds is appropriate.</p>

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the drone is purchased, training will commence and once a team of individuals becomes qualified with its safe operation, the drone will be placed into service as an important tool for search operations.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

5 Project Budget:

Drone Replacement	\$35,000
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2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1. Project Title: Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project	
Group Submitting Project: Plumas Co. Sheriff's Office	
Requested Grant Amount: \$45,000	Funding Period: 2023-2025
	Contact Name: U/S Chad Hermann
	Address: 1400 E Main St Quincy, CA
	Phone: 530-283-6390
	E-Mail: chermann@pcso.net

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2.	<p>Project Summary:</p> <p>The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. In the public safety SAR environment, rescue divers using scuba gear have been the deadliest type of operation for first responders by far based on the ratio of the total number of operations vs lives lost. This has led many SAR and fire rescue organization to shift from putting divers in the water to locate drowning victims to using tools such as underwater remotely operated vehicles (ROV). This allows for searcher to stay above water and use a tool to accomplish the same mission. Previously SAR was able to acquire a side scan sonar device that allows searching large areas while staying in the relative safety of a boat. The side scan sonar is used to determine the general location of drowning victims and then the ROV was being used to help with the recovery.</p> <p>SAR has also owned an underwater ROV for some time. While it has been helpful in locating individuals, its capabilities are limited, largely due to the technology that was available when it was built, which is close to 20 years ago. This device was acquired as military surplus and it has become impossible to find replacement parts which has led to the ROV currently being in a non-operational status. Until a new ROV can be purchased, SAR uses underwater cameras, designed for fishing, to pinpoint the location of drowning victims, but this is a painstaking tedious process. Additionally, SAR can only recover drowning victims in 20' of water or less using the currently available methods. Anything else requires putting divers in the water, which is only used as a last resort for safety concerns. This project will replace the ROV currently in SARs inventory with a newer model having greater capabilities. With the new ROV it will be very unlikely to have to use rescue divers for recoveries, which in turn will vastly increase the safety of the team's members.</p> <p>Fortunately, there are a number of agencies in N CA that operate ROVs and have expressed a desire to train together to help the local SAR team become more proficient with the operation and capabilities of a new ROV system. This ROV replacement project will certainly expand the capabilities of the local SAR team while keeping it's members as safe as possible while conducting underwater search and recovery operations.</p>
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2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a ROV used for many years in search operations on USFS land and which has now reached the end of its useful life, the use of Title III funds is appropriate.</p>

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the ROV is purchased, training will commence and once a team of individuals becomes qualified with it's safe operation, the ROV will be placed into service as an important tool for search operations.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

5 Project Budget:

Drone Replacement	\$45,000
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2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1. Project Title: Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project	
Group Submitting Project: Plumas Co. Sheriff's Office	
Requested Grant Amount: \$42,500	Funding Period: 2023-2025
Contact Name: U/S Chad Hermann	
Address: 1400 E Main St Quincy, CA	
Phone: 530-283-6390	
E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. Plumas County attracts thousands of winter time recreationalists that engage in snow related activities, such as snowmobiling, cross-country skiing, snowshoeing, ice fishing, etc., each and every winter. Unfortunately, the nature of travel over the snow brings increased risks and therefore more SAR calls from those who become lost or injured. Many times, these incidents do not happen on clear sunny days and SAR has to go out, day or night, in the worst weather conditions to locate and rescue individuals which makes having reliable equipment a necessity

For many years SAR has used snowmobiles surplused from the Sheriff's Office OHV program for local SAR operations. All of these machines have considerable hours/miles on them and now host a variety of mechanical conditions that require repairs. In fact, in just the last two years, one machine had a catastrophic engine failure and two others had to be towed back in for repairs which hampered SAR operations. SAR currently uses four snowmobiles and each has some sort of mechanical or electrical problems. While the Sheriff's Office has snowmobiles that SAR can use, they tend to be higher end machines that are set up for a single rider and are not overly conducive to SAR operations.

This project would replace two of the aging snowmobiles (and their trailer) with new crossover snowmobiles that fit the SAR role better and would obviously be more reliable.

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace snowmobiles used for many years in search operations on USFS land and which have become unreliable, the use of Title III funds is appropriate.</p>

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the snowmobiles are purchased, they will be outfitted specifically for SAR operations. Once conditions allow, training on the new snowmobiles will be conducted to make sure SAR members can operate the equipment safely and efficiently.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

5 **Project Budget:**

Snowmobile and Trailer Replacement	\$42,500
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2023 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1. Project Title: Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project	
Group Submitting Project: Plumas Co. Sheriff's Office	
Requested Grant Amount: \$80,000	Funding Period: 2023-2025
Contact Name: U/S Chad Hermann	
Address: 1400 E Main St Quincy, CA	
Phone: 530-283-6390	
E-Mail: chermann@pcso.net	

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary:

The Plumas County Sheriff's Office and Plumas County Search and Rescue (SAR) are the primary responders to SAR-related missions within the County, most of which occur on USFS controlled land. Currently, SAR has a SUV type 4x4 vehicle that was made in 1986 and is now 37 years old. This vehicle has been having considerable mechanical problems and is no longer suitable for SAR operations. Continued repairs are not cost-effective as the vehicle is old and has outlived its useful life.

With the recent increase in new SAR members, the team's roster is greater than the personal carrying capacity of its vehicles. This poses a problem because if just over 50% of members respond to a call, the vehicles currently in service will not have enough space to transport everyone. This results in members using their personal vehicles, which leads to limited communication enroute and then there is always the risk for potential damage to personal vehicles used for SAR calls. Therefore, there is a strong argument for replacing the current, older SUV.

This project aims to replace the problematic vehicle with a late model, used 4x4 SUV type vehicle equipped with radios, sufficient storage space, a winch, and other permanently mounted emergency equipment needed for SAR operations. Purchasing a used vehicle in this case makes sense as the annual mileage it is used will be relatively low and the cost savings over a new vehicle is close to \$20,000. The vehicle will enhance SAR response capabilities and contribute to more successful missions, as the reliability issues of the current vehicle will no longer be a concern.

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a vehicle used for decades of emergency responses on USFS land and has become unreliable to continue such use, the use of Title III funds is appropriate.</p>

2023 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the vehicle is purchased and outfitted, it will be placed into service as a frontline SAR response vehicle.

The utilization of these funds allows the Sheriff's Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

5 **Project Budget:**

Vehicle Replacement	\$80,000
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